

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 (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be substantially completed within **Thirty (30)** 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 **\$500** 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.

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 **\$190,705.00**, with the price of **\$56.39** per ton of asphalt delivered subject to additions and deductions as provided in the Contract Documents. The bid documents as accepted by the City are attached for reference. Based upon proper application, final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed. The price is subject to the MoDOT Price Index as published for the period of construction.

ARTICLE V

Performance of the Work

(a) Within 5 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule 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) 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 may 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.

ARTICLE VIII

Termination by Owner

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take

possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders which the Contractor is a party and which relate to the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Umbrella Liability \$3,000,000 each occurrence

\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each accident

(d) Personal and ADV Injury

Including Death: \$1,000,000 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 the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"The City of Ste. Genevieve 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."**

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

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

By _____
City of Ste. Genevieve

Title _____
Mayor

Paul Hassler
(Print Name)

Estimator *[Signature]*
Title

By Vern Bauman Contracting Company
"Contractor"

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) Construction Schedule
- (e) State Wage Determination
- (f) Bid Form Proposal

BILL NO. 4479

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CE CONTRACTING FOR THE PARKWOOD CONCRETE REPLACEMENT PROJECT IN AN AMOUNT OF \$143,054.40.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the “Parkwood Concrete Replacement Project”; and

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

WHEREAS, the City accepted the low bid from CE Contracting in the amount of \$143,054.40 at the Board of Aldermen Meeting held on March 1, 2022; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve believe it to be in the best interests of the City to enter into the “Owner-Contractor Agreement”, (Exhibit “B”) incorporated by reference in this Ordinance to execute the “Parkwood Concrete Replacement Project.”

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

SECTION 1. The Owner-Contractor Agreement with CE Contracting of Ste. Genevieve, Missouri, for the amount of **one hundred forty-three thousand fifty-four dollars and forty cents (\$143,054.40)** is hereby approved in substantially the form of Exhibit “B” attached hereto, to execute the Parkwood Concrete Replacement Project.

SECTION 2. The Mayor is hereby authorized and directed to execute and deliver the 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

**Parkwood St. Concrete Replacement
2/24/2022**

Business Name	Address	Bid	Add Alternate	Total	Bad Subgrade per CY	Low Bid	Comments
Lappe Cement Finishing	2710 County Rd 413, Friedheim, MO 63747	\$ 148,248.16	\$	19,816.12	\$ 168,064.28	\$	
Jokerst Paving	P.O. Box 637, Festus, MO 63208	\$ 161,472.00	\$	35,513.00	\$ 196,985.00	\$	
Fronbarger Concreters	3290 State Highway E, Oak Ridge, MO 63769	\$ 190,812.00	\$	24,520.00	\$ 215,332.00	\$	
CE Contracting	10411 Kimmel Lake Rd, Ste. Gen. 63670	\$ 143,054.40	\$	23,228.00	\$ 166,282.40	\$	X The Add Alternate included exceeds the budget
Budgeted Amount		\$ 150,000.00					

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 20__, by and between the **City of Ste. Genevieve**, a municipal corporation (hereinafter called the "Owner") and **CE Contracting**, 10411 Kimmel Lake Rd., Ste. Genevieve, Missouri, (hereinafter called the "Contractor").

The project is identified as the Parkwood Street Concrete Replacement, located on Parkwood Street from Pointe Basse to 786 Parkwood Dr. in the City of Ste. Genevieve, (hereinafter called "Project")

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), State Wage Determination, Non-Collusion Affidavit, 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 there from, for the complete construction of the project. The Contractor represents and warrants that they have special skills which qualify them to perform the Work in accordance with the Contract and that they are 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 (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be substantially completed within **Thirty (30)** 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 **\$500** 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.

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 **\$143,054.40**, subject to additions and deductions as provided in the Contract Documents. The bid documents as accepted by the City are attached for reference. Based upon proper application, final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed. The price is subject to the MoDOT Price Index as published for the period of construction.

ARTICLE V

Performance of the Work

(a) Within 5 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule 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) 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 may 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.

ARTICLE VIII

Termination by Owner

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take

possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders which the Contractor is a party and which relate to the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Umbrella Liability \$3,000,000 each occurrence

\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each accident

(d) Personal and ADV Injury

Including Death: \$1,000,000 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 the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"The City of Ste. Genevieve 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."**

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

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

By _____
City of Ste. Genevieve

Title _____ Mayor _____

Paul Hassler
(Print Name)

Title

By _____
"Contractor"

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) Construction Schedule
- (e) State Wage Determination
- (f) Bid Form Proposal

BILL NO. 4480

ORDINANCE NO.

AN ORDINANCE APPROVING A ZONING CHANGE FROM "I-1" LIGHT INDUSTRIAL TO "C-2" CENTRAL BUSINESS FOR 50 JEFFERSON STREET.

WHEREAS, an application by Charles and Jeanne Boyer has been made to the City of Ste. Genevieve to request a zoning change from "I-1" Light Industrial District to a "C-2" Central Business District for 50 Jefferson Street; and

WHEREAS, the zoning change requested was published in *The Herald* newspaper, a paper of public record; and

WHEREAS, the Planning and Zoning Commission has approved the rezoning of the property named above at their February 3, 2022 meeting and the City of Ste. Genevieve Board of Alderman has conducted the required public hearing on the re-zoning request at the March 10, 2022 Board of Aldermen meeting.

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

SECTION 1. The Board of Aldermen hereby approves the re-zoning of the following described real property from an "I-1" Light Industrial District to a "C-2" Central Business District:

Part of U.S. Surveys 141, 142 and 143 in City Block 3 in Township 38 North, Range 9 East of the Fifth Principal Meridian in the City and County of Ste. Genevieve, Missouri. Also being all and in part of the land as described in Book 535 at Page 20 and Book 366 at Page 33. Also known as 50 Jefferson Street.

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.

SECTION 5. SEVERABILITY. The invalidity of any section, clause, sentence or provision of this ordinance shall be given effect without such invalid part or parts.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

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

VOTE

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

___ 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
REVIEW AND RECOMMENDATION
From the
PLANNING & ZONING COMMISSION

APPLICANTS NAME: Robert & Elizabeth Pershall

ADDRESS: 555 Cedar, Ste. Genevieve, MO 63670

BRIEF DESCRIPTION OF SPECIAL USE REQUEST: To operate a guest lodging space

DATE OF REQUEST: January 31, 2022

RECOMMENDATION

THE STE GENEVIEVE PLANNING & ZONING COMMISSION RECOMMENDS THAT THIS APPLICATION BE:

APPROVED

DENIED

TABLED

PLEASE INDICATE ANY TERMS OR CONDITIONS AFFECTING THE APPROVAL OF THIS APPLICATION

Terms & Conditions

1. Prior to Occupancy, the dwelling may not be occupied until any applicable building permits and occupancy permit are issued. The Occupancy Permit shall be renewed annually and shall include a property inspection under the City-adopted International Property Maintenance Code. Occupancy inspections prior to each guest arrival are not required.
2. Owners shall maintain a business license with the City of Ste. Genevieve under Municipal Code Chapter 605 Business Licensing. Owners shall be current on all City lodging tax payments.
3. Owners shall provide in a conspicuous location within the lodging unit at all times an operable ABC 5 lb. fire extinguisher.
4. Owners shall insure prior to each guest arrival, that exterior lighting at the entry door and pathway to the entry door is operable.
5. No amplified music shall be played outside after 10 pm.
6. Owners shall post in a conspicuous location within the dwelling rules and conditions posted herein for guests to observe. It shall contain emergency telephone numbers of the Owners, the Police Department and Fire Department. It shall include a copy of the current Occupancy Permit. Owners shall provide phone number and address of the City of Ste. Genevieve's Building Department for any complaints about the condition of the property or services provided incident to the guests' stay.

7. Owner shall provide empty and clean trash receptacles at the property on the first day of each booked guest period for guest use. Owner shall legally dispose of guest trash and recyclables within 24 hours of any guest departure. Legal disposal includes storage of accumulated trash in approved receptacles or containers in such manner as not to create a nuisance. Trash receptacles shall not be placed at the street curb except on designated days by the Solid Waste hauler.

8. The applicant is to provide not less than one (1) off-street parking spaces for use by guests.

9. The exterior yard shall be maintained at all times.

10. No signage advertising such use is permitted.

IF PERMIT IS TO BE DENIED, WHAT ARE THE REASONS FOR DENIAL:

VOTE OF THE COMMISSION MEMBERS RECORDED AS FOLLOWS:

COMMISSIONERS	YES	NO	ABSENT	ABSTAIN
Gary Roth, Chairman	<u>X</u>	---	---	---
Carl Kinsky	<u>X</u>	---	---	---
Joseph Prince, Alderman	---	---	<u>X</u>	---
Anthony Grass	---	---	<u>X</u>	---
Kristi Cleghorn	<u>X</u>	---	---	---
Gina Bryant	<u>X</u>	---	---	---
Justin Donovan	<u>X</u>	---	---	---
Kathleen Waltz	---	---	<u>X</u>	---



 Gary Roth, Chairman

3-3-2022

 Date



STAFF REPORT

March 3, 2022

Submitted by David Bova, Community Development Administrator
Ste. Genevieve Planning & Zoning Commission

SPECIAL USE PERMIT
555 Cedar

SPECIAL USE PERMIT: To operate a guest lodging space, at 555 Cedar Lane, a single family residential structure.

R-1 Single Family Residential District

Owners: Robert & Elizabeth Pershall
555 Cedar Lane
Ste. Genevieve, MO 63670

Applicant: Robert & Elizabeth Pershall

Legal Description: See attached.

Size of Lot: 1.08 acre, 47,424 Sq. Ft. (+/-) / South line 152' (+/-) along Cedar Lane, West line 311.5', North line 152' East line 315.5' (+/-).



REQUEST:

To receive a Special Use Permit to operate a guest lodging space in their lower level walkout basement.

BACKGROUND

- The property is located in an R-1 Single Family Residential Zone District.
- The property is bordered on the east and west side by residential structures within the R-1 Single Family Residential Zone. The property is bordered on the south side by Cedar Lane and other residential structures on the opposite side of Cedar that are in the R-1 Single Family Residential Zone. The property is bordered on the north side by a 14-acre field used for agricultural purposes which is in an R-2 General Residential District.
- The property does not sit within the Ste. Genevieve National Register Boundary.
- The structure's current use is as a single-family residence.
- The property sits within Rozier's Addition subdivision. There are no known subdivision restrictions on guest lodging.
- The parking area is accessed off of Cedar Lane and is approximately 30' wide and 30' deep and offers parking for at least six (6) vehicles.
- **Municipal Code Section 405.050 (A) (1) (I) R-1** – Single Family Residential District Regulations provides: (1) Use Regulations. A building or premises shall be used only for

the following purposes: (I) Guest lodging, with special use permit, provided no external evidence of such use. No signing advertising such use permitted.

- **Municipal Code Section 405.020** DEFINITIONS defines Guest Lodging as: A lodging establishment renting guest rooms or units only to transient guests and having fewer than ten (10) guest rooms; and defines Transient Guest as: Any person who rents and occupies a guest room in a guest lodging establishment for period of less than thirty-one (31) days during any twelve (12) month period.
- **Municipal Code Section 405.170 (A) (14)** Off Street Parking Regulations states (A) No building shall be erected, enlarged to the extent of increasing the floor area by as much as fifty percent (50%), or changed in use unless there is provided on the lot space for the parking of automobiles or trucks in accordance with the following minimum requirements. (14) Rooming or Lodging Home or Guest Lodging. One (1) parking space for each two (2) sleeping rooms. This space has one (1) bedroom and would require a minimum of one (1) parking spaces.
- **Municipal Code Section 405.200 (A)** Special Use Regulations provides: (A) Subject to the provisions of this Section, the Board of Alderman of the City of Ste. Genevieve may, after public hearing before the Board of Aldermen and after study and report by the City Planning and Zoning Commission, authorize special uses in any district as herein qualified from which the uses are otherwise prohibited based on whether such building or use will:
 1. Substantially increase traffic hazards or congestion.
 2. Adversely affect the character of the neighborhood.
 3. Substantially increase fire hazards.
 4. Adversely affect the general welfare of the community.
 5. Overtax public utilities.
 6. Be in conflict with the Comprehensive City Plan
- **Municipal Code Section 405.200 (D) (23)** Special Use Regulations provides: (D) The following special uses are authorized providing they comply with all the regulations set forth in this Chapter for the district in which such use is located.... (23) All uses by which special use permits are required by other Sections of this Chapter.

PROJECT DESCRIPTION

The owners, Robert and Elizabeth Pershall, wish to operate a guest lodging space, commonly known as a "VRBO" or "AirBNB", within the lower level walkout basement of their single family residential structure at 555 Cedar Lane.

Specific Findings of Fact:

It is hereby found that the requested use, with the below-stated terms and conditions:

1. Will not substantially increase traffic hazards or congestion.
2. Will not adversely affect the character of the neighborhood.
3. Will not substantially increase fire hazards.
4. Will not adversely affect the general welfare of the community.
5. Will not overtax public utilities.
6. Does not conflict with the Comprehensive City Plan
7. Offers adequate off-street parking.

It is further found that the uses proposed are consistent with the letter and intent of the Municipal Ordinance.

RECOMMENDATION:

Staff recommends the following Standard Motion: "Motion to **APPROVE** Special Use Permit 004-22 with the conditions listed in the staff report":

Conditions:

1. Prior to Occupancy, the dwelling may not be occupied until any applicable building permits and occupancy permit are issued. The Occupancy Permit shall be renewed annually and shall include a property inspection under the City-adopted International Property Maintenance Code. Occupancy inspections prior to each guest arrival are not required.
2. Owners shall maintain a business license with the City of Ste. Genevieve under Municipal Code Chapter 605 Business Licensing. Owners shall be current on all City lodging tax payments.
3. Owners shall provide in a conspicuous location within the lodging unit at all times an operable ABC 5 lb. fire extinguisher.
4. Owners shall insure prior to each guest arrival, that exterior lighting at the entry door and pathway to the entry door is operable.
5. No amplified music shall be played outside after 10 pm.
6. Owners shall post in a conspicuous location within the dwelling rules and conditions posted herein for guests to observe. It shall contain emergency telephone numbers of the Owners, the Police Department and Fire Department. It shall include a copy of the current Occupancy Permit. Owners shall provide phone number and address of the City of Ste. Genevieve's Building Department for any complaints about the condition of the property or services provided incident to the guests' stay.
7. Owner shall provide empty and clean trash receptacles at the property on the first day of each booked guest period for guest use. Owner shall legally dispose of guest trash and recyclables within 24 hours of any guest departure. Legal disposal includes storage of accumulated trash in approved receptacles or containers in such manner as not to create a nuisance. Trash receptacles shall not be placed at the street curb except on designated days by the Solid Waste hauler.
8. The applicant is to provide not less than one (1) off-street parking spaces for use by guests.
9. The exterior yard shall be maintained at all times.
10. No signage advertising such use is permitted.

Note: Staff recommendation does not constitute Commission action.

CITY OF STE. GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5100 Fax (573) 883-8105
Special Use Permit Application

SUP004-22

FEE: \$50.00
PAID:

DATE RECEIVED:
JAN 31 2022
RECEIVED
BY:

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION A.

1. Street Address of Tract or Tracts:
555 Cedar Lane, Ste. Genevieve, MO

2. Names and Addresses of All legal owners of tract(s).
Robert D. Pershall
Elizabeth A. Brodersen
555 Cedar Lane, Ste. Genevieve, MO

3. Current Zoning Classification:

A (Agricultural) ___	I-1 (Light Industrial) ___
MH (Mobil Home Park) ___	I-2 (Heavy Industrial) ___
R-1 (Single Family Residential) <input checked="" type="checkbox"/>	C-1 (General Commercial) ___
R-2 (General Residential) ___	C-2 (Central Business) ___
C-4 (Neighborhood Commercial) ___	

4. Is this property located in a historic district? Yes No

5. Signatures of All persons listed in Item #2.

<u>Robert D. Pershall</u>	<u>[Signature]</u>
PRINTED OR TYPED NAME	SIGNATURE
<u>Elizabeth A. Brodersen</u>	<u>[Signature]</u>
PRINTED OR TYPED NAME	SIGNATURE

6. Contact for Application:

Name: Robert Pershall

Address: 555 Cedar Lane, Ste. Genevieve

Phone: 719-671-7062

I state upon my oath that all the information contained in this application is true and correct:

CITY OF STE.GENEVIEVE, MISSOURI
165 S. Fourth Street
Stc. Genevieve, MO 63670
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)



Applicant's Signature

SECTION B.

1. Legal description of tract(s)

See attached

2. Attach to this application a **scaled plat** of the tract(s), with **all** of the following information included:

- a: All boundary dimensions
- b: All adjoining streets and alleys.
- c: All present improvements.
- d: All intended improvements.
- e: All adjoining and cornering property lines and references to all owners listed in

Section C.

SECTION C:

1. Names and addresses of all adjoining property owners. (Include land which corners on tract or which is across streets or alley-ways). (Use or attach additional pages if necessary)

With this application, the applicant must provide to the Planning and Zoning Administrator a stamped, plain business (legal-size) envelope addressed to each adjoining property owner.

Jimmy Jones - 575 Cedar Ln

Cyle Bettreal 535 Cedar Ln.

Henrietta 550 Cedar Ln.

Leon Basler 540 Cedar Ln.

The Big Field / McClann 2603 Hwy 127, Carbondale, IL

CITY OF STE.GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5100 Fax (573) 883-8105
Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION D.

1. State the use to which this tract will be put if the SUP is granted. Attach plans, pictures, and/or drawings.

The lower of the home will be used as
a short term rental (Air BnB)

2. Is a transfer of the ownership of the tract dependent upon the granting of the SUP?

YES NO

3. Please indicate if the proposed use will involve any of the following:

- Gasoline Storage and/or use
 Storage and/or use of other flammable liquids
 Storage and/or use of explosives or chemicals
 Advertising signs or other display
 Fence
 Machinery or heavy equipment
 Trash/refuse/garbage generation

Please explain if any of the items above are indicated: _____

4. What other uses will exist on the premises? None

5. Has there been a prior application for rezoning, special use permit or variance for this tract?
If so, give the date and state the prior action taken.

No

CITY OF STE.GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5100 Fax (573) 883-8105
Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION E.

1. State the reason why you believe the requested Special Use Permit will be beneficial to you and/or the neighborhood. If you believe that a hardship will result if the SUP is denied, please elaborate.

As seniors on S.S. we feel this would be a good opportunity to create an additional revenue stream for us. Also, promoting Ste Genevieve as a destination, with little or no impact on our neighborhood.

CITY OF STE. GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5100 Fax (573) 883-8105
Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

THIS SECTION TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

Application Address: 555 CEDAR

Applicant Name: Robert Persshall

Date of Planning and Zoning Meeting: 3/3/22

Planning and Zoning Commission: Approved Denied

Date of Board of Alderman Meeting: 3/10/22 Approved Denied

Received By: DB Date & Time 1/31/22

CITY OF STE.GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5100 Fax (573) 883-8105
Special Use Permit Application

SUP004-22
2/9/22

PLEASE PRINT OR TYPE (BLACK INK ONLY)

POLICE CHIEF'S REVIEW:

1. In your opinion, will the proposed use substantially increase traffic or congestions?

() YES (Please Explain Below)

(X) NO

2. Please indicate if there are other law enforcement concerns:

N/A



Police Chief's Signature

2/10/2022

Date

FIRE CHIEF'S REVIEW

1. In your opinion, will the proposed use substantially increase fire hazards?

() YES (Please Explain Below)

() NO

2. Please indicate if there are other fire protection concerns:

Fire Chief's Signature

Date

CITY OF STE.GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5100 Fax (573) 883-8105
Special Use Permit Application

SUP004-22
2/9/22

PLEASE PRINT OR TYPE (BLACK INK ONLY)

POLICE CHIEF'S REVIEW:

1. In your opinion, will the proposed use substantially increase traffic or congestions?

() YES (Please Explain Below)

() NO

2. Please indicate if there are other law enforcement concerns:

Police Chief's Signature

Date

FIRE CHIEF'S REVIEW

1. In your opinion, will the proposed use substantially increase fire hazards?

() YES (Please Explain Below)

NO

2. Please indicate if there are other fire protection concerns:

NONE



Fire Chief's Signature

2/10/22

Date



Proposed entrance to lower level space to be used as guest lodging.

07-8.0-022.02-0010

0011.00

00894.000

Legal

LTS-1-2-3-4 FT

LTS-5-6 1500 9 1000

2

N.E. LINE U.S. SURV. 444
N 71° 41'E

BLOCK No 8

6

3

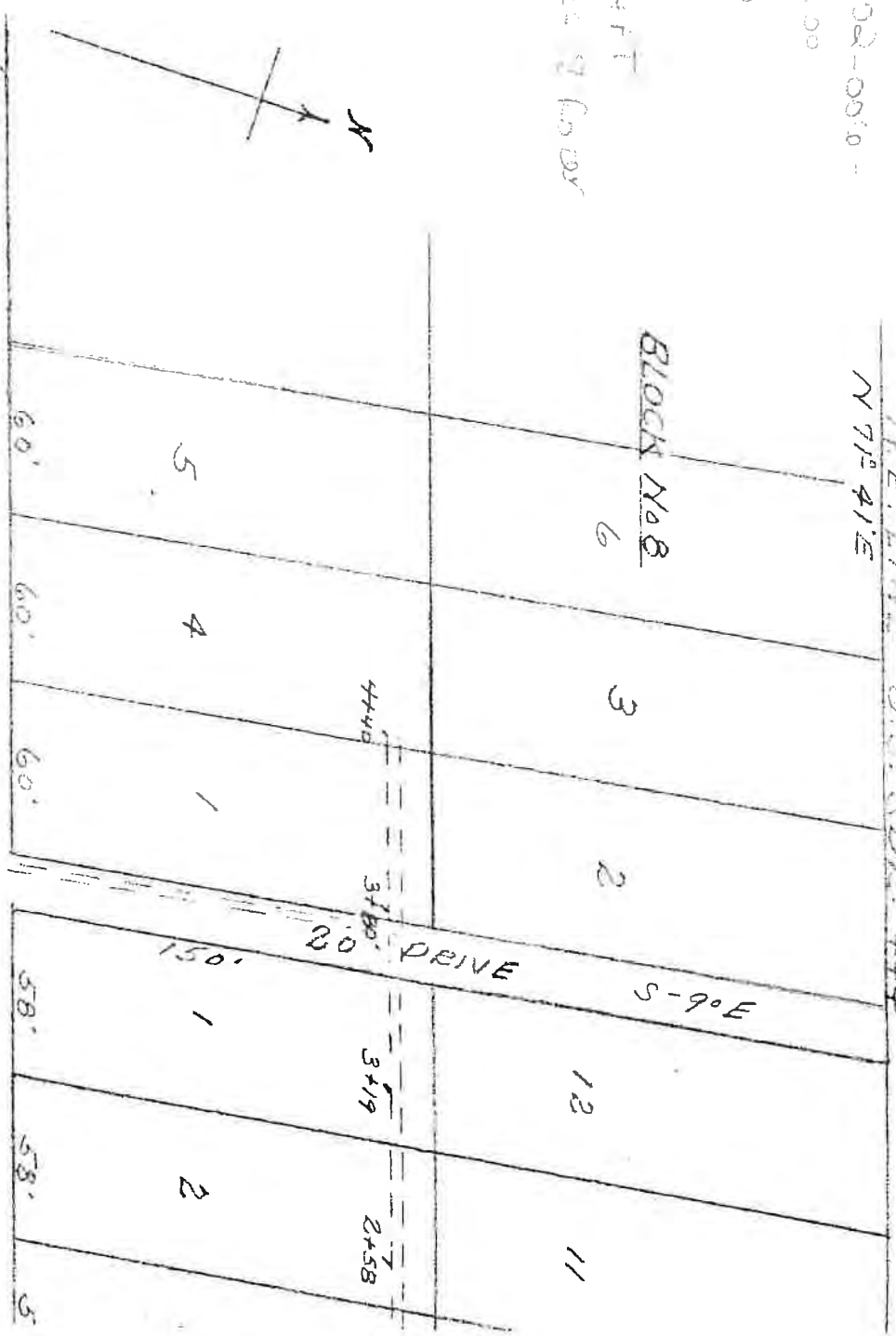
2

S-9°E

12

11

N



CEDAR

150'

175'

60'

60'

60'

60'

60'

60'

2

2

ROZIER ADDITION TO
THE CITY OF STE. GENE-
VEVE, MO.

LINE
DRIVE = 30'

Exhibit A

File Number: FE200430

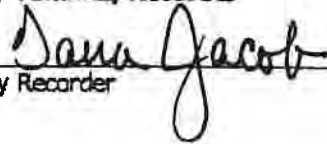
Tract 1: All of Lot 1 and Lot 4 of Block 8 of Rozier's Addition to the City of Ste Genevieve, as the same appears on the plat of said addition of record at Plat Book 1 Page 32 of the Land Records of Ste. Genevieve County, Missouri, said Lots having a frontage of 120 feet on the North line of Cedar Lane by a depth Northwardly of 150 feet, and being part of United States Survey No. 444 Township 38 Range 9 East.

Tract 2: All that part of Lot 5 in Block 8 of Rozier's Addition to the City of Ste. Genevieve, as the same appears on the plat of said addition of record at Plat Book 1 Page 32 of the Land Records of Ste. Genevieve County, Missouri being a part of United States Survey No. 444 in Township 38 North Range 9 East and which is described as follows to wit: Beginning at the Southeast corner of Lot No. 5 and running thence with the North line of Cedar Lane, South 71 degrees 41 minutes West 32 feet to a corner; thence North 09 degrees West 150 feet to a corner; thence North 71 degrees 41 minutes East 32 feet; thence South 09 degrees East 150 feet to the place of beginning in the North line of Cedar Lane.

Tract 3: All of Lot 2 and all of Lot 3 in Block 8, also all that part of Lot 6 in Block 8 all of which is a part of Rozier's Addition to the City of Ste. Genevieve as the same appears on the plat of said addition of record at Plat Book 1 Page 32 of the Land Records of Ste. Genevieve County, Missouri described as follows to-wit: Beginning at the Southeast corner of Lot 2 in Block 8 and running thence South 72 degrees West 152 feet to a corner; thence North 09 degrees West 161.50 feet to a corner in the North line of United States Survey No. 444, same being a point in the North line of Lot 6; thence North 71 degrees 41 minutes East 152 feet to the Northeast corner of Lot 2; thence with the East line of Lot 2 South 09 degrees East 165.50 feet to the place of beginning.

State of Missouri
County of Ste. Genevieve

I hereby certify that the within Instrument
was filed on: 10/5/2020 9:52 AM
Number of Pages: 3
Fees: \$30.00 Doc # 2020-3724
Peggy Yamritz, Recorder


Deputy Recorder



GENERAL WARRANTY DEED

True Title Company, LLC FE200430

THIS GENERAL WARRANTY DEED is made and entered into as of September 15, 2020, by and between:

GRANTOR:

Annette Tyler and Robert R. Tyler, wife and husband

whose address is: **665 Highway 54, Montevallo, AL, 35115**

and

GRANTEE:

Robert Pershall and Elizabeth Brodersen

whose address is: **555 Cedar Lane, Ste. Genevieve, MO 63670**

WITNESSETH, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by said Grantees, the receipt of which is hereby acknowledged by Grantor, does by these presents **GRANT, BARGAIN, SELL, CONVEY AND CONFIRM** unto Grantee, their heirs and assigns, the following real property, located in the County of **Ste Genevieve** and State of Missouri, and described more fully as:

Tract 1: All of Lot 1 and Lot 4 of Block 8 of Rozier's Addition to the City of Ste Genevieve, as the same appears on the plat of said addition of record at Plat Book 1 Page 32 of the Land Records of Ste. Genevieve County, Missouri, said Lots having a frontage of 120 feet on the North line of Cedar Lane by a depth Northwardly of 150 feet, and being part of United States Survey No. 444 Township 38 Range 9 East.

Tract 2: All that part of Lot 5 in Block 8 of Rozier's Addition to the City of Ste. Genevieve, as the

same appears on the plat of said addition of record at Plat Book 1 Page 32 of the Land Records of Ste. Genevieve County, Missouri being a part of United States Survey No. 444 in Township 38 North Range 9 East and which is described as follows to wit: Beginning at the Southeast corner of Lot No. 5 and running thence with the North line of Cedar Lane, South 71 degrees 41 minutes West 32 feet to a corner; thence North 09 degrees West 150 feet to a corner; thence North 71 degrees 41 minutes East 32 feet; thence South 09 degrees East 150 feet to the place of beginning in the North line of Cedar Lane.

Tract 3: All of Lot 2 and all of Lot 3 in Block 8, also all that part of Lot 6 in Block 8 all of which is a part of Rozier's Addition to the City of Ste. Genevieve as the same appears on the plat of said addition of record at Plat Book 1 Page 32 of the Land Records of Ste. Genevieve County, Missouri described as follows to-wit: Beginning at the Southeast corner of Lot 2 in Block 8 and running thence South 72 degrees West 152 feet to a corner; thence North 09 degrees West 161.50 feet to a corner in the North line of United States Survey No. 444, same being a point in the North line of Lot 6; thence North 71 degrees 41 minutes East 152 feet to the Northeast corner of Lot 2; thence with the East line of Lot 2 South 09 degrees East 165.50 feet to the place of beginning.

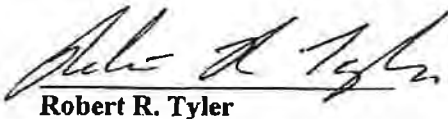
TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any wise appertaining, unto said Grantees and unto their heirs and assigns forever.

Said Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that Grantor has good right to convey the same; that said premises are free and clear from any and all encumbrances done or suffered by Grantor or those under whom Grantor claims, except as set forth above, and that Grantor will warrant and defend title to said premises unto Grantees and their heirs, successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand the day and year first above written.

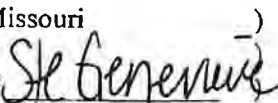
GRANTOR:


Annette Tyler


Robert R. Tyler

STATE OF Missouri

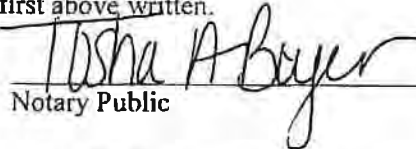
COUNTY OF

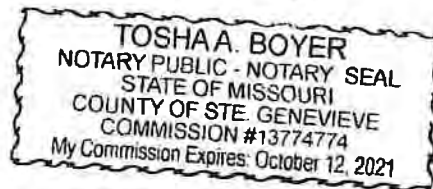
)
SS

On September 15, 2020, before me personally appeared Annette Tyler and Robert R. Tyler, wife and husband, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that They executed the same as Their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Term Expires:


Notary Public



Adjoining Property Owners to 555 Cedar

The Big Field & Uncle Dick's Hill Property Trust
Attn: Charles McCann
2603 Highway 127
Carbondale, IL 62903-7809

Jimmie Jones
575 Cedar Lane
Ste. Genevieve, MO 63670

Cheryl & Ronald Wohlstadter
695 Center Drive
Ste. Genevieve, MO 63670

Henrietta Bartels Rev. Trust
550 Cedar Lane
Ste. Genevieve, MO 63670

Lynn Rose Terry
540 Cedar Lane
Ste. Genevieve, MO 63670

Cyle & Katelyn Battreal
535 Cedar Lane
Ste. Genevieve, MO 63670



To: Surrounding Property Owners
From: David Bova, Community Development Administrator
Subject: Request for Special Use Permit
Date: February 15, 2022

Robert & Elizabeth Pershall are requesting a Special Use Permit to offer guest lodging, commonly known as "Vacation Rental By Owner" or "AirBnb" in the lower level at 555 Cedar Lane, which is in an R-1 Single Family Residential zoning district. Such use is permitted in an R-1 Residential Zoned District with a Special Use Permit.

The Planning and Zoning Commission for the City of Ste. Genevieve, Missouri will hold a public meeting on this request on Thursday, March 3rd at 6 pm at City Hall, 165 S. Fourth Street.

If approved by the Planning and Zoning Commission, The Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on the recommendations of the Planning and Zoning Commission on Thursday, March 10th at 6:00 pm at City Hall, 165 S. Fourth Street.

All interested parties are invited to attend.

Sincerely,

David Bova
Community Development Director



February 15, 2022

Robert & Elizabeth Pershall
555 Cedar Lane
Ste. Genevieve, MO 63670

Mr. & Mrs. Pershall,

Enclosed please find a letter that was sent to the surrounding property owners of 555 Cedar Lane regarding your request for a special use permit. Your attendance is needed at the Planning & Zoning meeting and the Public Hearing for which your request will be discussed.

PLANNING & ZONING MEETING
Thursday, March 3rd at 6:00 pm

PUBLIC HEARING – BOARD OF ALDERMAN (if approved by P&Z)
Thursday, March 10th at 6:00 pm

These meetings will be held at City Hall. If you have any questions please call.

Sincerely,

David Bova
Community Development Administrator

City of Ste. Genevieve
165 S. Fourth Street, Ste. Genevieve, MO 63670
573-883-5400

Run week of February 23rd – 1 week only

NOTICE OF PUBLIC HEARING

The Planning & Zoning Commission of the City of Ste. Genevieve, Missouri will hold a public meeting on Thursday, March 3, 2022 at 6:00 PM at City Hall, 165 S. Fourth Street.

The Mayor and the Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on Thursday, March 10, 2022 at 6:00 p.m. at City Hall, 165 South Fourth Street.

The purpose of the meeting & hearing is to consider the following requests:
Robert & Elizabeth Pershall are requesting a special use permit to allow guest lodging at 555 Cedar Lane in an R-1 Single Family Residential District.

Chad & Sara Kreitler are requesting a special use permit to allow guest lodging at 1090 Market Street in an R-1 Single Family Residential District.

All interested parties are invited to attend.

BILL NO. 4481

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR ROBERT & ELIZABETH PERSHALL THAT WILL ALLOW GUEST LODGING AT 555 CEDAR LANE.

WHEREAS, Robert & Elizabeth Pershall are requesting a Special Use Permit that will allow Guest Lodging at 555 Cedar Lane, which is currently located in a R-1 Single Family Residential Zone District; and

WHEREAS, the Planning & Zoning Commission recommended approval (5-Yes 0-No 3-Absent) at the March 3, 2022 meeting with the terms and conditions stated in Exhibit “A”, attached to 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 ONE. The Board of Aldermen hereby approves the Special Use Permit request by Robert & Elizabeth Pershall that will allow guest lodging at 555 Cedar Lane with the terms and conditions stated in “Exhibit A”.

SECTION TWO. This ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

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

SECTION FOUR. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be give effect with such invalid part or parts.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED THIS _____ DAY OF _____, 20__ BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

**ALDERMAN SUSAN JOHNSON
ALDERMAN GARY SMITH
ALDERMAN ROBERT DONOVAN
ALDERMAN MIKE JOKERST
ALDERMAN JEFF EYDMANN
ALDERMAN MIKE RANEY
ALDERWOMAN ASHLEY ARMBRUSTER
ALDERMAN JOSEPH PRINCE**

____ Yes ____ No ____ Absent

Approved as to form:

Paul Hassler, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

City of Ste. Genevieve
REVIEW AND RECOMMENDATION
 From the
PLANNING & ZONING COMMISSION

APPLICANTS NAME: Charles & Jeanne Boyer

ADDRESS : 102 Ashton Court, Bonne Terre, MO 63628

BRIEF DESCRIPTION OF REQUEST: Re-Zone request for parts of U. S. Survey 141, 142 and 143 in City Block 3 in the City of Ste. Genevieve, Missouri, also known as 50 Jefferson Street, from "I-1" Light Industrial to "C-2" Central Business.

DATE OF REQUEST: January 18, 2022

RECOMMENDATION

THE STE GENEVIEVE PLANNING & ZONING COMMISSION RECOMMENDS THAT THIS APPLICATION BE:

(X) APPROVED () DENIED () TABLED

PLEASE INDICATE ANY TERMS OR CONDITIONS AFFECTING THE APPROVAL OF THIS APPLICATION

IF PERMIT IS TO BE DENIED, WHAT ARE THE REASONS FOR DENIAL:

VOTE OF THE COMMISSION MEMBERS RECORDED AS FOLLOWS:

COMMISSIONERS	YES	NO	ABSENT	ABSTAIN
Gary Roth, Chairman	<u>X</u>	---	---	---
Gina Bryant	<u>X</u>	---	---	---
Joseph Prince, Alderman	---	---	<u>X</u>	---
Anthony Grass	<u>X</u>	---	---	---
Carl Kinsky	<u>X</u>	---	---	---
Kristi Cleghorn	<u>X</u>	---	---	---
Justin Donovan	<u>X</u>	---	---	---
Kathleen Waltz	---	---	<u>X</u>	---



 Gary Roth, Chairman

2-7-22

 Date



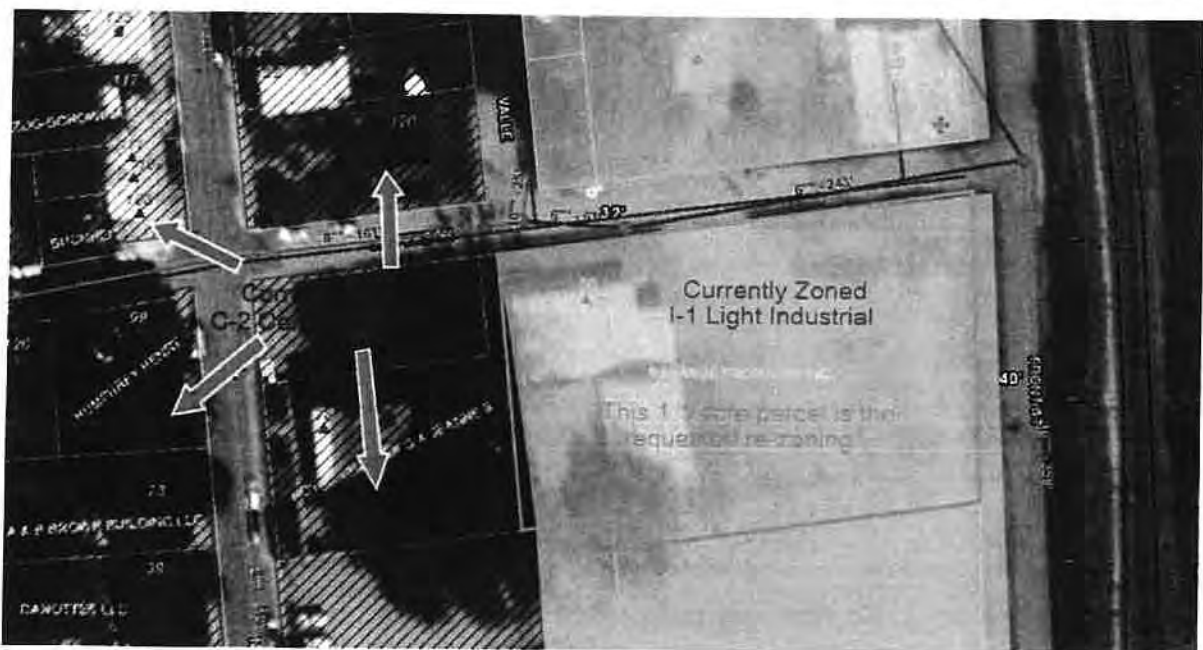
STAFF REPORT Planning & Zoning Commission

February 3, 2022

Charles & Jeann Boyer are requesting to rezone the following property from "I-1" Light Industrial to "C-2 Central Business.

Part of U.S. Surveys 141, 142, and 143 in City Block 3 in Township 38 North, Range 9 East of the Fifth Principal Meridian in the City and County of Ste. Genevieve, Missouri. Also being all and in part of the land as described in Book 535 at Page 20 and Book 366 at Page 33. Also known as 50 Jefferson.

Common Identification	Owner	Address	Parcel Id
50 Jefferson	Charles G Boyer & Jeanne S. Boyer	102 Ashton Court Bonne Terre, MO 63628	07-5.0-021-04-007-0001.00



Currently, this 1.1 acre parcel and the building on it are not occupied; the building has been vacant for at least 5 years. Its' previous uses were for storage, factory, and mercantile (sales & repair). It is currently zoned I-1 Light Industrial and all of those uses are allowed. Other uses near this parcel include parking lot, manufacturing, railroad ROW, retail stores and restaurants in addition to residential uses. The uses, classified as "S"torage, "F"actory, "A"sssembly, and "M"ercantile, are generally allowed in both and I-1 and C-2 zone with some restrictions. "R"esidential use is not allowed in an I-1 district but is allowed in a C-2 district and is prevalent throughout this area of the downtown C-2 Central Business district, including the adjoining parcel owned by the applicants.

The proposed future use of the parcel, per the applicant, will be for a live theatre and event space in addition to residence within the building to house their on-site manager. The live theatre and event space are classified as an "A" assembly usage which is an allowed use within an I-1 Light Industrial zone and a C-2 Central Business zone. However, the residential use is currently not allowed in I-1. The change to C-2 Central Business District will allow the mixed use assembly and residential use of the building and property, remain in-line with existing uses on the surrounding properties, and allow for future expansion of similar type uses.

Extending an existing zone is an allowable and acceptable amendment to the boundaries of the established zoning districts. The purposes of our zoning ordinance, according to municipal ordinance and state statute are to regulate and restrict the location of industry and buildings, regulate and limit the height and use of buildings, regulate and limit the density of use and lot areas, and to regulate and determine the areas of yards and other open spaces surrounding such buildings. The City will still be able to accomplish these purposes were this re-zoning granted. And the actual current and allowable uses within both zones will remain the same though the boundaries will be slightly altered.

Staff Recommendation: Approval

Respectfully submitted,
David Bova,
Community Development Administrator



CITY OF STE. GENEVIEVE, MISSOURI
 165 S. Fourth Street
 Ste. Genevieve, MO 63670
 Phone (573) 883-5400 Fax (573) 883-8105
 Re-Zoning Application

FEE: \$50.00
 PAID: 1/20/22

DATE RECEIVED:
 JAN 28 2022



PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION A.

1. **Street Address of Tract or Tracts:**
50 JEFFERSON STREET

2. **Names and Addresses of All legal owners of tract(s). (use additional page if necessary)**
Charles G. & JEANNES, Boyer (husband & wife)
102 Ashton Court
Bonne Terre, Mo. 63628

3. **Current Zoning Classification:**

A (Agricultural) _____	I-1 (Light Industrial) <input checked="" type="checkbox"/>
MH (Mobil Home Park) _____	I-2 (Heavy Industrial) _____
R-1 (Single Family Residential) _____	C-1 (General Commercial) _____
R-2 (General Residential) _____	C-2 (Central Business) _____

4. **Desired Zoning Classification:**
C-2 Central Business

5. **Signatures of All persons listed in Item #2. (use additional pages if necessary)**

<u>Charles G. Boyer</u> PRINTED OR TYPED NAME	<u>Charles G. Boyer</u> SIGNATURE
<u>Jeanne S. Boyer</u> PRINTED OR TYPED NAME	<u>Jeanne S. Boyer</u> SIGNATURE

5. **Contact for Application:**

Name: Charles Boyer

Address: 102 Ashton Ct. Bonne Terre, Mo. 63628

Phone: 573-631-8665

I state upon my oath that all the information contained in this application is true and correct:

Charles G. Boyer Jan 18, 2022
 Applicant's Signature Date