

**AGENDA**  
**STE. GENEVIEVE BOARD OF ALDERMEN**  
**REGULAR MEETING**  
**THURSDAY – APRIL 14, 2022**  
**6:00 p.m.**

**CALL TO ORDER.**

**PLEDGE OF ALLEGIANCE.**

**ROLL CALL.**

**APPROVAL OF AGENDA.**

**CERTIFICATION OF ELECTION RESULTS.**

**SWEARING IN OF NEW MEMBERS.**

**ROLL CALL.**

**ELECTION OF PRESIDENT OF THE BOARD OF ALDERMEN.**

**PRESENTATION/AWARDS.**

**PERSONAL APPEARANCE.**

**CITY ADMINISTRATORS REPORT.**

**STAFF REPORTS.**

- Jeffrey Wix – Tourism Director
- Dave Bova – Community Development Admin
- Kenny Steiger – Fire Chief

**COMMITTEE REPORTS.**

**PUBLIC COMMENTS.**

**CONSENT AGENDA.**

- Minutes – Board of Aldermen – Regular Meeting – March 24, 2022
- **RESOLUTION 2022-43.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI REVISING THE CREDIT CARD POLICY AND PROCEDURES MANUAL
- **RESOLUTION 2022-44.** A RESOLUTION APPOINTING WHITNEY TUCKER TO THE STE. GENEVEIVE PLANNING AND ZONING COMMISSION.
- **RESOLUTION 2022-45.** A RESOLUTION APPOINTING AMANDA HUTCHINGS TO THE STE. GENEVIEVE PLANNING AND ZONING COMMISISON.
- **RESOLUTION 2022-46.** A RESOLUTION AUTHORIZING THE CITY CLERK TO DISPOSE OF CITY RECORDS THAT ARE ON FILE IN THE CITY CLERK'S OFFICE THAT HAVE MET THE RETENTION SCHEDULE AND WILL BE DESTROYED IN COMPLIANCE WITH THE GUIDELINES ESTABLISHED BY THE SECRETARY OF STATE'S OFFICE PER RSMo. 109.230 (4)

**OLD BUSINESS.**

**NEW BUSINESS.**

**BILL NO. 4486.** AN ORDINANCE VACATING ALL THAT PART OF THE TWELVE (12) FOOT ALLEY LOCATED WITHIN BLOCK NUMBER 2 OF ZIEGLER'S ADDITION TO THE CITY OF STE. GENEVIEVE, STE. GENEVIEE COUNTY, MISSOURI, FROM THE NORTH RIGHT-OF-WAY LINE OF ZIGLER STREET EXTENDING NORTHWEST TO THE SOUTH RIGHT-OF-WAY LINE OF LAHAYE STREET. **1<sup>ST</sup> READING.**

**BILL NO. 4487.** AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE WATER MAIN REPLACEMENT – 4<sup>TH</sup> STREET & MAIN STREET CREEK CROSSING PROJECT IN AN AMOUNT OF \$526,794.00. **1<sup>ST</sup> & 2<sup>ND</sup> READING**

**BILL NO. 4488.** AN ORDINANCE AUTHORIZING THE TOURISM DIRECTOR TO EXECUTE A CONTRACT FOR OUTDOOR ADVERTIZING WITH ROBINSON OUTDOOR. **1<sup>ST</sup> & 2<sup>ND</sup> READING.**

**BILL NO. 4489.** AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REVISED COOPERATIVE AGREEMENT WITH STE. GENEVIEVE COUNTY FOR THE COLLECTION OF CITY TAXES. **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/stegeneviecityhall/](http://www.facebook.com/stegeneviecityhall/)**

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

*Posted By: Pam Meyer, City Clerk  
April 11, 2022*

**Sue Wolk**  
**Ste. Genevieve County Clerk**

55 S. THIRD ST, ROOM 2  
 STE GENEVIEVE MO 63670  
 PHONE: 573-883-5589  
 FAX: 573-883-7202

**CERTIFICATION OF ELECTION RESULTS BY COUNTY CLERK**

TO: Pam Meyer, City Clerk for the City of Ste. Genevieve

The following is an Official Certification of Election Results of the **General Municipal Election** held in Ste. Genevieve County on **April 5, 2022**.

And having compared the record of the Precinct Returns and Tally Sheets made by the Election Judges and having corrected any discrepancies, do hereby certify the following Abstract of Votes Cast.

<u>Alderman Ward 1 - 2 yr. term</u>	<u>Votes</u>
Kristi Cleghorn	111
<u>Alderman Ward 2 - 2 yr. term</u>	
Robert "Bob" Donovan	112
<u>Alderman Ward 3 - 2 yr. term</u>	
Jeff Eydmann	174
<u>Alderman Ward 4 - 2 yr. term</u>	
Joseph D. (Joe) Prince	160

**Certificate of Election Results**

I, Sue Wolk, County Clerk/Election Authority of Ste. Genevieve County, Missouri, do hereby certify that the following is a full and accurate return of all votes cast for all issues at said election as certified to me by the duly qualified and acting judges of said election.

Carol Steig  
 Canvasser

Janet King  
 Canvasser

*Sue Wolk*  
**Ste. Genevieve County Clerk**

Certified this 8<sup>th</sup> day of April 2022.

(SEAL)

*Sue Wolk*

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Sue Wolk  
County Clerk/Election Authority  
County Ste Genevieve, State of Missouri

## CITY ADMINISTRATOR REPORT

April 14, 2022

1. With our ACH option for water/sewer bill payments stopping, we have had to add another 350 allowable users on Front Desk to accommodate those who want to use the billing/payment software. Our initial setup was 500 users so now we are around 1/2 of bill payers at this point. Staff has been calling everyone that didn't respond to our letter last year to warn them that ACH will discontinue for free from our software company. We have about 60 customers we have not been able to contact (bad phone numbers) and they will not see a withdrawal from their account this month. We will be leaving notes at their homes to try and reach them.
2. The health committee has been unable to meet due to scheduling conflicts with our insurance provider. We hope to meet soon to review health insurance options if we need to make some adjustments and talk about the employee portion of the insurance premium.
3. We received over 2 inches of rain on May 30<sup>th</sup> over a 12-24 hour period and our system was able to maintain that to a point. Ditches were full next to Shuh's, on Scott Street, behind Pointe Basse Subdivision, and off Market Street, but not over. Stormsewer committee met with a prospective consultant and will meet with a second consultant on April 27 with a recommendation in May.
4. The building committee finalized the plan ideas for the board room so Mr. Bacon is moving forward with drafting plans for bid.
5. With our new email service through Office 365 I hope everyone has had a chance to sign in, change the password, try it out on a desktop or phone. It is important that board members use that email so we follow the Sunshine Law and Secretary of State's recommendation for email retention and archiving which was one of the goals set when I first arrived. Forward Slash highly recommends using this email for any and all city business and forwarding your other emails to the stegenevieve.org one.



## TOURISM REPORT

*For Ste Genevieve Board of Aldermen*

April 10, 2022

### OVERVIEW

#### **Shop Hop**

- Saturday March 26<sup>th</sup>
- Sales & Discounts at local shops
- Live music, door prizes, raffles and the Easter Bunny

#### **Marketing Workshop**

- Wednesday March 30<sup>th</sup>
- Held at City Hall
- Attendees represented various categories
- Businesses outside the city participated

#### **Taste of Ste Genevieve**

- Hosted by Friends of *Ste Genevieve County Memorial Hospital*
- Community Center
- Saturday night April 9<sup>th</sup> 6 - 9:30pm
- Fundraiser which showcased food and beverages from Ste Genevieve and surrounding area

#### **StG Gravel Classic**

- *Ste Genevieve County Memorial Hospital* partnered with the tourism department to cross promote both events
- Friday April 8<sup>th</sup>, 5-8 pm participants picked up packets which included event information, tourism information and the opportunity to purchase tickets to the Taste of Ste Genevieve event
- StG Gravel Classic event start on Saturday April 9<sup>th</sup> at 8am
- Approximately 400 cyclists registered
- The event attracted an estimated 1,000 people directly related to the event
- Many area businesses opened early
- Area businesses donated items for baskets representing Ste Genevieve which were given to winners in 5 categories
- Area business were also vendors



**Missouri Tourism Road Show**

- Reschedule for May 24<sup>th</sup>
- Being held at the Community Center

**Publicity**

- Ste Genevieve is a finalist in a reader’s poll by *St Louis Magazine* called the **A List 2022**
  - Ste Genevieve is one of five (5) finalists for top weekend destination (Lake of the Ozarks, Big Cedar Lodge, Innsbrook, Hermann)
- More than 77,000 nominations for more than 200 categories
- Voting continues through April 18<sup>th</sup>

WELCOME CENTER

**Visitors**

- Comparison
  - 2021 March– **1058**
  - 2022 March total – **1263**
- Two staff members have submitted letters of resignation
  - National Park Service will cover daily duties (currently covering Sundays)
  - French Colonial Life staff and various others have volunteered, if needed

MARKETING

*Social Media*



Total Facebook Pages “Likes”= **13,565**

Total Facebook Pages “Followers”= **14,017**

Facebook comparisons

Category	Month (March 11 - April 7)	Week (April 1 -7)
Post Reach	131,012 (32%)	58,392 (45%)
Post Engagement	11,521 (8%)	3609 (-30%)
New Page Likes	112 (-13%)	33 (74%)
Page Views	698 (-10%)	210 (9%)





## UPCOMING EVENTS

### **Celebrating Audubon's Legacy**

- Sponsored by the Ste Genevieve Art Guild
- Friday, Saturday, and Sunday April 22- 24
- A musical titled "Hope Is A Shy Bird" by the Ste Genevieve Theatre Guild
- Exhibits of birdhouses made by local residents
- Bird Walk

### **Ecole du Soldat**

- Friday, Saturday, and Sunday April 22- 24
- Felix Valle House

### **Living History Saturdays**

- French Colonial Life
- Begins May 7<sup>th</sup> through September
- Saturdays 11am - 3pm



## Community Development April 2022 Staff Report 03/07/22 – 04/07/22

### *Historic Preservation – Heritage Commission*

- Meeting – 3/21 – Approved 4 COA's; 3 COA's approved administratively
- Next meeting – 4/18
- No updates on 2 Historic Preservation Fund grants - 1 Outreach & 1 Survey

### *Building Department / Code Enforcement*

- Occupancy Permits / Inspections 42
- Building Permits Issued 13
- Demolition Permits 1
- Sign Permits 0
- Chicken Permits 0
- Special Use Permits 0
- Continuing process to include Tiny Homes in zoning code
- Received 1 application for sidewalk repair reimbursement

### *Comprehensive Plan Update*

- Steering Committee established
  - Board reps are Alderman Raney & Alderwoman Johnson
  - Funnel public input through me, committee or RPC
- Current stage of process is Data Collection
  - Local collection (“on the ground”) near completion

### *Planning & Zoning*

- No April meeting – next scheduled meeting is May 5<sup>th</sup>

### *Board of Adjustment*

- Nothing new to report

### *Floodplain Management*

- Nothing new to report

### *Property Maintenance*

- 2018 Focus Properties Remaining 4
- Nuisance Property Issues 8
- Vegetation Nuisance Issues 0
- Building Code Violation Issues 2

***Training 2022***

- Short Term Rentals and Government webinar – Granicus – completed 12/7
- Re-Districting Webinar – MML – completed 12/7
- Floodplain Development Permits Update – SEMA – completed 1/20
- Post-Disaster Responsibilities – SEMA – completed 2/10
- SEMA / FEMA Substantial Damage – completed 2/17

# Ste. Genevieve Fire Department

Ken Steiger Fire Chief  
165 South 4<sup>th</sup>. Street  
Ste. Genevieve, Mo. 63670

Phone: 573-883-5400 City Hall  
Phone: 573-883-5321 Fire House  
Fax: 573-883-8081 Fire House  
Email: sgfd7101@gmail.com  
Cell Phone: 573-883-0615

## Monthly Operations Report

Date: **March, 2022**

### Calls for Assistance:

- SGFD responded to **22** emergency calls in **March**
- Total so far this year are **58** calls, **up 18** calls from last year

### Staffing:

- SGFD roster is down **3**. Due to the fireman being volunteer, openings will occur
- Volunteers are still needed to form an applicant list, contact any SGFD firefighter if Interested
- **We have signed on 2 new members.**

### Training: (FYI, all monthly training is done after hours or on weekends)

- **Monthly Training was Interior search and rescue with ladders**
- **Did our monthly preplanning meeting on the county jail**
- **We hosted the University of Missouri "Grain Bin Rescue Class"**

### Meetings Attended

Ozark Firefighters meetings – **Attended**  
Bi County Chiefs Meeting - **Cancelled**

### Technical Rescue: (FYI, all Tech Rescue training is done after hours or on weekends in addition to regular monthly training)

- Nothing to report

### Facility:

### Apparatus & Equipment Maintenance:

The new brush truck switch over has begun.

### Fire Radio

- Radio grant funding has been approved and released working on the purchase now. **Radios have been ordered. It appears that one of the other grant recipients was disqualified due to not following the rules for purchasing. The committee is looking into and will vote soon on dividing that grant among the rest of the recipients. This could mean an additional radio being purchased and installation being paid for.**
- St Francis County 911 radio survey  
Nothing to report

Building and Grounds

**Roof Repairs**

**We have written new specs for the repair and will be advertising for bids in the next week.**

Grants

We received the Missouri Dept of Conservation Grant. This grant is a 50% match. Our Match for the grant is \$3,746.87. This amount is available in the Rural Fire Account. We have received some of the equipment and the rest is on order with no arrival ETA.

Community Foundation Grant

We have been informed there is some money left in the account and they will be accepting new grant applications by April 2, 2022. I plan to apply for a grant for the City Fire Department and for the Ste Genevieve County Tech Rescue Team. This is a "No Matching Fund Grant Application"

**Applications have been made for the City Fire Department and the County Technical Rescue Team**

County Firefighters Assn.:

Nothing to report

Local & State Mutual Aid:

- Nothing new to report

Misc.

- **We had our annual awards supper and the following awards were presented.**
  - Fire Chief's Award for Extra Service**
    - Justin Donovan**
    - Charlie Wibbenmeyer**
    - Owen Roth**
  - Years of Service Awards**
    - Bill Holst 10 years**
    - Carl Bone 15 Years**
    - Gray Roth 30 years**
    - Ken Steiger 35 Years**
  - Fire Fighter of the Year**
    - Owen Roth**

KnoxBox Program

Boxes Approved, shipped and Waiting for installs

Ste. Genevieve Do It Center (still waiting for warehouse on Chadwell)

Mid State Wood Products for Trautman Building

American Custard

Recent Installs

None

MINUTES OF THE  
STE. GENEVIEVE BOARD OF ALDERMEN  
REGULAR MEETING  
THURSDAY – MARCH 24, 2022

**CALL TO ORDER.** Mayor Hassler called the regular meeting of the Ste. Genevieve Board of Aldermen to order at 6:00 p.m. and all stood for the Pledge of Allegiance.

**ROLL CALL.** A roll call by City Clerk Pam Meyer showed the following members present:

Mayor Paul Hassler	
Alderman Susan Johnson	Alderman Robert Donovan
Alderman Jeff Eydmann	Alderman Ashley Armbruster
Alderman Mike Jokerst	Alderman Joe Prince

Absent: Alderman Gary Smith  
Alderman Mike Raney

**APPROVAL OF AGENDA.** A motion by Alderman Jokerst, second by Alderman Eydmann to approve the amended agenda as presented. Motion carried 6-0-2 with Alderman Smith and Alderman Raney absent.

**PRESENTATION/AWARDS.** None.

**PERSONAL APPEARANCE.** None.

**CITY ADMINISTRATORS REPORT.** (See Attached)

**STAFF REPORTS.**

ERIC BENNETT – POLICE CHIEF (See Attached)

STEVE WILSON – ALLIANCE PUBLIC WORKS MANAGER (See Attached)

**COMMITTEE REPORTS.** Alderman Armbruster reported on the Movie in the Park night that was recently held at the Orris Theatre. She thanked the Greminger's for allowing it to be held there. There was a small crowd but everyone enjoyed it. Alderman Armbruster reported that there will be a Park Board Meeting at City Hall on Monday, March 28<sup>th</sup> at 7:00 p.m.

**PUBLIC COMMENTS.** None.

**CONSENT AGENDA.**

- Approval of the Minutes of the March 10, 2022 Board of Aldermen Regular Meeting
- Treasurer's Report – February, 2022
- **RESOLUTION 2022 – 41.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH JESSICA TUCKER TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2022 – 42.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH KARI DAVIDSON TO MAINTAIN FLOOD BUYOUT PROPERTY.

A motion by Alderman Jokerst, second by Alderman Donovan to approve the Consent Agenda as presented. Motion carried 6-0-2 with Alderman Smith and Alderman Raney.

**OLD BUSINESS.**

**BILL NO. 4478. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE 2022 STREET REPAVING PROGRAM IN AN AMOUNT OF \$190,705.00. 2<sup>ND</sup> READING.** A motion by Alderman Donovan, second by Alderman Jokerst, Bill No. 4478 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Donovan, Alderwoman Armbruster, Alderman Eydmann, Alderwoman Johnson, Alderman Prince and Alderman Jokerst. Nays: None Absent: Alderman Smith and Alderman Raney. Motion carried 6-0-2. Thereupon Bill No. 4478 was declared Ordinance No. 4403 signed by the Mayor and attested by the City Clerk.

**BILL NO. 4479. 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. 2<sup>ND</sup> READING.** A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4479 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Donovan, Alderwoman Armbruster, Alderman Eydmann, Alderwoman Johnson, Alderman Prince and Alderman Jokerst. Nays:

None Absent: Alderman Smith and Alderman Raney. Motion carried 6-0-2. Thereupon Bill No. 4479 was declared Ordinance No. 4404 signed by the Mayor and attested by the City Clerk.

**BILL NO. 4480. AN ORDINANCE APPROVING A ZONING CHANGE FROM "I-1" LIGHT INDUSTRIAL TO "C-2" CENTRAL BUSINESS FOR 50 JEFFERSON STREET. 2<sup>ND</sup> READING.** A motion by Alderman Donovan, second by Alderman Prince, Bill No. 4480 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Donovan, Alderwoman Armbruster, Alderman Eydmann, Alderwoman Johnson, Alderman Prince and Alderman Jokerst. Nays: None Absent: Alderman Smith and Alderman Raney. Motion carried 6-0-2. Thereupon Bill No. 4480 was declared Ordinance No. 4405 signed by the Mayor and attested by the City Clerk.

**BILL NO. 4483. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND STE. GENEVIEVE COUNTY TO ASSIST IN THE FUNDING AND COOPERATION OF THE STE. GENEVIEVE COUNTY RECYCLING CENTER. 2<sup>ND</sup> READING.** A motion by Alderman Donovan, second by Alderman Prince, Bill No. 4483 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Donovan, Alderwoman Armbruster, Alderman Eydmann, Alderwoman Johnson, Alderman Prince and Alderman Jokerst. Nays: None Absent: Alderman Smith and Alderman Raney. Motion carried 6-0-2. Thereupon Bill No. 4483 was declared Ordinance No. 4406 signed by the Mayor and attested by the City Clerk.

#### **NEW BUSINESS.**

**Approval of the low bid of Bauman Contracting in the amount of \$526,794 for the Water Main Improvements on N. Fourth Street and N. Main Street.** A motion by Alderman Prince, second by Alderman Donovan to approve the low bid of Bauman Contracting and use ARPA funds to cover the amount that is over the budgeted amount. (approximately \$114,000.00) Motion carried 6-0-2 with Alderman Smith and Alderman Raney absent.

**BILL NO. 4485. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A PROFESSIONAL CONSULTING SERVICE AGREEMENT WITH JAAD CREATIVE SERVICES OF PEKIN INDIANA FOR VISITSTEGEN WEB SITE IMPROVEMENTS. 1<sup>ST</sup> & 2<sup>ND</sup> READING.** A motion by Alderman Jokerst, second by Alderman Prince, Bill No. 4485 was placed on its first reading, read by title only, considered and passed by a 6-0-2 vote of the Board of Aldermen with Alderman Smith & Alderman Raney absent. (This was approved with the amendment of Exhibit "A", deleting 1.(a) Park Improvements) A motion by Alderman Prince, second by Alderman Eydmann to proceed with the second and final reading of Bill No. 4485. Motion carried 6-0-2 with Alderman Smith and Alderman Raney absent. A motion by



Alderman Donovan, second by Alderman Prince, Bill No. 4485 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Donovan, Alderwoman Armbruster, Alderman Eydmann, Alderwoman Johnson, Alderman Prince and Alderman Jokerst. Nays: None Absent: Alderman Smith and Alderman Raney, Motion carried 6-0-2 Thereupon Bill No. 4485 was declared Ordinance No. 4407 signed by the Mayor and attested by the City Clerk.

**OTHER BUSINESS.** None.

**MAYOR/BOARD OF ALDERMEN COMMUNICATION.** None.

**EXECUTIVE/CLOSED SESSION.** The Ste. Genevieve Board of Aldermen may enter into an Executive Closed Session before, during or after this meeting, if such action is approved by the majority of the Board members present, with a quorum, to discuss litigation matters as authorized by Section 610.021(1) and personnel matters as authorized by Section 610.021(3), RSMO. A motion by Alderman Eydmann, second by Alderman Prince to enter closed session to discuss litigation matters and personnel matters. Motion carried 6-0-2 with the following roll call vote: Ayes: Alderman Donovan, Alderwoman Armbruster, Alderman Eydmann, Alderwoman Johnson, Alderman Prince and Alderman Jokerst. Nays: None Absent: Alderman Smith and Alderman Raney. 6:27 p.m.

**ADJOURNMENT.** With no further business Mayor Hassler adjourned the meeting at 6:41 p.m.

Respectfully submitted by,

Pam Meyer  
City Clerk

**RESOLUTION 2022-43**

**A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI REVISING THE CREDIT CARD POLICY AND PROCEDURES MANUAL.**

**WHEREAS**, the City Auditor recommended to have policies and procedures in place for the City of Ste. Genevieve and were adopted by the Board of Aldermen in August of 2020; and

**WHEREAS**, the City Auditor recommended changes to the CREDIT CARD POLICY in their 2021 Financial Report (Audit); and

**WHEREAS**, the Board of Aldermen wish to accept and approve the amended language as attached.

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

**Section 1.** The Board of Aldermen hereby wishes to make the following changes to the Credit Card Policy:

1. Page 1: **COMPLIANCE WITH POLICY, VIOLATIONS AND CONSEQUENCES**--delete the fifth bullet point in its entirety and add the following language:

Use of the credit card for purchases of more than \$500 by splitting purchases into more than one transaction unless approved by the city administrator.

2. Page 3: **CARDHOLDERS: CARDHOLDER RESPONSIBILITIES INCLUDE**--delete the third bullet point in its entirety and add the following language:

Keeping all individual purchases to less than \$500 unless a higher amount is approved by the city administrator.

**Section 2.** That this resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED BY THE STE. GENEVIEVE BOARD OF ALDERMEN THIS 14<sup>th</sup> DAY OF APRIL, 2022.**

Approved by:

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

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

Attest:

Reviewed by:

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

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

# City of Ste. Genevieve

## Credit Card Policy

Adopted August 2020

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### CREDIT CARD CARDHOLDER AGREEMENT

#### Policy

Credit cards are issued at the discretion of the City of Ste. Genevieve to current employees who are granted a formal delegation of the City of Ste. Genevieve's purchasing authority. Delegation of the City of Ste. Genevieve's purchasing authority governs the use of the credit card as a tool for purchasing materials and services for less than \$500. The cardholder agrees to comply with all applicable City policies and procedures and this Cardholder agreement. When signed and accepted, this form acts to assign the formal delegation of purchase authority to a current City of Ste. Genevieve employee to execute credit card purchases.

#### Compliance with Policy, Violations and Consequences

Employee violations to this agreement or to any policy regarding the purchase of goods or services will be investigated and may result in either one or more of the following actions: written warning, revocation of credit card privileges, cancellation of delegation of purchasing authority, disciplinary action (up to and including termination) and/or criminal prosecution. Human error and extraordinary circumstances may be taken into consideration when investigating any violation to this agreement.

The City Clerk of the City of Ste. Genevieve has the authority to investigate and to determine whether a violation of procurement policy has occurred, and to recommend actions to the City Administrator and/or Mayor that may be taken because of such determinations. The City will consider the facts and circumstances of each incident, and will take action as deemed appropriate, and as permitted by applicable law and/or City policy.

Credit Card violations include but are not limited to:

- Purchase of items for personal use
- Purchase of items in violation of the City's travel policy
- Use of the credit card for cash advances
- Exceeding bank credit line limit
- Use of the credit card for purchases of more than \$500 by splitting purchases into more than one transaction unless approved by the city administrator.
- Failure to return the credit card when an employee is reassigned, terminated or upon request

- Failure to turn in packing slips, receipts or other back up documentation to the City Clerk within 30 days of the purchase for the purpose of establishing accountable reconciliation procedures.

### **Ownership and Cancellation of the Credit Card**

The credit card remains property of the Bank. It may not be transferred to, assigned to, or used by anyone other than the designated Cardholder. The Cardholder is accountable for the activity on the card. The bank or City may suspend or cancel Cardholder privileges at any time for any reason. The Cardholder will surrender the credit card upon request to the City of or any authorized agent of the Bank.

### **Spending Limits**

Each credit card has a pre-set limit that may not be exceeded under any circumstances.

### **Receipts**

It is the Cardholder's responsibility to obtain transaction receipts from the merchant each time the credit card is used. Individual transaction receipts are to be attached to periodic statements and submitted to the City Clerk. The City Clerk will be responsible for review and approval of periodic statements. The City of Ste. Genevieve must keep statement data and proof of reconciliation, including receipts and packing slips, on file for a period consistent with the record retention requirements of the State of Missouri.

### **Disputed Items**

It is the Cardholder's responsibility to follow-up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements.

### **Protecting the Credit Card**

The credit card is valuable property which requires proper treatment by the Cardholder to protect it from misuse by unauthorized parties.

### **Validation and Safekeeping**

Sign the credit card immediately upon receipt. The credit card should always be treated with the same care as personal credit cards, bankcards, cash and checks. Keep your card(s) in an accessible, but secure location. When using the credit card for internet purchases, cardholders should ensure that the site utilizes industry recognized encryption transmission tools.

When the expiration date is passed and/or after you have received a new credit card, cut the old credit card in half and dispose of it. Make sure the credit card is returned to you after each charge and verify that the returned credit card has your name on it.

## **Lost or Stolen Credit Cards**

If the credit card is lost or stolen, the employee will contact the issuing Bank's 24-hour toll-free number immediately and then notify the City Clerk.

## **GENERAL**

The City of Ste. Genevieve's employees must receive approval from the City of Ste. Genevieve to have permission to use the City credit cards.

The credit card may be used by the City of Ste. Genevieve employees who have authority to buy goods and services on behalf of the City.

Each credit card bears the Cardholder's name but is actually issued to City of Ste. Genevieve, which is responsible for making prompt payment to the bank. However, Cardholders are responsible for ensuring proper use of the card.

The City Clerk helps ensure the proper use of credit cards by overseeing the city's implementation and use of the card.

## **CARDHOLDERS**

Cardholders must use the card responsibly and in accordance with this policy.

### **Cardholder responsibilities include:**

- Purchasing items for the City of Ste. Genevieve's business use only
- Never lending or sharing the credit card or account number. Purchasing only goods and services that are approved by the City of Ste. Genevieve or are in accordance with the City's policies
- **Keeping all individual purchases to less than \$500 unless a higher amount is approved by the city administrator.**
- Returning the Credit Card to the City Clerk and privilege of its use upon leaving the position which entitled use of the card or upon ending employment with The City of Ste. Genevieve, or upon request of the City Clerk.
- Forwarding purchasing documents, such as sales receipts, to the City Clerk

## **CITY CLERK**

The City Clerk is responsible for:

- Ensuring that these procedures are in place for all cards before employees are given card privileges.
- Timely reconciliation
- Appropriate record keeping
- Handling these administrative duties:

- a) Knowing the credit card limitations and restrictions
- b) Developing and implementing internal procedures that govern the City of Ste. Genevieve's use of the credit cards
- c) Sharing new program information with cardholders
- d) Answering cardholder questions about the use of cards
- e) Monitoring card usage to ensure that the City of Ste. Genevieve's policies, and internal policies and procedures are being followed
- f) Assigning credit card privileges to employees
- g) Communicating with the employees when new or modified cards are required; requesting new cards from the Bank.
- h) Communicating with the employees when card cancellations are required; terminating accounts and inactivating cards and individual authority to use cards
- i) Requesting new cards from the Bank
- j) Sharing new program information with cardholders

**RESOLUTION 2022-44**

**A RESOLUTION APPOINTING WHITNEY TUCKER TO THE STE. GENEVIEVE  
PLANNING AND ZONING COMMISSION.**

**WHEREAS**, Ms. Whitney Tucker, 62 N. Fifth Street, has agreed to be appointed and serve the remainder of the existing three year term of Frank Myers on the Ste. Genevieve Heritage Commission that will expire in February, 2025.

**WHEREAS**, the Mayor advises the Board of Aldermen of his recommendation to appoint Ms. Tucker.

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

Ms. Whitney Tucker is hereby appointed to the Ste. Genevieve Heritage Commission this 14<sup>th</sup> day of April, 2022.

The Mayor shall make this appropriate appointment to the Ste. Genevieve Heritage Commission and that the City staff and officials are directed to take such actions as necessary to implement this Resolution.

**Done and approved this 14<sup>th</sup> day of April, 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 2022-45**

**A RESOLUTION APPOINTING AMANDA HUTCHINGS TO THE STE. GENEVIEVE  
PLANNING AND ZONING COMMISSION.**

**WHEREAS**, Ms. Amanda Hutchings, 521 Scott Street, has agreed to be appointed and serve the remainder of the existing three year term of Kristi Cleghorn on the Ste. Genevieve Planning and Zoning Commission that will expire in October, 2024.

**WHEREAS**, the Mayor advises the Board of Aldermen of his recommendation to appoint Ms. Hutchings.

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

Ms. Amanda Hutchings is hereby appointed to the Ste. Genevieve Planning and Zoning Commission this 14<sup>th</sup> day of April, 2022.

The Mayor shall make this appropriate appointment to the Ste. Genevieve Planning and Zoning Commission and that the City staff and officials are directed to take such actions as necessary to implement this Resolution.

**Done and approved this 14<sup>th</sup> day of April, 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 2022-46**

**A RESOLUTION AUTHORIZING THE CITY CLERK TO DISPOSE OF CITY RECORDS THAT ARE ON FILE IN THE CITY CLERK'S OFFICE THAT HAVE MET THE RETENTION SCHEDULE AND WILL BE DESTROYED IN COMPLIANCE WITH THE GUIDELINES ESTABLISHED BY THE SECRETARY OF STATE'S OFFICE PER RSMo. 109.230 (4)**

**WHEREAS**, the Secretary of State establishes the minimum amount of time records must be retained; and

**WHEREAS**, the City Clerk has determined certain records that can be properly disposed of, attached as (Exhibit "A") and made part of this Resolution.

**NOW THEREFORE, THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI DOES HEREBY DETERMINE AND RESOLVE AS FOLLOWS:**

That the city clerk is hereby authorized to dispose of the list of records that have met the retention schedule established by the Missouri Secretary of State's Office per RSMo. 109.230(4)

**Done and approved this 14<sup>th</sup> day of April, 2022.**

Approved as to form by:

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

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

Reviewed by:

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

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

**UTILITY SERVICE ORDERS & READ IN/OUTS**

*October 2017 – September 2019*

**UTILITY RECEIPTS**

*April 2018 – March 2019*

**UTILITY READING & HISTORY REPORTS**

*January 2015 – September 2020*

**ACCOUNTS PAYBLE**

*October 2018 – September 2020*

**BANK STATEMENTS**

*October 2018 – September 2019*

**BILL NO. 4486**

**ORDINANCE NO.**

**AN ORDINANCE VACATING ALL THAT PART OF THE TWELVE (12) FOOT ALLEY LOCATED WITHIN BLOCK NUMBER 2 OF ZIEGLER'S ADDITION TO THE CITY OF STE. GENEVIEVE, STE. GENEVIEVE COUNTY, MISSOURI, FROM THE NORTH RIGHT-OF-WAY LINE OF ZIEGLER STREET EXTENDING NORTHWEST TO THE SOUTH RIGHT-OF-WAY LINE OF LAHAYE STREET.**

**WHEREAS**, a petition was brought forward to the City of Ste. Genevieve ("City") to vacate the platted alley from the north right of way line of Ziegler Street extending northwest to the south right of way line of LaHaye Street, Block Number 2 Ziegler's Addition; and

**WHEREAS**, the alley right of way has never been improved for vehicular traffic and is not proposed to be improved by the City; and

**WHEREAS**, the City will retain easement rights to the proposed vacated alley right of way; and

**WHEREAS**, per RSMo. Section 88.673 the alley right of way will revert to the adjoining property owners per State Statute; and

**WHEREAS**, the Board of Aldermen after careful and due deliberation find that vacating the alley right of way is deemed necessary and expedient for the City of Ste. Genevieve and its residents, and that the vacated property be dedicated to the adjoining property owners;

**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 of Ste. Genevieve, Missouri, hereby declares it necessary, reasonable and proper to discontinue as a right-of-way and forever vacate the following described right-of-way as a public alley and forever vacate the following described alley, subject to the following reservation of the existing easements.

*All that part of the twelve (12) foot alley located within Block 2 of Ziegler's Addition to the City of Ste. Genevieve, Ste. Genevieve County, Missouri, from the north right-of-way line of Ziegler Street extending northwest to the south right-of-way line of LaHaye Street right-of-way.*

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual utility easement for the construction, maintenance, repair, relocation and operation of all public utility facilities and surface water drainage. No permanent buildings or structures shall be located within or upon said easement.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Sections 2 of this ordinance, as is provided by the laws of the State of Missouri, the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in this ordinance.

SECTION 4. *Effective Date.* The effective date of approval shall be coincidental with the Mayor's signature and attestation by the City Clerk.

SECTION 5. *Severability.* If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**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

ALDERWOMAN SUSAN JOHNSON  
ALDERWOMAN KRISTI CLEGHORN  
ALDERMAN ROBERT DONOVAN  
ALDERMAN MIKE JOKERST  
ALDERMAN JEFF EYDMANN  
ALDERMAN MICHAEL 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

Exhibit I: GIS Location Map

**From:** Lisa Herbig <[lisahrrt@xxxxxxxxxx](mailto:lisahrrt@xxxxxxxxxx)>  
**Sent:** Monday, April 4, 2022 11:15 AM  
**To:** David Bova <[dbova@stegenevieve.org](mailto:dbova@stegenevieve.org)>  
**Subject:** Herbig petition

Tom and Lisa Herbig  
151 Ziegler St. Ste. Genevieve, MO

314-xxx-xxxx  
[LisaHRRT@xxxxxxxxxx](mailto:LisaHRRT@xxxxxxxxxx)

April 4, 2022

Board of Alderman  
Ste Genevieve City Hall  
165 So. 4<sup>th</sup> St.  
Ste. Genevieve, MO 63670

Dear Board of Alderman:

We are writing to petition the City of Ste. Genevieve to abandon the alleyway between our property at 151 Ziegler and the Property on Main St. owned by Mr. Carl Noll.

We have invested substantial time and resources into the preservation and renovation of this historically significant property. The 12 foot alleyway is no longer serving as an alley and is very close to our building. We have maintained the grassed area since the purchase of our property in 2016.

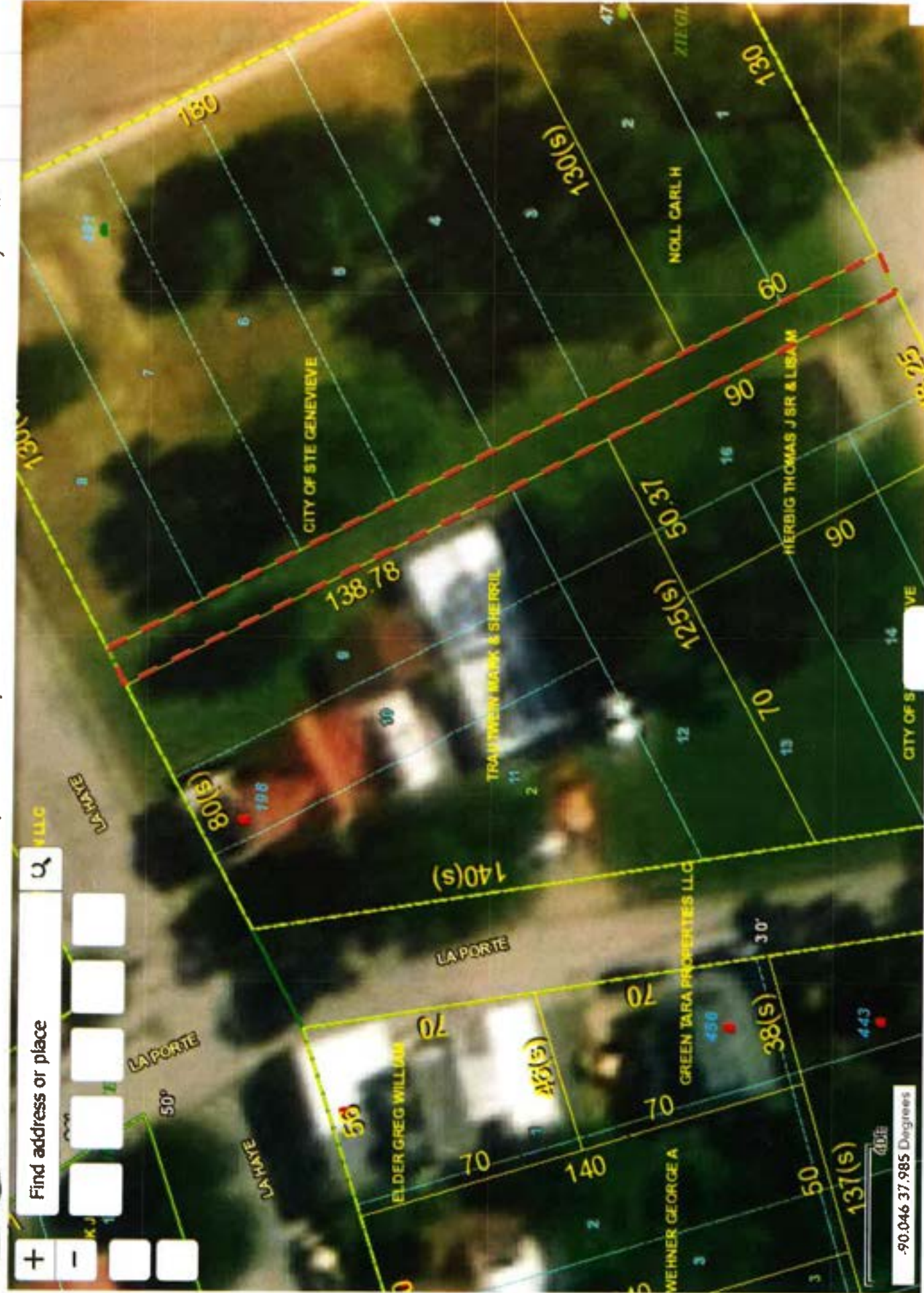
If this petition is granted, we understand that the president would be to divide the property between the owners on either side of the easement. We would appreciate that outcome. However, it would be our preference to purchase the entire alleyway from the city. Our lot (see attached deed) is quite small and the additional property would allow for a buffer between the neighboring property.

Please give this matter your consideration and inform us, at your earliest convenience as to whether you will grant the requested petition.

Sincerely, Tom and Lisa Herbig

# Ste. Genevieve Total Composite Map

Base Data: 11/1/2021 SemoGIS City of Ste





State of Missouri  
County of Ste. Genevieve

I hereby certify that the within instrument  
was filed on: 9/20/2016 3:46 PM  
Number of Pages: 2  
Fees: \$27.00 Doc # 2016-2736  
Peggy Yamnitz, Recorder



*Annette Roth*

Deputy Recorder

## GENERAL WARRANTY DEED

THIS DEED, made and entered into this 20<sup>th</sup> day of September, 2016,  
By and between, Grantor

**ADAM W. MARTY and CATHERINE D. MARTY, husband and wife**

Of the County of Washington, State of Missouri, party or parties of the first part; and Grantee,

**THOMAS J. HERBIG, SR. and LISA M. HERBIG, husband and wife**  
**3 West Glendale Rd.**  
**Webster Groves, MO 63119**

Of the County of St. Louis, State of Missouri, party or parties of the second part.

WITNESSETH, that the party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Ste. Genevieve and State of Missouri, to-wit:

Part of Lots 13, 14, 15 and 16 of Block No. 2 of Ziegler's Addition to the City of Ste. Genevieve, Township 38 North, Range 9 East of the Fifth Principal Meridian and being part of a tract of land conveyed to Sara C. Menard by deed recorded in Book 213 at Page 237 in the Ste. Genevieve County land records and being more particularly described as follows: Beginning at an iron pin on the North line of Ziegler Street, said iron pin being on the West line of a 12 foot alley and being the Southeast corner of aforesaid Menard tract; thence South 64 degrees 02 minutes 53 seconds West along aforesaid North line of Ziegler Street a distance of 48.25 feet to an iron pin in an existing fenceline; thence North 27 degrees 17 minutes 58 seconds East along said fenceline a distance of 90.02 feet to an iron pin on the North line of aforesaid Lot 13, said line also being the North line of aforesaid Menard tract; thence North 64 degrees 02 minutes 53 seconds East along said North line a distance of 50.37 feet to an iron pin at the Northeast corner of said Menard tract, said iron pin being on the West line of aforesaid 12 foot alley; thence South 25 degrees 57 minutes 07 seconds East along said West line a distance of 90.00 feet to the point





**BILL NO. 4487**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE WATER MAIN REPLACEMENT – 4<sup>TH</sup> STREET & MAIN STREET CREEK CROSSING PROJECT IN AN AMOUNT OF \$526,794.00.**

**WHEREAS**, the City of Ste. Genevieve (“City”) has a need to engage with a qualified contractor for the **“WATER MAIN REPLACEMENT – 4<sup>TH</sup> STREET & MAIN STREET CREEK CROSSING”**; and

**WHEREAS**, the City advertised for bids in *The Herald* newspaper and received a total of two (2) proposals, a copy of which is attached as Exhibit “A”; and

**WHEREAS**, a public bid opening was held March 15, 2022 at 2p in the board room of city hall; and

**WHEREAS**, staff recommended the low bid from Vern Bauman Contracting in the amount of \$526,794.00 at the Board of Aldermen Meeting held on March 24, 2022 and it was approved; and

**WHEREAS**, the Board of Aldermen of the City of Ste. Genevieve believes it to be in the best interests of the City to enter into the “Owner-Contractor Agreement”, (Exhibit “B”) incorporated by reference for the **“WATER MAIN REPLACEMENT – 4<sup>TH</sup> STREET & MAIN STREET CREEK CROSSING”** project.

**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 accept the Owner-Contractor Agreement with Vern Bauman Contracting of Ste. Genevieve, Missouri for **five hundred twenty-six thousand seven hundred ninety-four dollars and no cents (\$526,794.00)** approved in substantially the form of Exhibit “B” attached hereto for the **“WATER MAIN REPLACEMENT – 4<sup>TH</sup> STREET & MAIN STREET CREEK CROSSING”** project.

**SECTION 2.** The Mayor is hereby authorized and directed to execute and deliver the Owner/Contractor 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 ordinances 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: \_\_\_\_\_

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

VOTE

- ALDERWOMAN KRISTI CLEGHORN
- 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



April 4, 2022

Mr. Happy Welch  
City of Ste. Genevieve  
165 S. 4<sup>th</sup> Street  
Ste. Genevieve, MO 63670

SENT VIA: EMAIL  
(hwelch@stegenevieve.org)

RE: Water Main Replacement  
4<sup>th</sup> Street and Main Street Creek Crossing  
Project No. 21-8853

Dear Mr. Welch:

Bids were received on March 15, 2022 for the Water Main Replacement – 4<sup>th</sup> Street and Main Street Creek Crossing project. Two (2) bids were received for the project. A copy of the bid tabulation is included for your review.

Upon discussion with staff and review of references, it is Cochran's recommendation to accept the Base Bid from Vern Bauman Contracting as the best and lowest qualified bidder in the amount of \$526,794.00.

Should solid rock excavation be required, payment will be made to the Contractor on a unit basis per the price provided in the bid form.

Cochran will be at the April Board of Alderman Meeting for discussion

Sincerely,

David Van Leer, P.E.  
Cochran

**CITY OF STE. GENEVIEVE  
WATER MAIN REPLACEMENT  
4TH STREET & MAIN STREET CREEK CROSSING  
BD TABULATION SHEET**

Project No: 21-8853  
Bid Date: March 15, 2022, 2:00PM

Item	Description	Unit	Quantity	Engineer's Cost Estimate		Vern Bauman Contracting		T. Drury Contracting	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, Startup, Permits Insurance and Bonds	LS	1	\$17,000.00	\$17,000.00	\$9,500.00	\$9,500.00	\$32,652.00	\$32,652.00
2	Clearing and Grubbing	AC	0.01	\$200,000.00	\$2,000.00	\$195,000.00	\$1,950.00	\$400,000.00	\$4,000.00
3	8-Inch Diameter SDR 21 Class 200 PVC Water Main, In Open-Cut Trench (Provided by the City)	LF	162	\$70.00	\$11,340.00	\$98.00	\$15,876.00	\$116.00	\$18,792.00
4	8-Inch Diameter Ductile Iron Creek Crossing	LS	1	\$60,000.00	\$60,000.00	\$64,485.00	\$64,485.00	\$78,300.00	\$78,300.00
5	6-Inch Diameter SDR 21 Class 200 PVC Water Main, In Open-Cut Trench (Provided by the City)	LF	1,567	\$60.00	\$94,020.00	\$96.00	\$150,432.00	\$99.00	\$155,133.00
6	6-Inch Diameter Ductile Iron Creek Crossing	LS	1	\$55,000.00	\$55,000.00	\$57,650.00	\$57,650.00	\$72,550.00	\$72,550.00
7	Removal and Disposal of Excavated Materials	CY	607	\$45.00	\$22,815.00	\$18.00	\$9,126.00	\$53.00	\$26,871.00
8	Detail "A"	EA	2	\$6,000.00	\$12,000.00	\$5,640.00	\$11,280.00	\$3,950.00	\$7,900.00
9	Detail "B"	EA	1	\$8,000.00	\$8,000.00	\$7,620.00	\$7,620.00	\$5,560.00	\$5,560.00
10	Detail "C"	EA	1	\$14,000.00	\$14,000.00	\$18,180.00	\$18,180.00	\$14,250.00	\$14,250.00
11	Detail "D"	EA	1	\$4,100.00	\$4,100.00	\$2,750.00	\$2,750.00	\$4,850.00	\$4,850.00
12	Detail "E"	EA	1	\$9,500.00	\$9,500.00	\$11,950.00	\$11,950.00	\$9,750.00	\$9,750.00
13	Detail "F"	EA	1	\$7,500.00	\$7,500.00	\$8,550.00	\$8,550.00	\$9,100.00	\$9,100.00
14	8-Inch Diameter 45° M J Bend	EA	2	\$850.00	\$1,700.00	\$1,085.00	\$2,170.00	\$850.00	\$1,700.00
15	8-Inch Diameter 22.5° M J Bend	EA	2	\$850.00	\$1,700.00	\$1,085.00	\$2,170.00	\$835.00	\$1,670.00
16	8-Inch Diameter 11.25° M J Bend	EA	1	\$850.00	\$850.00	\$1,075.00	\$1,075.00	\$830.00	\$830.00
17	8-Inch Diameter M J Gate Valve	EA	2	\$2,000.00	\$4,000.00	\$2,900.00	\$5,800.00	\$1,950.00	\$3,900.00
18	6-Inch Diameter 45° M J Bend	EA	5	\$750.00	\$3,750.00	\$1,045.00	\$5,225.00	\$730.00	\$3,650.00
19	6-Inch Diameter 22.5° M J Bend	EA	1	\$750.00	\$750.00	\$1,050.00	\$1,050.00	\$730.00	\$730.00
20	6-Inch Diameter M J Gate Valve	EA	3	\$1,500.00	\$4,500.00	\$2,485.00	\$7,455.00	\$1,425.00	\$4,275.00
21	4-Inch Diameter M J Plug	EA	2	\$250.00	\$500.00	\$500.00	\$1,000.00	\$1,750.00	\$3,500.00
22	3-Way Fire Hydrant Assembly	EA	3	\$6,000.00	\$18,000.00	\$7,850.00	\$23,550.00	\$5,500.00	\$16,500.00
23	1/2-Inch Service Connection Transfer	EA	19	\$1,300.00	\$24,700.00	\$2,800.00	\$53,200.00	\$1,420.00	\$26,980.00
24	Compacted Granular Backfill	TON	720	\$30.00	\$21,600.00	\$36.00	\$25,920.00	\$25.00	\$18,000.00
25	Asphalt Pavement Repair	SY	360	\$150.00	\$54,000.00	\$65.00	\$23,400.00	\$95.00	\$34,200.00
26	Sidewalk Repair	SY	7	\$120.00	\$840.00	\$165.00	\$1,155.00	\$280.00	\$2,030.00
27	Exposed Aggregate Sidewalk Repair (With Curb and Gutter)	SY	7	\$150.00	\$1,050.00	\$300.00	\$2,100.00	\$450.00	\$3,150.00
28	Finish Grading and Seeding	AC	0.15	\$10,000.00	\$1,500.00	\$14,500.00	\$2,175.00	\$20,000.00	\$3,000.00
<b>Total Base Bid</b>					<b>\$456,715.00</b>		<b>\$526,794.00</b>		<b>\$563,823.00</b>

**Solid Rock Excavation**

Item	Description	Unit	Engineer's Cost Estimate	Vern Bauman Contracting	T. Drury Contracting
			Unit Price (\$)	Unit Price (\$)	Unit Price (\$)
1	Class "B" Excavation not exceeding 25 cu. yd. for any and all construction items	YD <sup>3</sup>	N/A	\$275.00	\$350.00
2	Class "B" Excavation ranging from 25 cu yd to 75 cu yd for any and all construction items	YD <sup>3</sup>	N/A	\$225.00	\$325.00
3	Class "B" Excavation exceeding 75 cu yd for any and all construction items	YD <sup>3</sup>	N/A	\$200.00	\$300.00

**OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **City of Ste. Genevieve** (hereinafter called the "Owner") and **Vern Bauman Contracting**, a corporation with offices located at 21471 Highway 32, Ste. Genevieve, MO 63670, (hereinafter called the "Contractor")

The project is identified as Ste. Genevieve Water Main Replacement – 4<sup>th</sup> Street & Main Street Creek Crossing located in Ste. Genevieve, MO, Project No. 21-8853, (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 seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within 60 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

#### 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 Five Hundred Twenty-Six Thousand, Seven Hundred Ninety-Four Dollars and No Cents (\$ 526,794.00), 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.



**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

(i) 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 and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with 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:	\$2,000,000 each person
	\$2,000,000 each occurrence

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: February 2022
- (e) The Drawings identified as follows:  
Ste. Genevieve Water Main Replacement – 4<sup>th</sup> Street & Main Street Creek Crossing
- (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 – March 11, 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 City 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: \_\_\_\_\_

\_\_\_\_\_  
Title

By \_\_\_\_\_  
Vern Bauman Contracting

(SEAL)

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

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

CITY OF STE. GENEVIEVE  
 WATER MAIN REPLACEMENT  
 4TH STREET & MAIN STREET CREEK CROSSING  
 BID TABULATION SHEET

Project No. 21-8853  
 Bid Date: March 15, 2022, 2:00PM

Item	Description	Unit	Quantity	Engineer's Cost Estimate		Vern Bauman Contracting		T. Drury Contracting	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1	\$17,000.00	\$17,000.00	\$9,500.00	\$9,500.00	\$32,652.00	\$32,652.00
2	Clearing and Grubbing	AC	0.01	\$200,000.00	\$2,000.00	\$195,000.00	\$1,950.00	\$400,000.00	\$4,000.00
3	8-Inch Diameter SDR 21 Class 200 PVC Water Main, In Open-Cut Trench (Provided by the City)	LF	152	\$70.00	\$11,340.00	\$99.00	\$15,876.00	\$116.00	\$18,792.00
4	8-Inch Diameter Ductile Iron Creek Crossing	LS	1	\$60,000.00	\$60,000.00	\$64,485.00	\$64,485.00	\$78,300.00	\$78,300.00
5	6-Inch Diameter SDR 21 Class 200 PVC Water Main, In Open-Cut Trench (Provided by the City)	LF	1,567	\$60.00	\$94,020.00	\$96.00	\$150,432.00	\$99.00	\$155,133.00
6	6-Inch Diameter Ductile Iron Creek Crossing	LS	1	\$55,000.00	\$55,000.00	\$57,650.00	\$57,650.00	\$72,550.00	\$72,550.00
7	Removal and Disposal of Excavated Materials	CY	507	\$45.00	\$22,815.00	\$18.00	\$9,126.00	\$53.00	\$26,871.00
8	Detail "A"	EA	2	\$6,000.00	\$12,000.00	\$5,640.00	\$11,280.00	\$3,950.00	\$7,900.00
9	Detail "B"	EA	1	\$8,000.00	\$8,000.00	\$7,620.00	\$7,620.00	\$5,560.00	\$5,560.00
10	Detail "C"	EA	1	\$14,000.00	\$14,000.00	\$18,180.00	\$18,180.00	\$14,250.00	\$14,250.00
11	Detail "D"	EA	1	\$4,100.00	\$4,100.00	\$2,750.00	\$2,750.00	\$4,850.00	\$4,850.00
12	Detail "E"	EA	1	\$9,500.00	\$9,500.00	\$11,950.00	\$11,950.00	\$9,750.00	\$9,750.00
13	Detail "F"	EA	1	\$7,500.00	\$7,500.00	\$8,550.00	\$8,550.00	\$9,100.00	\$9,100.00
14	8-Inch Diameter 45° M J Bend	EA	2	\$850.00	\$1,700.00	\$1,085.00	\$2,170.00	\$850.00	\$1,700.00
15	8-Inch Diameter 22.5° M J Bend	EA	2	\$850.00	\$1,700.00	\$1,085.00	\$2,170.00	\$835.00	\$1,670.00
16	8-Inch Diameter 11.25° M J Bend	EA	1	\$850.00	\$850.00	\$1,075.00	\$1,075.00	\$830.00	\$830.00
17	8-Inch Diameter M J Gate Valve	EA	2	\$2,000.00	\$4,000.00	\$2,900.00	\$5,800.00	\$1,950.00	\$3,900.00
18	6-Inch Diameter 45° M J Bend	EA	5	\$750.00	\$3,750.00	\$1,045.00	\$5,225.00	\$730.00	\$3,650.00
19	6-Inch Diameter 22.5° M J Bend	EA	1	\$750.00	\$750.00	\$1,050.00	\$1,050.00	\$730.00	\$730.00
20	6-Inch Diameter M J Gate Valve	EA	3	\$1,500.00	\$4,500.00	\$2,485.00	\$7,455.00	\$1,425.00	\$4,275.00
21	4-Inch Diameter M J Plug	EA	2	\$250.00	\$500.00	\$500.00	\$1,000.00	\$1,750.00	\$3,500.00
22	3-Way Fire Hydrant Assembly	EA	3	\$6,000.00	\$18,000.00	\$7,850.00	\$23,550.00	\$5,500.00	\$16,500.00
23	1/2-Inch Service Connection Transfer	EA	19	\$1,300.00	\$24,700.00	\$2,800.00	\$53,200.00	\$1,420.00	\$26,980.00
24	Compacted Granular Backfill	TON	720	\$30.00	\$21,600.00	\$36.00	\$25,920.00	\$25.00	\$18,000.00
25	Asphalt Pavement Repair	SY	360	\$150.00	\$54,000.00	\$65.00	\$23,400.00	\$95.00	\$34,200.00
26	Sidewalk Repair	SY	7	\$120.00	\$840.00	\$165.00	\$1,155.00	\$290.00	\$2,030.00
27	Exposed Aggregate Sidewalk Repair (With Curb and Gutter)	SY	7	\$150.00	\$1,050.00	\$300.00	\$2,100.00	\$450.00	\$3,150.00
28	Finish Grading and Seeding	AC	0.15	\$10,000.00	\$1,500.00	\$14,500.00	\$2,175.00	\$20,000.00	\$3,000.00
<b>Total Base Bid</b>					<b>\$456,715.00</b>		<b>\$526,794.00</b>		<b>\$563,823.00</b>

**Solid Rock Excavation**

Item	Description	Unit	Engineer's Cost Estimate			Vern Bauman Contracting			T. Drury Contracting		
			Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	
1	Class "B" Excavation not exceeding 25 cu. yd. for any and all construction items	YD <sup>3</sup>	N/A		\$275.00		\$350.00				
2	Class "B" Excavation ranging from 25 cu. yd. to 75 cu. yd. for any and all construction items	YD <sup>3</sup>	N/A		\$225.00		\$325.00				
3	Class "B" Excavation exceeding 75 cu. yd. for any and all construction items	YD <sup>3</sup>	N/A		\$200.00		\$300.00				

**NOTICE OF AWARD  
FOR  
CITY OF STE. GENEVIEVE  
WATER MAIN REPLACEMENT  
4<sup>TH</sup> STREET AND MAIN STREET CREEK CROSSING**

To: Vern Bauman Contracting  
21471 Highway 32  
Ste. Genevieve, MO 63670

The Scope of Work includes construction of approximately 1,567 lineal feet of 6-inch diameter PVC water main, 162 lineal feet of 8-inch diameter PVC water main, two creek crossing, associated fire hydrants, valves, fittings, and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated March 15, 2022 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of **\$526,794.00**.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within five (5) working days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City of Ste. Genevieve  
Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Staff Report**

April 14, 2022

To: Board of Aldermen  
From: Happy Welch  
Re: County Collector



**Issue:**

The county attorney is requiring the county collector to change the way she charges the entities she collects for in a different process than the current withholding method. The collector will start invoicing entities for their portion of the payments made and the entity will reimburse, for us that would be by check. We would receive the total amount collected by the county collector and then make a payment back to that office based on the percentages charged by the collector. The percentages do not change, only the payment to the collector and the collector's office.

**Recommendation:**

Approve the agreement presented by the county commissioners for collecting real estate/personal property taxes for the city.

**BILL NO. 4488**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE TOURISM DIRECTOR TO EXECUTE A CONTRACT FOR OUTDOOR ADVERTISING WITH ROBINSON OUTDOOR.**

**WHEREAS**, the City of Ste. Genevieve ("City") promotes tourism through many methods including billboard advertising; and

**WHEREAS**, Robinson Outdoor has created a multi-billboard advertising program for the City and for others who want to partner; and

**WHEREAS**, the City staff has negotiated this agreement and recommend its approval; and

**WHEREAS**, the contract is for billboard advertising in Kentucky, Illinois, and Missouri; and

**WHEREAS**, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to accept the contract to promote tourism in the city and county.

**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 Tourism Director to execute and deliver the attached contract on behalf of the City with Robinson Outdoor of Perryville, Missouri; the contract hereby accepted and approved in substantially the form of Exhibit "A" attached hereto at a total cost of fifty-five thousand two hundred fifty (\$55,250).

**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
Alderswoman Kristi Cleghorn	_____
Alderswoman Susan Johnson	_____
Alderman Bob Donovan	_____
Alderman Mike Jokerst	_____
Alderman Jeff Eydmann	_____
Alderman Mike Raney	_____
Alderswoman 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







**TERMS AND CONDITIONS**

- 1. AGREEMENT OF ACCEPTANCE.** Until accepted and signed by the Robinson Outdoor, the Agreement constitutes only an offer by the Buyer to purchase the advertising services described herein.
- 2. APPROVAL - INDEMNITY.** The Company reserves the right to reject at any time, whether before or after posting, any copy, pictorial or display which is offensive to the moral standards of the community or which is false, misleading or deceptive, or which has a tendency to induce or may result in the creation of laws designed to restrict the outdoor advertising industry in general or which, in the sole discretion of the Company, in any way reflects on the character, integrity or standing of any individual, firm or corporation. Buyer agrees to defend, indemnify, save and hold the Company harmless from any and all claims, loss, liability, judgements, costs and attorney's fees incurred by the Company arising out of, or related to, the contents or subject matter of any copy displayed pursuant to this Agreement, including the infringement of any copyright by artwork submitted by Buyer.
- 3. CONSTRUCTION - REMOVAL.** The Company shall be responsible for, and agrees to indemnify Buyer against any and all losses or damages resulting to persons or property caused by the Company, its employees, or subcontractors in the construction, maintenance or removal of any display.
- 4. LOSS OF LOCATION.** If for any reason the Company is unable to provide a display at a location specified herein, the Company may substitute a location it, in its sole discretion, deems to be of equal advertising value. Such substitution shall not affect the remainder of this Agreement.
- 5. AGENCY.** In the event this Agreement is executed by an advertising agency, such agency acknowledges that it is acting as agent for the disclosed advertiser listed herein. The Agency and the advertiser shall be jointly and severally liable for all payments due hereunder. The Agency shall collect all payments due hereunder from the advertiser and shall forward same to the Company within fifteen (15) days of the Agency's receipt of such payment. The Agency hereby acknowledges that in the event the Company does not receive payment of any invoiced amount within sixty (60) days of the due date thereof, the Company may contact the advertiser directly regarding payment hereunder, and the Company may request copies of any records, receipts or other evidence of payment.
- 6. DEFAULT.** In the event Buyer shall fail to pay any invoice when due, or makes an assignment for the benefits of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against it, the Company may, at its option, terminate this Agreement upon five (5) days written notice to Buyer. Should the Company institute any action or proceeding to recover amounts due hereunder, Buyer agrees to pay, in addition to such amounts, the Company's cost, disbursements, including reasonable attorney's fees. While invoice is sixty (60) days or more past due and without further notice to Advertiser, the Company is authorized, but not required, to cover Buyer's advertising message until all past-due amounts due hereunder to the Company are paid in full, or to remove Buyer's advertising message and replace it with that of another advertiser. If Buyer defaults on this contract by late payment or otherwise and the display is removed, they remain liable for the entire cost of the display space as originally specified by this Agreement.
- 7. FORCE MAJEURE.** Any failure or delay, in whole or in part, in providing the displays agreed herein (resulting from acts of god, strikes, concerted action by employees or labor unions, boycotts, riots, civil insurrection, war, national emergencies, governmental restrictions, inability to secure specified material, or from any other cause beyond the control of the Company, shall not constitute breach of this Agreement.
- 8. LIMITATION OF LIABILITY.** The Company's liability for any and all losses or damages to Buyer resulting from Company's failure to perform any part of the service specified herein, shall in no event exceed the price of the display with respect to which losses or damages are claimed. In no event shall the Company be responsible for incidental or consequential damages.
- 9. ASSIGNMENT.** The rights of the Buyer hereunder are not assignable without the prior written consent of the Company.
- 10. INVOICES.** Invoices shall be due and payable upon receipt. Late charges shall accrue commencing fifteen (15) days after due date at the maximum rate permitted by law.
- 11. DISPLAY.** The Company agrees to have the poster displays specified herein posted on the Posting Dates, subject to five (5) days working allowance, or if space is not available, as soon thereafter as a space becomes available. On Digital displays company guarantees content will be displayed an average of 92.5% of the time during the total contract period.
- 12. DELAY.** If posting is delayed because posters are received by the Company less than five (5) working days prior to specified and, notwithstanding such delay, the Display Period shall expire on the date specified herein.
- 13. DIVISIBILITY, ADJUSTMENT.** In the event the Company is unable to perform a part of the advertising services specified herein, the Company reserves the right to eliminate such service. Credit for any service so eliminated shall be given to the Buyer by extending the Display Period of this Agreement proportionate to the value of the service so eliminated.
- 14. VINYL & DISPLAY MATERIAL.** Robinson Outdoor reserves the right to disregard, reuse, recycle, etc. Any and/or all materials furnished by the Agency, customer, client, or buyer, at Robinson Outdoor's own discretion. This includes, but is not limited to, all vinyl wraps, geo vinyls, and etc.
- 15. FORM OF CREDIT.** Any credit due Buyer for any reason, including credit for a delay in posting for which the Company is responsible, for postings missed for which the Company is responsible, for a loss of location during the Display Period, for the Company's inability to perform any advertising service specified herein, or for reduction in advertising circulation due to loss of illumination shall be in the form of extended service or substitution of location.
- 16. CONVERSION.** In the event that the static face is converted to digital, the contract terms will remain the same without interruption.
- 17. ENTIRE AGREEMENT.** This agreement embodies the entire Agreement between parties, and there are no collateral agreements, oral or written, not contained herein.

**BILL NO. 4489**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REVISED COOPERATIVE AGREEMENT WITH STE. GENEVIEVE COUNTY FOR THE COLLECTION OF CITY TAXES.**

**WHEREAS**, the City of Ste. Genevieve ("City") and Ste. Genevieve County ("County") entered into a cooperative agreement in January, 2007 and a revised cooperative agreement in September, 2019 for the County to prepare and collect tax bills for the City; and

**WHEREAS**, the County wishes to update the agreement in the terms attached as Exhibit "A" to amend the way the county is remunerated by the city for real estate/property tax billing and collection; and

**WHEREAS**, the Board of Aldermen believe it to be in the best interests of the residents of Ste. Genevieve to approve the updated agreement.

**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 of the City of Ste. Genevieve, Missouri hereby authorize and direct the Mayor to enter into the attached co-op agreement (Exhibit "A") as incorporated herein by reference and made a part of this ordinance.

**SECTION 2 EFFECTIVE DATE.** This Ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

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

**SECTION 4 SEVERABILITY.** The invalidity of any section, sentence or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts.

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

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE.  
GENEVIEVE, MISSOURI THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

VOTE

ALDERWOMAN KRISIT CLEGHORN  
ALDERWOMAN SUSAN JOHNSON  
ALDERMAN BOB DONOVAN  
ALDERMAN MIKE JOKERST  
ALDERMAN MIKE RANEY  
ALDERMAN JEFF EYDMANN  
ALDERMAN JOE PRINCE  
ALDERWOMAN ASHLEY ARMBRUSTER

\_\_\_\_ AYES \_\_\_\_ NAYS \_\_\_\_ ABSENT

Approved As To Form:

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

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

Attest:

Reviewed By:

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

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

**COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF STE. GENEVIEVE, MISSOURI AND  
STE.GENEVIEVE COUNTY, MISSOURI  
FOR THE COLLECTION OF TAXES**

**THIS AGREEMENT** ("Agreement") is made and entered into on this 1<sup>st</sup> day of April, 2022 by and between the City of Ste. Genevieve, Missouri, a municipal corporation, hereinafter referred to as the "City", and Ste. Genevieve County, Missouri, hereinafter referred to as the "County", and the Ste. Genevieve County Collector, hereinafter referred to as the "County Collector."

**WITNESSETH:**

**WHEREAS**, the City and County are empowered, pursuant to Article VI, Section 16 of the Missouri Constitution and Sections 70.220 and 140.670 to 140.750 RSMo enter into certain cooperative agreements for common services, including the collection of taxes due the City of Ste. Genevieve, Missouri, on property located within the boundaries of said City; and

**WHEREAS**, the parties are authorized to enter into this agreement pursuant to Sec. 50.332 RSMo;

**WHEREAS**, it is deemed by the parties hereto to be mutually advantageous for the County, by use of the electronic data processing equipment and personnel, to prepare and collect tax bills for the City for an agreed compensation; and

**WHEREAS**, the County Collector has agreed to cooperate and provide for the mechanics and procedures necessary for the collection of the City's real and personal property taxes; and

**WHEREAS**, the City had duly enacted Ordinance Number 4236 attached hereto and incorporated by reference, authorizing the execution of this Agreement on behalf of City;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and the mutual benefits and obligations herein created and set forth, the parties agree as follows:

1. The County Commission, on behalf of the County, covenants and agrees:

That it will maintain and permit the use of its computer terminal facilities, and its office and staff facilities in the development, mailing and collection of city tax assessments and notices to all applicable residents of the City of Ste. Genevieve, Missouri. That it will cooperate with the County Collector and with the officials of the City to act toward the effectuation and execution of this Agreement.

The County will provide a processing mechanism for effectuation and execution of this Agreement as described in Attachment (A) as noted on the Back of this Cooperative Agreement.

2. The City covenants and agrees:
  - a. To compensate the Ste. Genevieve County Collector for the services provided by her at the rate of one and three-quarters percent (1  $\frac{3}{4}$ %) of the total amount of all taxes collected by the Collector on behalf of the City.
  - b. To compensate the Ste. Genevieve County for the use of Ste. Genevieve County's employees and equipment in the collection of City taxes, at the rate of one and one-quarter percent (1  $\frac{1}{4}$ %) of all taxes collected by the Collector.
  - c. In addition to the provisions of subparagraphs (a) and (b), and pursuant to Section 52.290 RSMo, the Collector shall collect, on behalf of the County, a fee of nine percent (9%) for the collection of delinquent and back taxes, to be added to the face of the tax bill and collected from the party paying the tax. Five-ninths (5/9) of the fees collected shall be paid to the Collector, two-ninths (2/9) of the fees shall be paid to Ste. Genevieve County and two-ninths (2/9) of the fees shall be paid to the County Employees' Retirement Fund (CERF).
  - d. Pursuant to Sections 137.082 and 137.720 RSMo, the County shall be entitled to withhold the required fees (currently 1.7%) for the Ste. Genevieve County Assessment Fund instead of billing the City annually.
  - e. To enforce collection of delinquent taxes in accordance with applicable law by conducting tax sales, either separately or in conjunction with the County.
3. The Collector covenants and agrees:
  - a. That upon receipt of the certified tax levies from the County Clerk on or before October 31<sup>st</sup> of each year, the Collector shall create and send out, on behalf of the City, tax bills relating to all real and personal property located within the City boundaries.
  - b. To provide to the City a copy of the original tax list at the same time and in the same manner as those tax reports are generated for real and personal property taxes for the County, and said list shall include all taxpayers, assessments, and other pertinent information necessary to the tax billing for the City.
  - c. To provide the City, within a reasonable time after the termination of the tax period, ending December 31<sup>st</sup> each year, a final tax list for the current year which shall include all taxpayers, assessments, delinquencies, and other pertinent information for the proper accounting of the system.
  - d. To collect, on behalf of the City, all monies due and owing the City for real and personal taxable property within the corporate limits of the City. In addition to the terms of this Agreement, the County Collector's duties and obligations on behalf of

the City in such collections shall be, at minimum, co-extensive with those duties required by Chapter 52 and by Title X (chapters 135 through 155, inclusive) of the Revised Statutes of Missouri in effect as of the date of this Agreement, together with such additional duties as may be imposed by successor enactments to any of the foregoing.

- e. To collect and forward to the City, on a monthly accounting basis, all taxes, penalties and interest collected with a report providing a breakdown of revenues collected by the Collector on behalf of the City, together with the appropriate booking information and data which is reasonable and required by law by the City for its tax records.
- f. To obtain and maintain throughout the term(s) of this Agreement any bond necessary to cover taxes, interest and penalties collected on behalf of the City, as provided by state law.
- g. To use her best professional efforts to effectuate the collection of the City taxes, as set forth herein, by all lawful and proper means.
- h. To maintain reasonable and appropriate accounting and depository records and to pay the taxes collected by her to the City in accordance with this Agreement.
- i. To notify the City of any tax sales involving property located within the City.

4. It is contemplated by this Agreement and understood by the parties that the City tax shall be added to and included on the County tax statements as an additional political subdivision and additional statements, envelopes, postage, or other supplies will not be required.

5. It is further contemplated by this Agreement and understood by the parties as follows:

- a. That as provided by Section 140.680 RSMo, the power to collect the real and personal property taxes of the City is hereby granted to the Collector.
- b. That as provided by Section 140.690 RSMo, real property is in all cases liable for all taxes due the City, and a lien is created for all these taxes, and the interest, costs and penalties provided by law, the same as for State and County taxes, which lien shall be enforced as provided in Chapter 140 RSMo.

6. The County and the Collector shall be responsible for maintaining and operating the tax collection system for the City including, but not limited to, personnel, computer programs, and equipment.

7. The original term of this contract began on April 1, 2022.

8. The term of this contract shall be from April 1<sup>st</sup> through March 31<sup>st</sup> of each year the

contract is in force. The contract shall continue in force from year to year unless either party gives the other party written notice to terminate, by certified mail, not less than six (6) months in advance of said termination. The Agreement shall be automatically renewed thereafter on April 1 of each year for one (1) year terms, and continue to be renewed for one (1) year terms thereafter unless either party serves written notice of termination no less than six (6) months prior to the renewal date. In the event of such termination, the parties agree to cooperate and provide the assistance necessary to effectuate a smooth transition period. Any requests for amendments to or modification of this contract by either party shall be submitted only by written notice duly executed by all parties or their successors in the manner and by the date specified for termination notices.

9. All accounting and reconciliation will be made as of the date of termination.

10. Upon the termination of this contract without further renewal, the Collector shall make available to the City any such existing records under the control of the Collector as may be necessary to enable the City to undertake the collection of taxes assessed on real and personal property located in the City's boundaries. The County shall continue to provide the same services to the City as heretofore provided until such time as the City has installed a new city collector, but in no event longer than six months from the date of written notice of termination.

11. Nothing in this Agreement shall be construed to obligate the County or the County Collector for the collection of any City special tax bills, PACE (Property Assessed Clean Energy) loans, or any nuisance, mowing, or clean-up tax bills or fines that the city has assessed against any real estate parcels or any personal property. The City shall continue to assess fines or tax bill properties in the same manner as it has done in the past and said special tax bills shall serve as a lien on property, if filed in the Ste. Genevieve County Recorder's Office, payable to the City at such time as the property is sold. In the event that the City desires to force the sale of any real estate or personal property to provide for the payment of a special tax bill, then it shall be the responsibility of the City to complete that process.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed and executed by their duly authorized officers on the day and year first above written.



For Ste. Genevieve County, Missouri

*Harry Nelson*  
Presiding Commissioner

*Paul A. Steggy*  
Commissioner

*Paul R. [unclear]*  
Commissioner

For the City of Ste. Genevieve, Missouri

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator/City Attorney

For Ste. Genevieve County Collector

*[Signature]*  
County Collector  
Ste. Genevieve County, Missouri

ATTEST:

*Sue Walsh*  
\_\_\_\_\_  
County Clerk  
Ste. Genevieve County, Missouri

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City Clerk  
City of Ste. Genevieve, Missouri

**SCHEDULE (A)**  
**TO COOPERATIVE AGREEMENT BETWEEN**  
**THE CITY OF STE. GENEVIEVE, MISSOURI AND**  
**STE. GENEVIEVE COUNTY, MISSOURI**  
**FOR THE COLLECTION OF TAXES**

Attachment (A) as duly noted enforces the processing mechanism for effectuation and execution of 'Agreement' to enforce said Cooperative Agreement with Details as Follows:

As it pertains to the **FEES** that are collected by the **COLLECTOR** for **CITY TAXES**; all monies collected for **CITY TAXES** will be forwarded to the **CITY OF STE. GENEVIEVE**, upon the 'Applicable' Percentage being withheld by the **STE. GENEVIEVE COLLECTOR**. The **COLLECTOR WILL HOLD** a percentage of **3% FOR THE TOTAL AMOUNT OF ALL TAXES COLLECTED BY THE COLLECTOR AS NOTED AND PURSUANT TO SECTION 2(a) AS NOTED ABOVE IN COOPERATIVE AGREEMENT.**

**\*IN ADDITION TO THE PROVISIONS OF SUBPARAGRAPHS (a) AND (b) AS SHOWN IN CONTRACTUAL AGREEMENT, AND PURSUANT TO SECTION 52.290 RSMo, THE COLLECTOR SHALL COLLECT ON BEHALF OF THE COUNTY, A FEE OF NINE PERCENT (9%) FOR THE COLLECTION OF DELINQUENT AND BACK TAXES, TO BE ADDED TO THE FACE OF THE TAX BILL AND COLLECTED FROM THE PARTY PAYING THE TAX.** Five-ninths (5/9) of the fees collected shall be paid to the Collector, two-ninths (2/9) of the fees shall be paid to Ste. Genevieve County and two ninths (2/9) of the fees shall be paid to the County Employees' Retirement Fund (CERF). (Processing of Pay due **COLLECTOR** to be processed through **PAYROLL SYSTEM** as noted below.)

**ALL PERCENTAGE AMOUNTS DUE TO THE 'COUNTY' & 'COLLECTOR' ARE TO BE DISTRIBUTED TO THE STE. GENEVIEVE COUNTY 'TREASURER' BY 'COLLECTOR' IN CHECK FORM WITH AMOUNT DUE TO THE 'COLLECTOR' TO BE DISTRIBUTED VIA 'PAYROLL' SYSTEM.**

The **COLLECTOR** will receive compensation at a Rate of **1 ¼ %** as designated in Contractual Agreement. Said reimbursement will be handled through the **PAYROLL PROCESS WITH COLLECTOR RECEIVING SEMI-ANNUAL STATEMENT OF MONIES OWED BACK TO THE COUNTY FOR 'EMPLOYER SHARE' - FICA, CERF AND LAGERS, ALONG WITH WORKERS COMPENSATION 'SHARE'.**

The **COUNTY** will **RETAIN** compensation at a Rate of **1 ¼ %** as designated in Contractual Agreement.