

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – JANUARY 12, 2023
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- HAPPY WELCH – TOURISM REPORT
- KENNY STEIGER – FIRE CHIEF
- DAVE BOVA – COMMUNITY DEVELOPMENT ADMINISTRATOR

COMMITTEE REPORTS.

PUBLIC COMMENTS.

PUBLIC HEARING.

The Mayor and Board of Aldermen will conduct a public hearing to consider a request from VIO Properties LLC for a Special Use Permit to allow guest lodging at 320 Washington Street in an R-2 General Residential District.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Session – December 8, 2022
- Minutes – Board of Aldermen – Work Session – December 8, 2022
- **RESOLUTION 2023-12.** A RESOLUTION DECLARING “MARIO” THE POLICE CANINE SURPLUS PROPERTY

- **RESOLUTION 2023-13.** A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE PURCHASE OF THREE KAWASAKI MOWERS FROM FLIEGS EQUIPMENT, INC. IN AN AMOUNT NOT TO EXCEED \$45,249.00

OLD BUSINESS.

NEW BUSINESS.

- Approval of the bid from Shallow Creek Kennels in the amount of \$14,000 for a new police canine.

BILL NO. 4525. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES WITH COCHRAN ENGINEERING FOR THE ST. MARYS ROAD SIDEWALK/TRAIL IMPROVEMENT. **1ST READING.**

BILL NO. 4526. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES WITH COCHRAN ENGINEERING FOR WATER MAIN IMPROVEMENTS. **1ST & 2ND READING.**

BILL NO. 4527. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REVISED MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT FOR PUBLIC IMPROVEMENTS ALONG ROUTE 32 & 61. (Job No. J9P3392)
1ST & 2ND READING.

BILL NO. 4528. AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF STE. GENEVIEVE, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION. **1ST & 2ND READING.**

BILL NO. 4529. AN ORDINANCE REPEALING SECTION 135.175. **1ST READING.**

BILL NO. 4530. AN ORDINANCE ADOPTING SECTION 700.010 DISCLOSURE OF UTILITY BILLING RECORDS. **1ST READING.**

BILL NO. 4531. AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR VIO PROPERTIES, LLC THAT WILL ALLOW GUEST LODGING AT 320 WASHINGTON STREET. **1ST & 2ND READING.**

BILL NO. 4532. AN ORDINANCE ACCEPTING AND APPROVING THE LEVEE EDUCATION AND RECREATION SUBDIVISION THAT DIVIDES A SECTION OF NORTH STE. GENEVIEVE JOINT LEVEE COMMISSION PROPERTY. **1ST & 2ND READING.**

BILL NO. 4533 AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AMENDING THE PERSONNEL MANUAL AS SET FORTH BELOW. 1st & 2nd 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.

Join us on the Zoom app at:

Meeting ID: 811 1389 4294, Passcode: 984664 or

by phone at 312-626-6799 Meeting ID: 811 1389 4294, Passcode: 984664

Find the Zoom Link at www.facebook.com/stegenevievecityhall/

And you can watch live on SGTV Spectrum Channel 991.

*Posted By: Pam Meyer, City Clerk
January 9, 2023*

CITY ADMINISTRATOR REPORT

January 12, 2023

1. City offices will be closed Monday, January 16, 2023 for the Martin Luther King, Jr. Holiday. I will be at a conference starting Weds afternoon, January 18 through Thursday and out of the office on Friday, January 20.
2. We contacted Tokio Marine through Lakenan Insurance about an insurance claim regarding Mario, the K-9 officer, and they said this issue with having to retire him is not covered in our insurance policy.
3. We have started the employee survey for the salary study through CBIZ. We should have those completed in a couple weeks and then get the supervisors to review and approve the submittals. Then we will discuss next steps near the end of the job review process.
4. Bids are out for street repaving with pre-bid meetings on January 17 and January 23. Bids are due February 9.
5. I have received quotes to remove the skylights at the Welcome Center and do some minor roof repair to city hall. We will be moving forward with those maintenance items. I'm still waiting on a quote on the lighting improvements to the Welcome Center and hope to hear more this week.
6. The stormwater study from Cochran has been delayed from the mid-December delivery date and will be brought to the board at the February 23rd meeting. We will go over it during a work session that night.

Tourism Report 1/12/2022

The next events we have are The King's Ball planned for February 4 at the VFW Hall and the Chocolate Walk that afternoon. The Chamber of Commerce Winter Music Series kicks off February 10 at the Orris Theatre.

The Ste. Genevieve Gravel Classic is scheduled for April 15 and I met with Matt Hartman with Trailnet Monday to start the planning process.

The website committee will get together this month to look at recent changes we have made, along with a proposed style option from what we have now and a software program that may fit our needs better by some things being automated through internet posts.

Our advertising continues on radio and online. We spent a good amount over the holidays so our advertising will be limited for the next couple of months to matching grant advertising. I also made some commitments that will come due in the next couple of months for some advertising in St. Louis and in the Spring/Summer Missouri Vacation Guide.

Google advertising over the last 30 days is back to normal with 3,120 impressions and 88 clicks with a click through ratio just over 2%. We had peak days the Sunday of the Holiday Festival and the weekend before Christmas. Our business ads generated 20% more calls but we were down in searches and website visits by about 33%. With Facebook we had 24 new likes but our reach numbers overall were down due to no boosting by about 25% from the previous period.

Ste. Genevieve Fire Department

Ken Steiger Fire Chief
165 South 4th. 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: **December, 2022**

Calls for Assistance:

- SGFD responded to **11** emergency calls in **December**
- Total for this year is **224** calls, **up 23** calls from last year
- **See attached location and run type information**

Staffing:

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

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

- **Monthly Training was Preplan reviews and extrication equipment review**
- **Preplan Training was Equipment Pro**
- **I attended an 8 Hour Class on Building Construction as it pertains to the Fire Service**

Meetings Attended

Ozark Firefighters meetings – **St Francis County 911 Attended**
Bi County Chiefs Meeting – **Attended**
SG City Officers Meeting - **Attended**

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

- Nothing to report

Facility:

- Nothing to Report

Apparatus & Equipment Maintenance:

- The new brush truck switch over continues.

Fire Radio

- **All of the radios from the 2021 DPS radio grant have been installed.**
- St Francis County 911 radio survey
Nothing to Report

Grants

I was approved to apply for the annual Missouri Dept of Conservation Grant. This is a 50% match. Our match would be \$3,200.00. This amount is available in the Rural Fire Account. Grant request submitted **Nothing to report**

Community Foundation Grant

Holcim (CFG) Grant for the tech rescue team – rescue airbags **Expected Delivery 12/22**

Holcim (CFG) Grant for the Fire Department - waiting on a radio no eta

2022 DPS Grant application

I have applied for a \$43,000 no match grant for radio replacement

I received notification that the grant request for \$43,000 for radio equipment was fully funded.

The 2021 DPS Grant

The grant was for Radios for \$32,964.83. Radios have been installed in all of our big trucks and the new brush truck. **Still working on closing out the grant now. Have experienced some technical discrepancies on the invoices that we are working out.**

ARP Grant

Happy's suggestion, and I agree is to try to get additional turnout gear. There is a maximum of \$20,000 and our match will be 50% of the amount requested. Which would be available from our rural fund. I have begun working on the grant request that opened on Friday November 4th and will close on Sunday December 4th. Due to only having 1 board meeting in November. I am asking permission to proceed with the grant request with the amount not to exceed \$20,000 with a required match not to exceed \$10,000. The required match funding would be available from our rural fire fund.

Grant Request Submitted **Nothing to Report**

County Firefighters Assn.:

Have scheduled a propane fire class in February

Local & State Mutual Aid:

- Nothing to report

Misc.

- **We participated in the “Shop with a Cop” program this year**
- **Assisted PD with and participated in the Christmas Parade**
- **Have updated our website with current pictures of staff and will be updating other parts**
-

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

Ste Genevieve Catholic Parish – 3 boxes

Installed

Equipment Pro

Will be sending out an annual knox box update request to all box owners to see if the contents are current or any changes need to be made.

Run Location Summary for 2022

| Location | | Calls |
|----------|---|-------|
| C - 1 | City North of North Gabouri Creek | 12 |
| C - 2 | City Between the creeks | 53 |
| C - 3 | City from South Gabouri to Highway 61 | 33 |
| C - 4 | City West of Highway 61 | 66 |
| R - 1 | Rural Highway 61 north to the river | 8 |
| R - 2 | Rural Highway 61 north to Highway 32 | 5 |
| R - 3 | Rural Highway 32 to State Route M | 8 |
| R - 4 | Rural State Route M to Highway 61 south | 4 |
| R - 5 | Rural Highway 61 south to the river | 1 |
| M/A | Mutual Aid to other departments | 35 |

I do not have the stats on how many times departments came to help us but I'm sure it would be around the same number that we went out to help others.

Calls by Type Summary 2022

| Type of Call | Number |
|--|--------|
| Fires | |
| Structure | 16 |
| Brush | 12 |
| Vehicle | 1 |
| Misc. | 3 |
| EMS/MVC Motor Vehicle Collisions | |
| EMS Assist | 46 |
| MVC | 13 |
| Extrication | 5 |
| Hazards/Hazardous Materials | |
| Gas Leaks | 6 |
| Wires down | 10 |
| Assist Law Enforcement | 8 |
| Cancelled after dispatch | 33 |
| Fire/Sprinkler/Carbon Monoxide Alarms | 49 |
| Misc Calls | 23 |
| Anything not included in the above. | |

Run Summary by Years

| | |
|------|-----|
| 2012 | 156 |
| 2013 | 169 |
| 2014 | 176 |
| 2015 | 173 |
| 2016 | 191 |
| 2017 | 213 |
| 2018 | 229 |
| 2019 | 237 |
| 2020 | 220 |
| 2021 | 201 |
| 2022 | 224 |

For the last 11 years we have averaged 220 calls per year.



Community Development January 2023 Staff Report 12/6/22 – 1/9/23

Historic Preservation – Heritage Commission

- Meeting – No meeting in December
- Next meeting – 1/23
- Historic Preservation Grants – Planning & Outreach grant agreement is now signed; drafting RFP for Jan/Feb release
- Mo SHPO CLG Coordinator John Peterson & SHPO Grants Mgr Andrew Dial will be present at next Heritage Comm. Mtg

Building Department / Code Enforcement

- Occupancy Permits / Inspections 61
- Building Permits Issued 5
- Demolition Permits 1
- Sign Permits 0
- Chicken Permits 0
- Special Use Permits 1 awaiting BOA approval
- Tiny Homes ordinance - upcoming work session and P&Z
- Home occupations & Recreational MJ ordinance updates ready for P&Z
- Preparing Bid Specs for possible new permitting software

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 Public Outreach #1
 - Public survey made available 12/27 – available until end of month
 - Shared out via social media, water bills, local businesses, schools, local officials
 - Approx. 250 responses to date; will continue to share & promote
 - After survey results gathered, meet w/ staff & Steering Comm again
 - Vision Development stage Feb – Mar, then 2nd round Public Input

Planning & Zoning

- Meeting – 1/5 – 1 SUP and 1 Subdivision approved
- Next meeting – 2/2 – zoning ordinance updates

City / County Cooperation

- Assistance with Tourism funding 2023 – county currently developing '23 budget

- Basler Drive extension / New Subdivision possibility– pre-engineering in progress
- FLAP Grant (N 4th Street) – has been awarded! But in 2025
- Assistance with tourism marketing funding – complete

Board of Adjustment

- Nothing new to report

Floodplain Management

- Nothing new to report

Property Maintenance

- Nuisance Property Issues 5
- Vegetation Nuisance Issues 1
- Code Violation Issues 3

Training 2023

-

Run week of December 27– 1 week only

NOTICE OF PUBLIC HEARING

The Planning & Zoning Commission of the City of Ste. Genevieve, Missouri will hold a public meeting on Thursday, January 5, 2023 at 6:00 PM at City Hall, 165 S. Fourth Street.

The Mayor and the Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on Thursday, January 12, 2023 at 6:00 p.m. at City Hall, 165 South Fourth Street.

The purpose of this hearing is to consider a request from VIO Properties LLC for a special use permit to allow guest lodging at 320 Washington Street in an R-2 General Residential District.

All interested parties are invited to attend.

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – DECEMBER 8, 2022**

CALL TO ORDER. Mayor Hassler called the meeting 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 Joe Prince | Aldерwoman Susan Johnson |
| Alderman Kristi Cleghorn (zoom) | Alderman Mike Jokerst |
| Alderman Mike Raney | Alderman Jeff Eydmann |
| Aldерwoman Ashley Armbruster | |

Absent: Alderman Bob Donovan

APPROVAL OF AGENDA. A motion by Alderman Jokerst, second by Alderman Prince to approve the agenda as presented. Motion carried 7-0-1 with Alderman Donovan absent.

PRESENTATION/AWARDS. None.

PERSONAL APPEARANCE. None.

CITY ADMINISTRATORS REPORT. (See attached report.)

STAFF REPORTS.

- HAPPY WELCH – TOURISM REPORT (see attached)
- JASEN CRUMP POLICE CHIEF - POLICE REPORT (see attached)
- KENNY STEIGER – FIRE CHIEF (see attached)
- DAVE BOVA – COMMUNITY DEVELOPMENT ADMINISTRATOR (see attached)
- STEVE WILSON - ALLIANCE WATER RESOURCES (see attached)

COMMITTEE REPORTS. Aldерwoman Armbruster reported that their will be no December Park Board meeting.

PUBLIC COMMENTS. None.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Session – November 10, 2022
- Minutes – Board of Aldermen – Work Session – November 10, 2022
- Minutes – Board of Aldermen – Work Session/Closed Session – November 10, 2022
- Treasurer’s Report – November 2022
- **RESOLUTION 2023-08.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A FARM LAND LEASE AGREEMENT WITH BAHR FARMS FOR CITY OWNED PORPERTY ON PROGRESS PARKWAY.
- **RESOLUTION 2023-09.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI TO AFFIRM AN ARPA GRANT APPLICATION THROUGH THE STATE AND LOCAL CYBERSECURITY PROGRAM OF THE MISSOURI DEPARTMENT OF PUBLIC SAFETY FOR THE PURPOSE OF ASSISTING THE CITY OF STE. GENEVIEVE WITH INTERNET TECHNOLOGY EQUIPMENT, CYBERSECURITY TRAINING AND SYSTEM MONITORING.
- **RESOLUTION 2023 – 10.** A RESOLUTION APPOINTING GARY ROTH TO THE STE. GENEVIEVE PARKS AND RECREATION BOARD.
- **RESOLUTION 2023-11.** A RESOLUTION RE-APPOINTING ANTHONY “TONY” GRASS TO THE STE. GENEVIEVE PLANNING AND ZONING COMMISSION.

A motion by Alderman Jokerst second by Alderman Eydmann to approve the consent agenda with the amended minutes of the regular meeting held on November 10, 2022. Motion carried 7-0-1 with Alderman Donovan absent.

OLD BUSINESS.

RESOLUTION 2023-04. A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STE. GENEVIEVE RII SCHOOL DISTRICT FOR THE DONATION OF A 2018 FORD EXPLORER TO BE USED BY THE SCHOOL RESOURCE OFFICER AND DECLARING THE VEHICLE SURPLUS. **AMEND/RESCIND** At this time a motion was made by Alderman Prince to rescind the decision of the Board to approve the donation of the car to the school for the use of the SRO officer and bring it back for discussion at a future meeting. Alderman Prince reiterated how he does not believe the City is in a position to be donating a vehicle that could be worth around \$12,000 when the school district has a much larger budget to work with than the City. The City could use that money elsewhere in the budget. The motion died for a lack of a second.

NEW BUSINESS.

Approval of the bid from Bob Otto Striping Services to restripe Progress Parkway in the amount of \$11,400.00. A motion by Alderwoman Armbruster, second by Alderwoman Johnson to approve the bid from Bob Otto Striping to restripe Progress Parkway in the amount of \$11,400. Motion carried 7-0-1 with Alderman Donovan absent.

Approval of a company for a salary study for the City of Ste. Genevieve. A motion by Alderwoman Johnson, second by Alderman Prince to approve the proposal of CBIZ to perform the compensation study. Motion carried 7-0-1 with Alderman Donovan absent.

Broker Proposal Discussion. The Real Estate Broker committee met and discussed the only submittal from Whitetail Properties Real Estate for the Progress Parkway property. It is their recommendation to reopen the solicitation and readvertise in more media channels and hopefully that will solicit more than one brokerage firm. A motion by Alderman Prince, second by Alderwoman Johnson to reject the current proposal from Whitetail Properties and readvertise again. Motion carried 7-0-1 with Alderman Donovan absent.

OTHER BUSINESS. None.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. None.

ADJOURNMENT. With no further business Mayor Hassler adjourned the meeting at 6:35 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
DECEMBER 8, 2022**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Paul Hassler at 6:35 p.m. with the following members present:

| | |
|-----------------------------------|-----------------------|
| Mayor Paul Hassler | |
| Alderwoman Susan Johnson | Alderman Joe Prince |
| Alderman Mike Raney | Alderman Mike Jokerst |
| Alderwoman Ashley Armbruster | Alderman Jeff Eydmann |
| Alderwoman Kristi Cleghorn (zoom) | |

Absent: Alderman Bob Donovan

A motion by Alderman Eydmann, second by Alderwoman Johnson to approve the work session agenda. Motion carried 7-0-1 with Alderman Donovan absent.

BUSINESS ITEMS.

WATER MAIN REPLACEMENT & STREET REPAVING FOR 2023. City Administrator Welch informed the Board that the City was not awarded an ARPA grant for water main improvements but he is recommending continuing with the improvements recommended in the Consolidated Plan. The City's match for the ARPA grant was \$315,000 but to include all of Oakwood main improvements will exceed the budget. The street overlays will follow the water main improvements as well as other low rated roads from last year's in house street review. After discussion it was recommended to bid the extra section of Oakwood as an alternative on the project and the list that was presented for overlays was agreed upon as well.

DISCUSSION ABOUT K9 OFFICER. With the recent passing of Amendment 3 to allow recreational marijuana, a decision needs to be made regarding the future need for a new K-9 and determine the budget limit for such. Police Chief Jasen Crump shared information on how he hopes to fund the purchase of a new dog one that will be trained for drugs excluding marijuana. Chief Crump went on to explain that that he is looking at a national social media fundraising campaign that other departments have used. It would reimburse the city money spent for purchasing a new dog. There are no plans to fundraise locally or ask City residents to donate to help fund the dog. Chief Crump estimates that the cost of a new dog is roughly \$14,000 which includes training and is looking into a few grant opportunities to hopefully fund a budget item of

\$15,000 for armor rifle plates and ballistic helmets and use that money towards the canine purchase. He feels without a grant that the K-9 should be the priority that gets funded. A decision on the future Mario, the current K-9 will have to be decided as well. Chief Crump will get quotes and bring back a recommendation for a new K-9 at the next meeting.

ANY OTHER BUSINESS. None.

With no further business the work session was adjourned at 6:56 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

RESOLUTION 2023-12

A RESOLUTION DECLARING “MARIO” THE POLICE CANINE SURPLUS PROPERTY

WHEREAS, the recent passing of Amendment 3 makes recreational marijuana legal and the services of “Mario” are no longer being utilized; and

WHEREAS a former K-9 handler has requested to provide Mario a forever home so that “Mario” can be cared for by a properly trained individual; and

WHEREAS, the Police Department wishes to declare “Mario” surplus.

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 authorizes “Mario” the police K-9 officer to be declared surplus property and that the City Administrator or his designee is hereby authorized and directed to implement the proper placement of “Mario” with a trained individual.

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE THIS ____ DAY OF _____, 2023.

Approved as to form:

Paul Hassler, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



CITY OF STE. GENEVIEVE POLICE DEPARTMENT



165 SOUTH FOURTH STREET, STE. GENEVIEVE, MO 63670

This letter is to request that canine Mario be declared surplus and donated to Deputy Nathan Glore.

We have spoken with the kennel about finding placement for Mario so that he could continue to be used as a police canine. The kennel explained to us that we would have to continue to house Mario as well as maintain his training and that they would just refer anybody to us that was searching for a canine that met the criteria. They also explained that with his age and with his marijuana certification, finding an agency would be a very slim possibility.

Officer Cusanelli does not have the means to care for two canines and the City of Ste. Genevieve does not have the additional budget to continue to train and maintain Mario's certifications.

Deputy Glore has asked to allow Mario to retire in his home with his family. Deputy Glore has prior experience as a police dog handler with St. Francois County. Deputy Glore would pay his membership to PawStoppers and Mario would be listed as a retired Police Canine and would receive free food and veterinarian care for the remainder of his life.

See the attached signed letter from Deputy Nathan Glore about his training and intentions for Mario.

A handwritten signature in black ink, appearing to read "J. Crump".

Chief Jasen Crump

To Whom It May Concern,

I would like to start this letter by introducing myself, My name is Nathan Glore and I am currently employed as a Patrol Deputy with the Ste. Genevieve County Sheriff's Office. I have been with Ste. Genevieve County for almost 2 years. My other 10 years of Law Enforcement experience came from being employed with the St. Francois County Sheriff's Department. I am a lifelong resident of St. Francois County and reside just outside of Park Hills with my wife and two children.

When I entered Law Enforcement with St. Francois County my goal had always been to become a K-9 Handler to serve my community. Fortunately 6 years into my career I was able to obtain my goal and was partnered with K-9 Teo a German Shepard from Czechoslovakia, we attended a 4 week training course at Tri State Canine Service in Warren Ohio. During our 4 years together K-9 Teo and I were a very successful team being responsible for several wanted fugitive arrest, several missing persons located and thousands of dollars of illegal narcotics taken off the streets.

Unfortunately when I made the decision to leave St. Francois County K-9 Teo was in the prime of his career and was assigned to another handler. This was possibly the hardest decision I had ever had to make as K-9 Teo had become not only the best partner I ever had but an important part of my home and family life. Recently Ste. Genevieve Police K-9 Handler Officer Cusanelli approached me and asked if I would be interested in the retirement of K-9 Mario. To say I was excited at this opportunity was an understatement.

Even after leaving St. Francois County I am still active in Police K-9 studies and legal updates and still constantly strive to learn all I can about working dogs. If given the opportunity I would be able to provide an excellent retirement for K-9 Mario that he deserves. I have a large elevated concrete pad with a kennel that is covered and also in a shaded area on my property. I also have an indoor kennel in the finished basement of my home for colder months and inclement weather. I also have an open back yard where K-9 Mario can run, exercise and keep his mind entertained and energized while being able to just be a dog and enjoy his retirement.

My family are also used to having a working dog in the home and know how to interact with these type of dogs. I have already informed Officer Cusanelli that he and his family would have access to visit and interact with K-9 Mario any time after his retirement. If given this opportunity I promise I will give K-9 Mario a great and well deserved retirement. I would be more than happy to attend any meetings and answer any questions or concerns anyone may have. I want to thank you for even being considered to care for K-9 Mario.

Respectfully Submitted,



Nathan C. Glore

RESOLUTION 2023-13

A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE PURCHASE OF THREE KAWASAKI MOWERS FROM FLIEGS EQUIPMENT, INC. IN AN AMOUNT NOT TO EXCEED \$45,249.00

WHEREAS, Alliance Water Resource (“Alliance”) expressed the need for the City to purchase 2 wide area mower for the Parks Department and 1 for the Water Department; and

WHEREAS, Alliance determined that two smaller mowers would work better than purchasing one wide area mower for grass maintenance purposes in the parks; and

WHEREAS, Alliance obtained the bids from Flieg’s Equipment for Kawasaki mowers through Sourcewell, a cooperative purchasing group which meets the City’s bidding requirements, a copy of the proposal is attached and made part of this Resolution (Exhibit “A”); and

WHEREAS, this is a 2023 FY Budgeted Item and the cost of the mowers is less than the budgeted amounts: \$30,166.00 will be from the Park Budget Line Item 20-20-8045 and \$15,083.00 will be from the Water Budget Line Item 30-30-8045.

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

SECTION 1. The Ste. Genevieve Board of Aldermen have reviewed the bid and agree with the recommendation of staff to award the bid to Flieg’s Equipment, Ste. Genevieve, Missouri in the amount of forty-five thousand two hundred forty-nine dollars (\$45,249.00) as reflected in Exhibit “A” as part of the cooperative purchasing agreement with Sourcewell.

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 12th DAY OF JANUARY, 2023.

Approved as to form:

Paul Hassler , Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Hustler Turf #031121-HTE

Pricing for contract #031121-HTE offers Sourcewell participating agencies the following discounts:

- 10% discount off MSRP on residential equipment
- 27% discount off MSRP on commercial units
- 25% discount off MSRP on the wide area mower



CITY OF STE. GENEVIEVE POLICE DEPARTMENT



165 SOUTH FOURTH STREET, STE. GENEVIEVE, MO 63670

Bids for new Canine

Office Cusanelli reached out to three of the larger police canine kennels that he was familiar with to get bids for a new police canine. The bids have been submitted for review, but we are asking that you agree to the purchase of a new canine from Shallow Creek Kennels.

Not only was Shallow Creek the cheapest bid at \$14,000, they also are the only kennel that offered an accelerated program for experienced handlers. After the new canine is selected, the canine will be trained onsite and then Officer Cusanelli will report and begin his training. Officer Cusanelli's portion of the training will be a 1 to 2 week acclimation training with a NAPWDA certification at completion. The quote for \$14,000 includes Officer Cusanelli's housing while at the training.

Shallow Creek Kennel's is also the kennel that Ste. Genevieve County Sheriff's Office uses and has had good success with.

The three bids were as follows.

Shallow Creek Kennels \$14,000

Vohne Liche Kennels \$19,642

Alabama Canine Law Enforcement Officers Training Center Inc. \$21,750

A handwritten signature in black ink, appearing to read "J. Crump", written over a horizontal line.

Chief Jasen Crump

Shallow Creek Kennels, Inc.
 6572 Seneca Road
 Sharpsville, PA 16150

Quote

| Date | Estimate # |
|------------|------------|
| 11/10/2022 | 6076 |

| Name / Address |
|---|
| Ste. Genevieve Police Department 165 S. 4th Street Ste. Genevieve, MO 63670 |

| Description | Qty | Rate | Total |
|---|-----|--------------|-------------|
| Finished Narcotic Detection/Patrol Police Service Dog with a 2 week acclimation at Shallow Creek Kennels, Inc. Lodging Included. Dog will be finished to N.A.P. W.D.A. standards and guaranteed to pass certification with a qualified handler. | | 14,000.00 | 14,000.00 |
| **This Quote reflects a 3.5% cash discount. If payment via CC is preferred please email Shallowcreekk9@gmail.com or phone 724-646-1895 and we will adjust the quote. | | | |
| Thank you, Any questions; 1-724-646-1895 | | Total | \$14,000.00 |

Vohne Liche Kennels, Inc.
7953 N Old Rt 31
Denver, IN 46926

Cost Quote

| | |
|------------|------------|
| Date | Estimate # |
| 11/10/2022 | 13835 |

| |
|---|
| Bill To |
| St. Genevieve Police Nick Cusanelli 165 S 4th St St. genevieve, MO 63670 |

| |
|----------------|
| Ship To |
| |

| P.O. No | Terms | Due Date | VLK Rep | | Contact # |
|---|-------|------------|-------------------------|-------------|-----------|
| | | 11/10/2022 | RW | | |
| Description | | Qty | Rate | Total | |
| Dual Purpose Pre-trained Narcotics Dog, Untitled. Guarantee: Effective from date of purchase. 100% health 6 Months, Skeletal 12 Months. If a genetic or hereditary problem is found K-9 will be replaced. Vet report must accompany K-9 on return. Workability 3 Months. Compatibility 1 Month. | | 1 | 11,000.00 | 11,000.00 | |
| Dual-Purpose Narcotic Detector Dog 6-week Class | | 1 | 6,000.00 | 6,000.00 | |
| Housing | | 41 | 55.00 | 2,255.00 | |
| 6' x 3/4" Black Leather Lead | | 1 | 22.00 | 22.00T | |
| Choke Chain 22" | | 1 | 6.00 | 6.00T | |
| Tan 1" Leather Collar | | 1 | 8.00 | 8.00T | |
| 30' Black Long Line Lead | | 1 | 24.00 | 24.00T | |
| Black Leather Tracking Collar 22" | | 1 | 25.00 | 25.00T | |
| Black Leather Muzzle - Medium | | 1 | 100.00 | 100.00T | |
| .38 Special Blank Bullets | | 1 | 30.00 | 30.00T | |
| VLK Patrol Double Girth Harness, VLK Label | | 1 | 55.00 | 55.00T | |
| 2 Quart Stainless Steel Bowl | | 1 | 7.00 | 7.00T | |
| 3 Quart Stainless Steel Bowl | | 1 | 8.00 | 8.00T | |
| Slicker Brush | | 1 | 7.00 | 7.00T | |
| K-9 #500 Vari-Kennel - Gently Used | | 1 | 95.00 | 95.00T | |
| Equipment Package Total | | | | 387.00 | |
| Thank you for the Inquiry | | | Subtotal | \$19,642.00 | |
| (765) 985-2274 Phone | | | Sales Tax (0.0%) | \$0.00 | |
| (765) 985-2595 Fax | | | Total USD | \$19,642.00 | |
| www.vohneliche.com | | | | | |

Alabama Canine Law Enforcement Officers Trng Ctr , Inc.
 18539 John Swindle Road
 Northport, AL 35475
 Phone: 205-339-7794



Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 11/9/2022 | 2022230 |

| |
|--|
| Bill To |
| St. Genevieve Police Department Nick Cusanelli 165 South Fourth Street St. Genevieve MO |

| |
|----------|
| P.O. No. |
| |

| |
|------------|
| Contract # |
| |

| |
|-------|
| Terms |
| |

| |
|------------------|
| Open Market Item |
| |

| Description | Qty | Rate | Amount |
|--|-----|-----------|-----------|
| Dual-Purpose Canine with Narcotics. Price includes handler course. | 1 | 19,000.00 | 19,000.00 |
| Housing of Officer per night | 50 | 55.00 | 2,750.00 |

| | | |
|--|-------|-------------|
| There will be an additional 3.5% added to the total cost if paid by credit card. | Total | \$21,750.00 |
|--|-------|-------------|

| |
|-------------------|
| E-mail |
| info@alcanine.com |

| |
|--------------|
| Web Site |
| alcanine.com |

| |
|------------|
| FEIN # |
| 63-1191195 |

Staff Report

January 12, 2023



To: Board of Aldermen
From: Happy Welch
Re: St. Mary's TAP Engineering

Issue:

All of the agreements are signed with the Missouri Dept. of Transportation (MoDOT) so now we need to contract with an engineer to do the plans for the St. Mary's Road Sidewalk/Trail Improvement. MoDOT allows Local Public Agencies (LPA) to contract with engineering firms without going through the local RFQ process if the engineering firm has been approved by MoDOT as an "on-call engineering firm" in the discipline that the LPA needs. Cochran is approved for sidewalks/trails.

I requested an agreement so we can move forward with city and MoDOT approval as we work through improvements on St. Mary's Road.

Recommendation:

Approve the contract with Cochran Engineering to do the plans and specifications for St. Mary's Road Sidewalk/Trail Improvements.

BILL NO. 4525

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES WITH COCHRAN ENGINEERING FOR THE ST. MARYS ROAD SIDEWALK/TRAIL IMPROVEMENT.

WHEREAS, Cochran Engineering (“Cochran”) has submitted the attached engineering services contract (Exhibit A) to provide professional design services for the St. Marys Road Sidewalk/Trail Improvement Project; and

WHEREAS, Cochran will do the planning, surveying, design and construction inspection of the desired improvements; and

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

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

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

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

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

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ___ DAY OF _____, 2023 BY A
ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

| | VOTE |
|------------------------------|-------|
| Aldерwoman Kristi Cleghorn | _____ |
| Aldерwoman Susan Johnson | _____ |
| Aldерman Bob Donovan | _____ |
| Aldерman Mike Jokerst | _____ |
| Aldерman Jeff Eydmann | _____ |
| Aldерman Mike Raney | _____ |
| Aldерwoman Ashley Armbruster | _____ |
| Aldерman Joe Prince | _____ |

___ Ayes ___ Nays ___ Absent

Approved as to form:

Mayor, Paul Hassler

Mark Bishop, City Attorney

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

**CITY OF STE. GENEVIEVE
FEDERAL PROJECT NO. TAP-
St. Mary's Road Trail Project**

ENGINEERING SERVICES CONTRACT

THIS CONTRACT is between the **City of Ste. Genevieve**, Missouri, hereinafter referred to as the "Local Agency", and SC Engineering, LLC dba **Cochran** with offices located at 1163 Maple Street, Farmington, MO 63640 and 737 Rudder Road, Fenton, Missouri 63026, hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its TAP program, coordinated through the Missouri Department of Transportation, the Local Agency intends to make improvements on St. Mary's Road for a new Trail and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, surveying, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

See Attachment A.

ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| DBE Firm Name, Street and Complete Mailing Address | Type of DBE Service | Total \$ Value of the DBE Sub-Contract | Contract \$ Amount to Apply to Total DBE Goal | % of Subcontract Dollar Value Applicable to Total Goal |
|--|---------------------|--|---|--|
| None | | | | |

ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the

additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V - PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on 12/1/23.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project,

then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII – COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$3,893.99, with a ceiling established for said design services in the amount of \$30,749.09, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$2,925.72, with a ceiling established for said inspection services in the amount of \$23,103.08, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 2. An amount calculated at 40.99% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 3. An amount calculated at 116.44% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
 4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.

- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

| Sub-Consultant Name | Address | Services |
|---------------------|---------|----------|
| None | | |

ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals, the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid program.

ARTICLE XI - RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII - OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 3. Any material contract breach by the Local Agency.

ARTICLE XIV - DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV - SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI - COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and

retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 4 day of January, ~~2022~~ 2023

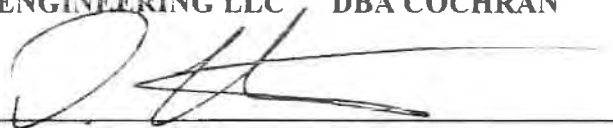
Executed by the City of Ste. Genevieve this _____ day of _____, 2023.

FOR: CITY OF STE. GENEVIEVE, MISSOURI

BY: _____
Mayor

ATTEST: _____
City Clerk

FOR: SC ENGINEERING LLC DBA COCHRAN

BY: 
Dave Christensen, P.E., Vice President

ATTEST: 

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

City Finance Officer

ATTACHMENT A

Scope of Services

A. DESIGN PHASE - The Engineer will:

1. Determine the needs of the Local Agency for the project;
2. Conduct topographic, property and utility surveys sufficient to develop plans for the project;
3. Arrange for subsurface investigations;
4. Conduct hydraulic studies, prepare alternative designs and cost estimates, develop preliminary plans, and recommend to the Local Agency the best overall general design, based on these studies, if necessary;
5. Submit electronic files of preliminary plans, estimates and studies for review by the Local Agency and , Missouri Department of Transportation (MoDOT);
6. Prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project;
7. Secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project;
8. Ensure compliance with the requirements of the Missouri Department of Natural Resources;
9. Ensure compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis;
10. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary;
11. Provide the Local Agency with five sets of completed plans, specifications and/cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation; and
12. Perform all services required to complete all design phase activities required by MoDOT.

B. BIDDING PHASE - The Engineer will:

1. Upon receipt of construction authorization from MoDOT, provide an adequate number of plans, specifications, and bid documents to the Local Agency;
2. Provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids;
3. Assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT; and
4. Perform all services required to complete all bidding activities required by MoDOT.

C. **CONSTRUCTION PHASE** - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor;
2. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of the project site as requested;
3. Check shop drawings and review schedules and drawings submitted by the Contractor;
4. Reject work not conforming to the project documents;
5. Prepare change orders for issuance by the Local Agency as necessary and assure that proper approvals are made prior to work being performed;
6. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents; conduct wage rate interviews of one random contractor employee every two weeks;
7. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and perform laboratory testing of samples. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Engineer under this contract;
8. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor; prepare monthly progress report to MoDOT;
9. Be present during critical construction operations, including but not limited to the following:
 - a. structure layout;
 - b. excavation and backfilling;
 - c. checking of reinforcing steel prior to concrete placement;
 - d. concrete batching and pouring;
 - e. placement of surfacing materials;
10. Participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide electronic as-built plans for the Local Agency's records;
11. Perform all services required to complete all construction phase activity required by MoDOT; and
12. Furnish an inspector to monitor and track the contractor's daily operations.

ATTACHMENT B

DESIGN PHASE

| | Hours | Rate | Cost |
|--------------------------------------|---------|---|---------------------------|
| <i>Surveying</i> | | | |
| Registered Land Surveyor | 16 | \$38.00 | \$608.00 |
| Field Technicians | 32 | \$26.00 | \$832.00 |
| CADD Technicians | 40 | \$26.00 | \$1,040.00 |
| <i>Preliminary Design</i> | | | |
| Professional Engineers | 32 | \$45.00 | \$1,440.00 |
| Design Engineers | 40 | \$30.00 | \$1,200.00 |
| CADD Technicians | 56 | \$26.00 | \$1,456.00 |
| Clerical | 8 | \$16.00 | \$128.00 |
| <i>Final Design</i> | | | |
| Professional Engineers | 32 | \$45.00 | \$1,440.00 |
| Design Engineers | 40 | \$30.00 | \$1,200.00 |
| CADD Technicians | 32 | \$26.00 | \$832.00 |
| Clerical | 16 | \$16.00 | \$256.00 |
| | | SUBTOTAL | <u>\$10,432.00</u> |
| <i>Payroll Overhead</i> | 40.99% | | <u>\$4,276.08</u> |
| <i>General & Admin. Overhead</i> | 116.44% | | <u>\$12,147.02</u> |
| | | TOTAL LABOR AND OVERHEAD | <u>\$26,855.10</u> |
| <i>Fixed Fee</i> | 14.50% | | <u>\$3,893.99</u> |
| | | TOTAL LABOR, OVERHEAD, AND FIXED FEE | <u>\$30,749.09</u> |
| <i>Other Direct Costs</i> | | | <u>\$0.00</u> |
| | | SUBTOTAL DIRECT COSTS | <u>\$0.00</u> |
| | | TOTAL FOR DESIGN PHASE | <u>\$30,749.09</u> |

BIDDING AND CONSTRUCTION PHASE

| | Hours | Rate | Cost |
|--|-------|---------|---------------------------|
| <i>Bidding, Construction Administration and Inspection</i> | | | |
| Professional Engineers | 14 | \$45.00 | \$630.00 |
| Senior Construction Inspectors | 48 | \$30.00 | \$1,440.00 |
| Construction Inspector Field Technicians | 180 | \$26.00 | \$4,680.00 |
| Engineering Lab Technicians | 32 | \$22.00 | \$704.00 |
| Clerical | 24 | \$16.00 | \$384.00 |
| | | | <u>\$7,838.00</u> |
| | | | |
| <i>Payroll Overhead</i> | | 40.99% | <u>\$3,212.80</u> |
| <i>General & Admin. Overhead</i> | | 116.44% | <u>\$9,126.57</u> |
| | | | |
| | | | <u>\$20,177.36</u> |
| | | | |
| <i>Fixed Fee</i> | | 14.50% | <u>\$2,925.72</u> |
| | | | |
| | | | <u>\$23,103.08</u> |
| | | | |
| Other Direct Costs | | | <u>\$0.00</u> |
| | | | |
| | | | <u>\$0.00</u> |
| | | | |
| TOTAL FOR BIDDING AND CONSTRUCTION PHASE | | | <u>\$23,103.08</u> |

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epl/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Attachment E
Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.