

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

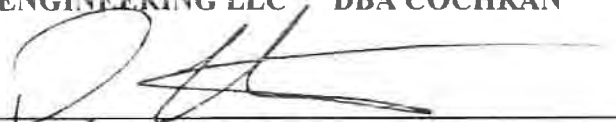
Executed by the City of Ste. Genevieve this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**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 &amp; 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>
Other Direct Costs			<u>\$0.00</u>
	SUBTOTAL DIRECT COSTS		<u>\$0.00</u>
	<b>TOTAL FOR DESIGN PHASE</b>		<b><u>\$30,749.09</u></b>

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>
		SUBTOTAL	
<i>Payroll Overhead</i>		40.99%	<u>\$3,212.80</u>
<i>General &amp; Admin. Overhead</i>		116.44%	<u>\$9,126.57</u>
		TOTAL LABOR AND OVERHEAD	<u>\$20,177.36</u>
<i>Fixed Fee</i>		14.50%	<u>\$2,925.72</u>
		TOTAL LABOR, OVERHEAD, AND FIXED FEE	<u>\$23,103.08</u>
Other Direct Costs			<u>\$0.00</u>
		SUBTOTAL DIRECT COSTS	<u>\$0.00</u>
		<b>TOTAL FOR BIDDING AND CONSTRUCTION PHASE</b>	<u><b>\$23,103.08</b></u>

## ATTACHMENT C

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

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#### 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

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#### 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/epls/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.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Engineer):** SC Engineering, LLC dba Cochran

**Project Owner (LPA):** City of Ste. Genevieve

**Project Name:** St. Mary's Road Trail Project

**Project Number:** TAP-

As the LPA and/or Engineer for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been indentified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Engineer's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Engineer

Printed Name: DAVID CHRISTENSEN

Signature: 

Date: 1/4/23

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**AN ORDINANCE REPEALING SECTION 135.175**

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**WHEREAS**, the City of Ste. Genevieve adopted Section 135.175 to opt out of the state imposed sales tax holidays; and

**WHEREAS**, the Missouri Legislature has recently amended Section 144.049 RSMo., which exempts certain sales from state and local sales taxes, without providing a process for municipalities to opt out of those sales tax holidays; and

**WHEREAS**, the City of Ste. Genevieve has determined that is necessary to repeal Section 135.175 to remain in compliance with state law.

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

**SECTION 1.** Section 135.175 shall be repealed in its entirety.

**SECTION 2.** This ordinance shall be codified.

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

**DATE OF FIRST READING:** January 12, 2023.

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2023 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:**

VOTE

- ALDERWOMAN KRISTI CLEGHORN
- ALDERWOMAN SUSAN JOHNSON
- ALDERMAN BOB DONOVAN
- ALDERMAN MIKE JOKERST
- ALDERMAN JEFFREY EYDMANN
- ALDERMAN MICHAEL RANEY
- ALDERWOMAN ASHLEY ARMBRUSTER
- ALDERMAN JOE 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

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**AN ORDINANCE ADOPTING SECTION 700.010  
DISCLOSURE OF UTILITY BILLING RECORDS**

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**WHEREAS**, the City of Ste. Genevieve maintains certain records, including individual financial information, regarding utility bills and payments for those utility bills; and

**WHEREAS**, Section 610.021 RSMo. has been amended to add Paragraph (25) which allows for a municipality to establish individually identifiable customer usage and billing records, for customers of a municipally owned utility, as closed records pursuant to the Sunshine Law; and

**WHEREAS**, the City of Ste. Genevieve desires to enact this ordinance to make a determination that those individually identifiable customer usage and billing records, for customers of the municipally owned utilities of the City of Ste. Genevieve, be closed records and to provide a consistent policy with regard to the disclosure of those records.

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

**SECTION 1.** The City of Ste. Genevieve enacts and adopts Section 700.010, which shall read as follows:

**SECTION 700.010 Individually Identifiable Customer Usage and Billing Records**

Individually Identifiable Customer Usage and Billing Records for Customers of the utilities of the City of Ste. Genevieve shall be considered to be closed records pursuant to Section 610.021 RSMo. Unless the records are requested by the customer, or authorized for release by the customer, no records shall be made available to the public, except for the customer's name, billing address, location of service and the dates of service provided. Any authorization by the customer to release information to a third party must be made in writing and signed by the customer. The City Administrator, or his or her designee, is authorized to use a standardized form release to be used by the City of Ste. Genevieve to facilitate customer release authorizations.

**SECTION 2.** If any provisions of this ordinance, or the application thereof to anyone or any circumstances, are held invalid, the remainder of this ordinance and the application of such provisions shall not be affected thereby.

**SECTION 3.** This ordinance shall be codified.

**SECTION 4.** This ordinance shall be in full force and effect from and after its date of passage and approval.



DATE OF FIRST READING: January 12, 2023.

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

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

VOTE

- ALDERWOMAN KRISTI CLEGHORN
- ALDERWOMAN SUSAN JOHNSON
- ALDERMAN BOB DONOVAN
- ALDERMAN MIKE JOKERST
- ALDERMAN JEFFREY EYDMANN
- ALDERMAN MICHAEL RANEY
- ALDERWOMAN ASHLEY ARMBRUSTER
- ALDERMAN JOE PRINCE

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

APPROVED AS TO FORM:

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

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

SEAL

Reviewed by:

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

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



# CITY OF STE. GENEVIEVE POLICE DEPARTMENT



165 SOUTH FOURTH STREET, STE. GENEVIEVE, MO 63670

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Received the purchase agreement for the 2 new Dodge Durango's. The price increased as expected and the bid came in at \$81,836.00. The bid is from Lou Fuze Dodge and is a state bid. We need to have the purchase order signed so we can be "put in line" for production.

This price is just for the purchase of the vehicles and does not include decals or upfitting.

Chief Jasen Crump



# PURCHASE ORDER

Purchaser (Govt. Agency)	
Agency Name	St Genavise
Street Address	165 S. 4th St
City, State, Zip Code	St Genavise, MO 63670

Seller (Stellantis Dealer)	
Dealership Name	Low Cost Dodge
Street Address	3480 Highway K
City State, Zip Code	OPALON, MO 63368

Stellantis Fleet Account No. (FAN)	01DND
------------------------------------	-------

Stellantis Dealer Code	42283
------------------------	-------

QTY	VON(S)	VEHICLE DESCRIPTION	UNIT PRICE	LINE TOTAL
1	12345678	EXAMPLE 1 - LDEE48	<del>\$\$\$</del>	<del>\$\$\$</del>
25	12345678-12345703 (Sequential)	EXAMPLE 2 - LDEE48	<del>\$\$\$</del>	<del>\$\$\$</del>
2	58095801	WD EE 75	40918	40918
	58095802	WD EE 75	40918	40918
Attach list of additional VON's if necessary				81 836
<b>TOTAL PURCHASE</b>				<del>\$\$\$</del>

Authorized Government Agency Representative	
Signature	
Date	
Printed Name	JASON CRUMP
Title	Police Chief

Authorized Dealership Sales Representative	
Signature	John Dolan
Date	1/18/23
Printed Name	John Dolan
Title	Govt Sales Mgr

By signing this document, I confirm that I am the authorized purchasing representative for the government agency specified as the Purchaser in this document. I further understand and acknowledge that my signature on this document represents a contractual commitment to purchase the vehicle(s) indicated above, according to the price, terms and conditions specified in this document.

By signing this document, I confirm that I am the authorized sales representative for the party specified as Seller in this document. I further understand and acknowledge that my signature on this document represents a contractual commitment to order the vehicle(s) indicated above, according to the price, terms and conditions specified in this document.



John Dolan Jr (s45297r)

LOU FUSZ CHRYSLER JEEP DODGE RAM  
FIAT  
3480 HIGHWAY K  
O FALLON, MO,633688138



HOME	SALES	RETAIL TRANSFORMATION	STELLANTIS FINANCIAL SERVICES	SERVICE CONTRACTS	SERVICE	PARTS	CUSTOMER EXPERIENCE	NETWORK	TRAINING	DCMAIL
------	-------	--------------------------	-------------------------------------	----------------------	---------	-------	------------------------	---------	----------	--------

DealerCONN... > Sales > Fleet > Fleet Link... > Ordering I... > Fleet Account Number(FAN Lookup)

## Fleet Account Number Details

### Fleet Account Details

<b>Fleet Account Number:</b> 01DND <b>Name:</b> City of Ste Genevieve <b>Address:</b> 165 S. 4th St Ste Genevieve ,MO,63670  <b>Telephone Number:</b> 573-883-5400 <b>Fax Number:</b> <b>VIPs:</b> No
--

[Previous](#)

LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT  
 3480 HIGHWAY K  
 O FALLON, MO 633688138

Priced Order Confirmation (POC)

**Date Printed:** 2023-01-18 3:23 PM **VIN:** **Quantity:** 01  
**Estimated Ship Date:** **VON:** 58095801 **Status:** BG - Order has passed edit but cannot be considered for scheduling  
**Date Ordered:** 2023-01-13 3:59 PM **Ordered By:** S45297R **FAN 1:** 01DND City of Ste Genevieve  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TB3073  
**PO Number:**

**Sold to:** LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT (42283)  
 3480 HIGHWAY K  
 O FALLON, MO 633688138

**Ship to:** LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT (42283)  
 3480 HIGHWAY K  
 O FALLON, MO 633688138

**Vehicle:** 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
<b>Package:</b>	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
<b>Paint/Seat/Trim:</b>	PDN	Destroyer Grey Clear Coat	395
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
<b>Options:</b>	LNf	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5N6	Easy Order	0
	4HG	Central Scheduling Block	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
	<b>Non Equipment:</b>	4KA	Special Bid Handling
4FA		Special Bid-Ineligible For Incentive	0
4DH		Prepaid Holdback	0
MAF		Fleet Purchase Incentive	0
<b>Bid Number:</b>	TB3073	Government Incentives	0
<b>Special Equipment:</b>	99595A		0
<b>Destination Fees:</b>			1,595
<b>Total Price:</b>			<u>44,015 .</u>

**Order Type:** Fleet **PSP Month/Week:**  
**Scheduling Priority:** 1-Sold Order **Build Priority:** 01

**Note:** This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

**Salesperson:**

**Customer Name:** CITY OF STE GENEVIEVE

**Customer Address:** 165 S 4TH STREET  
STE GENEVIEVE MO 63670 USA

**Instructions:**

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT  
 3480 HIGHWAY K  
 O FALLON, MO 633688138

Priced Order Confirmation (POC)

**Date Printed:** 2023-01-18 3:23 PM **VIN:** **Quantity:** 01  
**Estimated Ship Date:** **VON:** 58095802 **Status:** BG - Order has passed edit but cannot be considered for scheduling  
**Date Ordered:** 2023-01-13 3:59 PM **Ordered By:** S45297R **FAN 1:** 01DND City of Ste Genevieve  
**FAN 2:**  
**Client Code:**  
**Bid Number:** TB3073  
**PO Number:**

**Sold to:** LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT (42283)  
 3480 HIGHWAY K  
 O FALLON, MO 633688138  
**Ship to:** LOU FUSZ CHRYSLER JEEP DODGE RAM FIAT (42283)  
 3480 HIGHWAY K  
 O FALLON, MO 633688138

**Vehicle:** 2023 DURANGO PURSUIT VEHICLE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)
<b>Model:</b>	WDEE75	DURANGO PURSUIT VEHICLE AWD	41,415
<b>Package:</b>	2BZ	Customer Preferred Package 2BZ	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0
	DFT	8-Spd Auto 850RE Trans (Make)	0
<b>Paint/Seat/Trim:</b>	PDN	Destroyer Grey Clear Coat	395
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
<b>Options:</b>	LNF	Black Left LED Spot Lamp	610
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5N6	Easy Order	0
	4HG	Central Scheduling Block	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
<b>Non Equipment:</b>	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
<b>Bid Number:</b>	TB3073	Government Incentives	0
<b>Special Equipment:</b>	99595A		0
<b>Destination Fees:</b>			1,595

**Total Price:** 44,015 .

**Order Type:** Fleet **PSP Month/Week:**  
**Scheduling Priority:** 1-Sold Order **Build Priority:** 01

**Note:** This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

**Salesperson:**

**Customer Name:**

CITY OF STE GENEVIEVE

**Customer Address:**

165 S 4TH STREET

STE GENEVIEVE MO 63670 USA

**Instructions:**

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**



**BILL NO. 4534**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND STE. GENEVIEVE COUNTY FOR THE COUNTY TO PROVIDE 911 DISPATCHING SERVICES FOR THE CALENDAR YEAR 2023.**

**WHEREAS**, section 70.220 of the Revised Statutes of Missouri, as amended, provides that any municipality or political subdivision of the State of Missouri may contract and cooperate with any other municipality or any other political subdivision of the State of Missouri for the planning, development, construction acquisition or operation of any public facility or for a common service; and

**WHEREAS**, Ste. Genevieve County has operated the joint dispatch center for many years providing the City, County and Ambulance District with 911 Dispatch services for the efficient operation of the public safety services of City of Ste. Genevieve; and

**WHEREAS**, the City budget for the police department for FY 2023 contains appropriate resources to carry out the goals of the proposed agreement and the funds will be taken out of line item 10-16-7050; and

**WHEREAS**, the Board of Aldermen of the City of Ste. Genevieve after careful review and discussion accept and enter into an Agreement with the County, a copy of which is attached hereto as “Exhibit A” and incorporated by reference.

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

**SECTION 1.** The Mayor is hereby authorized and directed by the Board of Aldermen of the City of Ste. Genevieve, Missouri to execute and deliver this agreement on behalf of the City for 911 dispatching services and the contract is hereby accepted and approved in substantially the form of “Exhibit A” attached hereto.

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

**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 1<sup>ST</sup> READING:** \_\_\_\_\_.

**DATE OF 2<sup>ND</sup> READING:** \_\_\_\_\_.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:**

**VOTE**

- ALDERWOMAN KRISTI CLEGHORN**
- ALDERMAN SUSAN JOHNSON**
- ALDERMAN BOB DONOVAN**
- ALDERMAN MIKE JOKERST**
- ALDERMAN JEFF EYDMANN**
- ALDERMAN MIKE RANEY**
- ALDERWOMAN ASHLEY ARMBRUSTER**
- ALDERMAN JOE 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

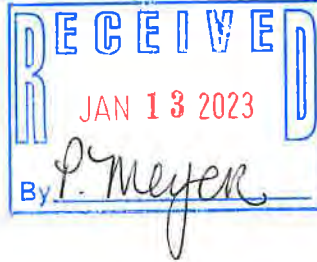
SUE WOLK, COUNTY CLERK  
 COUNTY OF STE GENEVIEVE  
 STATE OF MISSOURI

55 South Third Street, Room 2  
 Ste. Genevieve, MO 63670  
 Phone: 573-883-5589 ext. 2  
 Fax: 573-883-7202

Nancy Bahr  
 Deputy County Clerk

Michele A. Gatzemeyer  
 Deputy County Clerk

Kim MacMillan  
 Deputy County Clerk



January 5, 2023

St Francois County 911 Charges for 2023	\$550,000
Minus Land Line Fees	<u>\$105,566</u>
Total	\$444,434

Percentage

County	57%
Ambulance	16%
City of Ste. Genevieve	27%

	STE GEN. CITY (27%)	AMBULANCE DIST. (16%)	STE GEN. COUNTY (57%)
	\$119,997.18	\$71,109.44	\$253,327.38
DUE 04/10/2023	\$29,999.30	\$17,777.36	\$63,331.85
DUE 07/10/2023	\$29,999.30	\$17,777.36	\$63,331.85
DUE 10/10/2023	\$29,999.30	\$17,777.36	\$63,331.85
DUE 12/10/2023	\$29,999.28	\$17,777.36	\$63,331.83
<b>TOTAL</b>	<b>\$119,997.18</b>	<b>\$71,109.44</b>	<b>\$253,327.38</b>

Sue Wolk  
 County Clerk

**AN ORDINANCE AMENDING THE CITY OF STE. GENEVIEVE MUNICIPAL CODE OF ORDINANCES CHAPTER 210 OFFENSES**

WHEREAS, due to the recent passing of Amendment 3 legalizing recreational marijuana the City has a need to remove Section 210.520 Possession of Marijuana from the Ste. Genevieve Code of Ordinances and to reserve this section for future use.

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

**SECTION 1. Chapter 210, OFFENSES; Article X – Offenses Concerning Alcohol and Drugs; Section 210.520. Possession of Marijuana is here by deleted in its entirety.**

Except as authorized by Sections 195.005 to 194.425 RSMo; it is unlawful for any person to possess or have under his/her control marijuana as defined in Section 195.010, RSMo.

**SECTION 2. EFFECTIVE DATE:** This ordinance shall be in full force and effect from and after its date of passage.

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

**SECTION 4. SEVERABILITY:** The invalidity of any section, clause, sentence or provision of this ordinance shall be given effect without such invalid part or parts.

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

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2023 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:**

**VOTE**

- ALDERWOMAN KRISTI CLEGHORN
- ALDERWOMAN SUSAN JOHNSON
- ALDERMAN BOB DONOVAN
- ALDERMAN MIKE JOKERST
- ALDERMAN JEFFREY EYDMANN
- ALDERMAN MICHAEL RANEY
- ALDERWOMAN ASHLEY ARMBRUSTER
- ALDERMAN JOE 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

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.040 USER CHARGE RATES SUBSECTIONS A. & B. BY REVISING THE WATER USE CHARGES.**

**WHEREAS**, the Board of Aldermen of the City of Ste. Genevieve, Missouri wishes to amend the City Code for water rates. The City has examined the actual costs for providing water and maintaining said system so that these fees will reflect the actual cost to the City and maintain an adequate and reasonable reserve in the water fund; and

**WHEREAS**, the City of Ste. Genevieve must pay all expenses associated with said treatment works and charge the users of said treatment works accordingly.

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

**SECTION 1. SECTION 715.040 USER CHARGE RATES IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING LANGUAGE:**

- A.** Each user shall pay for the services provided by the City based on their use of the water system as determined by water meter(s) acceptable to the City.
  
- B.** All monthly user charges will be based on monthly water usage at the following rates:
  - a.** The minimum charge for water customers inside the City limits shall be **\$7.24** per month. In addition each customer shall pay a user unit charge of operation and maintenance including replacement of **\$.06146 per cubic feet** of water. For all water customers outside city limits that do not have a contractual agreement with the City of Ste. Genevieve the water rate shall be two times the rates for those living within the City limits. A customer that has one meter that serves multiple dwelling units shall be charged the minimum **\$7.24** times the number of units, plus the operation and maintenance including replacement fee of **\$.06146** per cubic feet of water. The user charge rates established in this article shall apply to all users of the City of Ste. Genevieve system regardless of the user's location.
  
  - b.** The following special rates for monthly water usage shall apply to all companies and/or industries that have a contractual arrangement with the City of Ste. Genevieve to provide lime for the municipal water system. A fee of **\$6.42** per 1,000 gallons (**\$.04794/cu. feet**) shall be charged on a monthly basis.

**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 other 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 \_\_\_\_\_, 2023 BY A ROLL CALL VOTE AS FOLLOWS:**

**VOTE**

- Alderman Kristi Cleghorn**
- Alderman Susan Johnson**
- Alderman Bob Donovan**
- Alderman Mike Jokerst**
- Alderman Mike Raney**
- Alderman Jeff Eydmann**
- Alderman Joe Prince**
- Alderman Ashley Armbruster**

\_\_\_\_\_ **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

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.140 SEWER CHARGES AND BILLING, SUBSECTION "D" BY REVISING THE SEWER USE CHARGES.**

**WHEREAS**, the Board of Aldermen of the City of Ste. Genevieve, Missouri wishes to amend the City Code to update the current sewer rates. The City has examined the actual costs for providing wastewater and maintaining said system so that these fees will reflect the actual cost to the City and maintain an adequate and reasonable reserve in the sewer fund; and

**WHEREAS**, the City of Ste. Genevieve must pay all expenses associated with said treatment works and charge the users of said treatment works accordingly.

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

**SECTION 1. SECTION 715.140 SEWER CHAGES AND BILLING; SUBSECTION D IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING LANGUAGE:**

- D. The minimum charge for sewer service per customer shall be at least **\$8.66** per month. In addition, each customer shall pay a user charge for operation and maintenance including replacement of at least **\$5.22** per 1,000 gallons of water or **\$.0389/per cubic feet**. A customer that has one meter that serves multiple dwelling units shall be charged by taking the number of units times the minimum rate of **\$8.66** plus the operation and maintenance including replacement fee of **\$5.22** per 1,000 gallons of water or **\$.0389/per cubic feet**.

**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 other 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 \_\_\_\_\_, 2023 BY A ROLL CALL VOTE AS FOLLOWS:**

**VOTE**

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

\_\_\_\_\_ **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

**BILL NO. 4538**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REVISED CONTRACT WITH WEGMANN LAW FIRM AUTHORIZING A RATE INCREASE FOR LEGAL SERVICES.**

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

**SECTION 1:** The firm of the Wegmann Law Firm, or any of its representatives or associates, shall continue to be employed as attorneys for the City of Ste. Genevieve; and in that capacity, said firm is employed to provide legal services to the City during the continuation of the contract.

**SECTION 2:** The contract (Exhibit "A") for legal services with the Wegmann Law Firm shall be amended such that the compensation for legal services shall be paid at the rate of One Hundred Seventy-Five Dollars (\$175.00) per hour, effective March 1, 2023, for lawyer time for work performed during the continuation of this contract. In addition, said firm shall be entitled to reimbursement for any out-of-pocket expenses. This hourly rate of compensation shall increase in the amount of Five Dollars (\$5.00) per hour every calendar year, beginning January 1<sup>st</sup> of each year that this agreement is in effect.

**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 BY THE BOARD OF ALDERMEN THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY A ROLL CALL VOTE AS FOLLOWS:**

**VOTE**

**ALDERWOMAN KRISTI CLEGHORN  
ALDERWOMAN SUSAN JOHNSON  
ALDERMAN BOB DONOVAN**

**ALDERMAN MIKE JOKERST  
ALDERMAN JEFF EYDMANN  
ALDERMAN MIKE RANEY  
ALDERWOMAN ASHLEY ARMBRUSTER  
ALDERMAN JOE 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

CONTRACT

THE UNDERSIGNED City of Ste. Genevieve, hereinafter referred to as "Client", and Wegmann Law Firm, P.O. Box 740, Hillsboro, Missouri, 63050, hereinafter referred to as "Lawyers", contract as follows:

1. Client hereby engages and retains Lawyers to continue to perform and provide regular legal services to and for the Client; and in consideration of said performance and provision, Client does agree to pay as fee on an hourly basis One Hundred Seventy-Five Dollars (\$175.00) per hour, effective March 1, 2023, respecting services of Lawyers of said firm furnished in connection with representing Client.

2. Additionally, Client agrees to reimburse Lawyers for all reasonable expenses incurred in connection with the performance of and provision for such legal services.

3. Client agrees to accept and pay billings as specified with respect to regular legal services and as presented by said Lawyers monthly.

4. This contract will continue in full force and effect from and after date until the same is terminated. Termination of this contract may be affected by notice of same by either Client or Lawyers on thirty (30) days written notice.

5. The hourly rate set forth in Paragraph 1 above shall be increased in the amount of Five Dollars (\$5.00) per hour for services provided by Lawyers on January 1<sup>st</sup> of each year that this agreement is in effect, starting January 1, 2024.

6. Nothing contained in this contract shall prevent Client and Lawyers from agreeing upon and entering into separate and distinct legal service contracts as respects one particular lawsuit, project or matter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF STE. GENEVIEVE

WEGMANN LAW FIRM

BY: \_\_\_\_\_  
Paul Hassler, Mayor

BY: \_\_\_\_\_  
Mark T. Bishop