

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
Alderman Kristi Cleghorn	_____
Alderman Gary Smith	_____
Alderman Bob Donovan	_____
Alderman Eric Bennett	_____
Alderman Jeff Eydmann	_____
Alderman Joe Steiger	_____
Alderman Mike Raney	_____
Alderman Joe Prince	_____

___ Ayes ___ Nays ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

March 22, 2023

Mr. Happy Welch
City of Ste. Genevieve
165 S. Fourth Street
Ste. Genevieve, MO 63670

SENT VIA: Email
(hwelch@stegenevieve.org)

RE: Proposal – Professional Design Services for Marquette Park Trail Rehabilitation

Dear Mr. Welch:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above-referenced project. In accordance with our discussions we offer the following professional services:

ITEM NO. 1 – TOPOGRAPHIC SURVEY

SCOPE OF WORK:

1. Establish a benchmark on site for the project linked to NAVD 88.
2. Obtain ground elevations to generate contours at 1-foot intervals for a 50' wide corridor on the subject area as shown on the attached exhibit.
3. Locate existing improvements inside of the topographic survey corridor.
4. Locate existing utilities from observed evidence together with markings by "Missouri One Call".
5. Deliverables will include a Topographic Survey along with an associated CAD file for use in the design of the project.

FEE:

The total amount of fee to be paid for the professional services outlined in **Item No. 1** of this proposal shall be a lump sum fee of **\$2,500.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

ITEM NO. 2 – DESIGN

SCOPE OF WORK:

1. Design approximately 670 lineal feet of new walking trail. The new walking trail will replace the existing trail in Marquette Park.
2. Prepare 30%, 60%, and 90% plans for owner review and approval. Plans will be prepared in accordance with the Owner requirements.
3. Prepare Project Manual for use in bidding and construction. The project manual will contain contract documents (front end documents) and technical specifications.
4. Prepare final engineer's cost estimate.
5. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation.

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

1163 Maple Street
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

www.cochraneng.com

Initials _____

6. Review shop drawings and submittals, contractor pay applications, contractor certified payroll, and other items called for in the contract documents. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to the work being performed.
7. Participate in final inspection and provided punch list.

FEE:

The total amount of fee to be paid for the professional services outlined in **Item No. 2** of this proposal shall be a lump sum fee of **\$9,400.00**. This fee is good for a period of thirty (30) days from the date of this proposal.

SERVICES NOT INCLUDED:

1. Architectural Services
2. Environmental/Geotechnical/Wetlands Studies or Reports
3. Recording and Permit Fees
4. Boundary Survey
5. Construction Inspection/Testing/Stakeout
6. Easement Document Preparation and Acquisition
7. Pedestrian Bridge Design

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

TOTAL FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be as summarized in the following table:

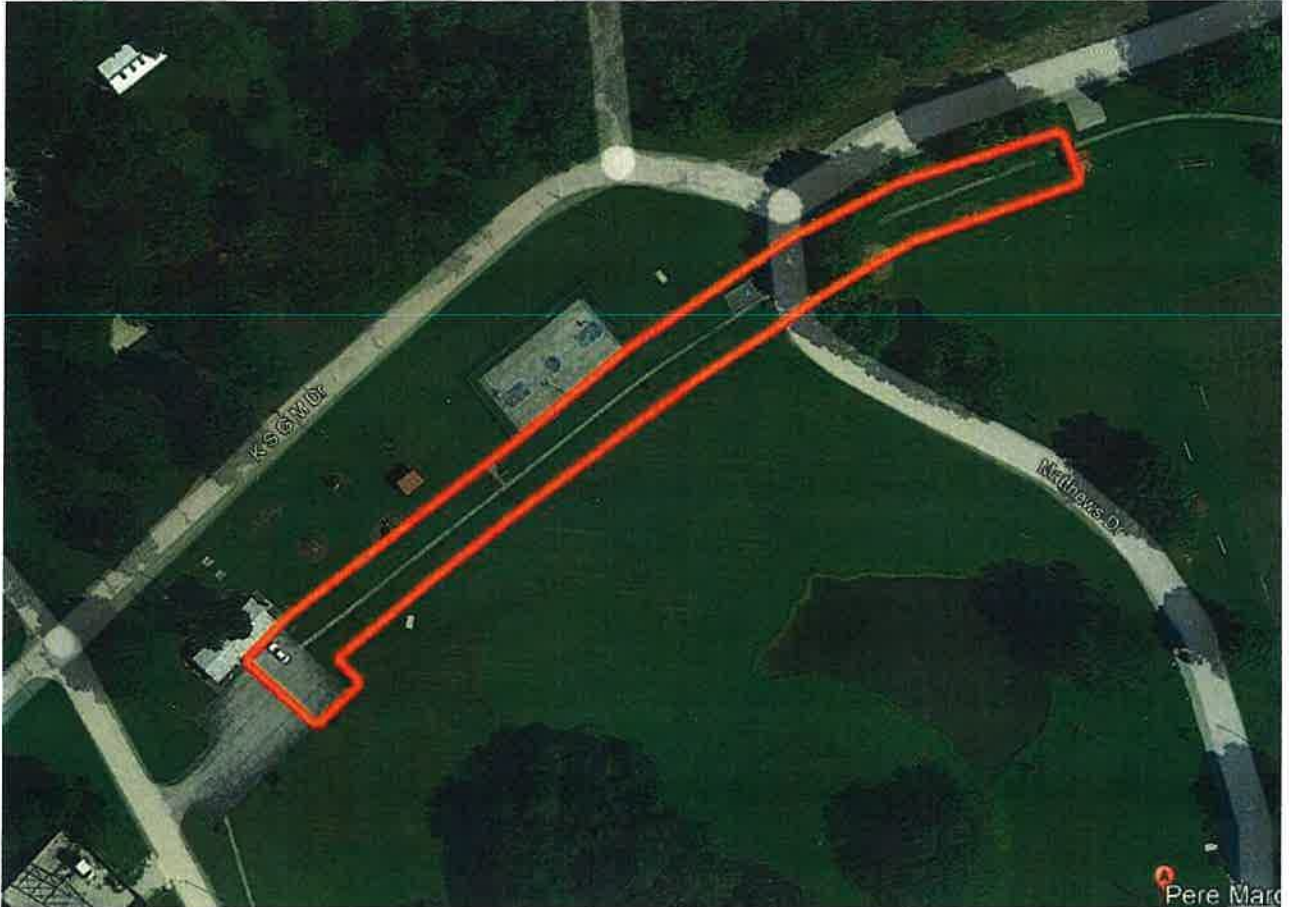
ITEM NO. 1 – TOPOGRAPHIC SURVEY	\$ 2,500.00
ITEM NO. 2 – DESIGN	\$ 9,400.00
TOTAL	\$11,900.00

1. Reimbursable Expenses – Mileage, long distance telephone calls, courier, in-house and out-of-house printing charges, etc. are not included in the above fees and will be billed to the Client at cost. It is estimated that the reimbursable expenses will not exceed **\$250.00**.
2. Any tasks in addition to those specifically described above, will be billed as extras on a time and materials basis using the attached rates.
3. Billing for Cochran fees and reimbursable expenses will be submitted monthly.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.

EXHIBIT A





Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

2023 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
Effective January 1, 2023, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal	\$ 200.00
Division Director	\$ 185.00
Managing Engineer	\$ 170.00
Project Manager 1	\$ 160.00
Project Manager 2	\$ 150.00
Engineer 1	\$ 140.00
Engineer 2	\$ 130.00
Engineer 3	\$ 115.00
Engineer 4	\$ 105.00
Engineer 5	\$ 95.00
Senior Architect	\$ 150.00
Architect 1	\$ 125.00
Architect 2	\$ 115.00
Architect 3	\$ 105.00
Managing Surveyor	\$ 140.00
Surveyor 1	\$ 130.00
Surveyor 2	\$ 120.00
Surveyor 3	\$ 110.00
Senior Manager	\$ 110.00
Secretary	\$ 60.00
Field Manager	\$ 75.00
Inspector	\$ 55.00
Engineering Technician	\$ 70.00
MoDOT Certified Technician	\$ 60.00
Drafter/Survey Tech 1	\$ 105.00
Drafter/Survey Tech 2	\$ 95.00
Drafter/Survey Tech 3	\$ 85.00
Drafter/Survey Tech 4	\$ 70.00
One Man Survey Crew	\$ 120.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
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905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

www.cochraneng.com

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENT ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Staff Report

April 13, 2023

To: Board of Aldermen
From: Happy Welch
Re: Metro-AG



Issue:

The City contracts for sludge removal at the Water Treatment Plant and Wastewater Treatment Plant. Alliance has researched this service and looked for other providers and found only 1 out of Iowa.

Metro-AG has performed well in the past and the city needs to contract for this service.

Recommendation:

Staff recommends approving the two contracts from Metro-AG.

BILL NO. 4552

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI ACCEPTING A PROPOSAL FROM METRO-AG, INC. AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE REMOVAL AND LAND UTILIZATION OF LIME RESIDUALS FROM THE WATER TREATMENT PLANT.

WHEREAS, the City of Ste. Genevieve (“City”) desires to enter into a contract for the removal and agricultural land utilization of residuals generated from the City’s Water treatment plant (the “Services”); and

WHEREAS, the City has received an agreement/proposal dated December 15, 2022 a copy of which is attached as Exhibit “A” and incorporated by reference in this Ordinance from Metro-Ag, Inc. (the “Contractor”) for the Services at a cost of \$18.00 per cubic yard; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve wish to accept the proposal and enter into this agreement with the Contractor, a copy of which is attached as “Exhibit A” and incorporated by reference in this Ordinance (the “Contract”), to provide the Services.

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

SECTION 1. The Agreement submitted by Metro-AG, Inc. of Breese, IL, is hereby accepted and the Contract is hereby approved in substantially the form of (Exhibit “A”) hereto. The Mayor is hereby authorized and directed to execute and deliver the Contract on behalf of the City.

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

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

SECTION 4. 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 THIS _____ DAY OF _____, 2023 BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

- ALDERMAN GARY SMITH**
- ALDERWOMAN KRISTI CLEGHORN**
- ALDERMAN BOB DONOVAN**
- ALDERMAN ERIC BENNETT**
- ALDERMAN JEFF EYDMANN**
- ALDERMAN JOE STEIGER**
- ALDERMAN MIKE RANEY**
- ALDERMAN JOSEPH PRINCE**

_____ **Yes** _____ **No** _____ **Absent**

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



METRO-AG INC.

Biosolids Management

AGREEMENT

THIS CONTRACT/PROPOSAL made and entered into as of the
15th day of December 2022, by and between
City Ste. Genevieve, MO and Metro-Ag Inc. an Illinois Corporation, whose
mailing address is 550 North Second Street, P.O. Box 231, Breese, IL 62230,
(hereinafter called CONTRACTOR, which term shall include its successors and
assigns), WITNESSETH:

IN CONSIDERATION of the following covenants and agreements,
City Ste. Genevieve, MO and the CONTRACTOR hereby mutually agree to
bind themselves as follows:

SECTION I – SCOPE

The CONTRACTOR shall provide transportation and approved sites for
the removal and satisfactory agricultural land utilization of
City Ste. Genevieve, MO .

Residuals generated from their wastewater/water treatment plant at
Ste. Genevieve, MO.

550 N. Second Street

Breese, IL 62230

618.526.2341

Fax: 618.526.2351

www.metroag.com

SECTION II – CONTRACTOR OBLIGATIONS

The CONTRACTOR, in executing the contract for agricultural land utilization shall adhere to the following:

1. Maintain an adequate inventory of farmland for City Ste. Genevieve, MO residuals, regulatory approvals and landowner agreements for agricultural land application in accordance with and in conformance to all applicable Federal, State, and local laws, ordinances, rules and regulations.
2. Provide all material, fuel, tools, equipment, services, supervision and labor to land apply City Ste. Genevieve, MO residuals.
3. Maintain the integrity of all public and private property onsite as it pertains to the project scope.
4. Provide City Ste. Genevieve, MO with copies of all correspondence and other communications pertaining to the Residual management and utilization program.
5. Employ “state of the art” land application methods approved by the United States Environmental Protection Agency and MoDNR.
6. Develop and implement record keeping and reporting programs that comply with MoDNR and/or regulatory requirements.
7. If necessary, develop and implement Public Relations programs as beneficial to the community in general.
8. Develop and implement an environmental safeguard and safety plan for the project.
9. Provide proof of liability insurance.

SECTION III – INSURANCE

Prior to commencing work under this contract, the CONTRACTOR shall submit a certificate of insurance that all the insurance below has been obtained.

- a. Worker's Compensation in accordance with the laws of the State of Illinois.
- b. Comprehensive general and automobile liability insurance to include premises operations and subcontractors. The coverage will be in the amount of \$1,000,000.00 for property damage and personal injury.
- c. Indemnify and hold Metro-Ag Inc. harmless from all damages, claims or causes of action arising from the utilization of residuals generated by City Ste. Genevieve, MO.

SECTION IV – PAYMENT

The CONTRACTOR shall provide a verifiable accounting to the City Ste. Genevieve, MO, for dry tons/gallons of residuals applied at the Contractor's site. The Contractor shall submit invoices and be paid within 30 days for dry tons /gallons transported and applied. Discounts may be applied in certain cases for early payments. An interest charge of 2% per month over 30 days.

SECTION V – RECORD KEEPING

The CONTRACTOR shall maintain records and submit summary reports by the end of the calendar year. Reports will include:

1. Number of loads transported and applied on the Contractor's utilization sites.
2. Cumulative gallons/dry tons applied at each utilization site.
3. Landowner's Name, address & phone number
4. Location of site.
5. Expected crop to be grown.

6. Metal Loading Rates.

SECTION VI – LEGAL ADDRESS

The address given in the Proposal is hereby designated as the legal address of the CONTRACTOR. Such an address may be changed at any time by notice in writing delivered to the Contract Administrator. The legal address is as follows:

Metro-Ag Inc.
550 North Second Street
P.O. Box 231
Breese, IL 62230

Phone: 618-526-2341
Fax: 618-526-2351
Email: metroag@metroag.com
Website: www.metroag.com

SECTION VII – FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performances of such obligations is delayed, hindered or prevented by any cause, which is beyond the reasonable control of such party (Hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: delays such as war (declared or undeclared), blockades, hostilities, revolution, riots, strikes, lockout or other labor disturbances, epidemics, fire storm, delay or interruption in transportation, or any law, regulations or ordinance of any government, governmental agency or court having or claiming to have jurisdiction over any part of the services, including laws, regulations or ordinances pertaining to the protection of the environment, or obtaining permits required by any such government, governmental agency or court, or any other cause (Whether or not of kinds specifically mentioned herein) that is not reasonably within control of the party claiming Force Majeure.

Either party hereto shall give notice promptly within seven (7) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder or prevent

performance of the service under this Contract or any negotiated Change and Order.

SECTION VIII – TERMINATION OF CONTRACT

The CONTRACTOR and/or City Ste. Genevieve, MO shall have the option to immediately terminate this agreement if:

The CONTRACTOR is unable to legally utilize said Residuals due to a change in Federal, State or Local Laws. The said Residuals become impure or otherwise unsuitable for utilization by the CONTRACTOR by any reason of the act or omission of third party, and through no fault of either party to this agreement. Contractor expressly waives the applicability of this provision unless the condition of said Residuals is materially inconsistent with the description and analysis City Ste. Genevieve, MO previously has provided to the CONTRACTOR.

SECTION IX – FINAL AGREEMENT

It is further agreed that City Ste. Genevieve, MO will pay therefore, the price that is named and set forth in this contract.

Removal of lime sludge and land application at a cost of \$18.00 per cubic yard.

This is a two year contract

Owner to provide power if needed.

SECTION X – ASSIGNMENT OF CONTRACT

City Ste. Genevieve, MO shall have the right to assign this Contract to any successor in interest to the subject utilization and disposal contract. The CONTRACTOR hereby consents to said assignment, provided that the Assignee provides timely written

confirmation to the CONTRACTOR that it accepts all obligations hereunder. This contract will expire on December 31, 2024.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals.

Dated the day and year first herein written.

Owner:

Date: _____

(By _____)

(Attest: _____)

Metro-Ag Inc.
550 North 2nd Street
Suite 202
Breese, IL 62230

Date: 3-16-23 _____

(By  _____)

Brian L. Kramer and/or Mary Jo Kramer

(Attest:  _____)

BILL NO. 4553

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI ACCEPTING A PROPOSAL FROM METRO-AG, INC. AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE REMOVAL AND LAND UTILIZATION OF RESIDUALS FROM THE WASTEWATER TREATMENT PLANT.

WHEREAS, the City of Ste. Genevieve (“City”) desires to enter into a contract for the removal and agricultural land utilization of residuals generated from the City’s wastewater treatment plant (the “Services”); and

WHEREAS, the City has received an agreement/proposal dated December 15, 2022, a copy of which is attached as Exhibit “A” and incorporated by reference in this Ordinance from Metro-Ag, Inc. (the “Contractor”) for the removal of biosolids sludge and land application at a cost of \$.055 per gallon with a minimum of 400,000 gallons removed per visit.

WHEREAS, the City Budget for FY 2023 contains appropriate resources to carry out the goals of the proposed Agreement. (Sewer Fund #90 - Line Item #6104 Sludge Disposal) ; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve wish to accept the proposal and enter into this agreement with the Contractor, a copy of which is attached as “Exhibit A” and incorporated by reference in this Ordinance (the “Contract”), to provide the Services;

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

SECTION 1. The Agreement submitted by Metro-AG, Inc. of Breese, IL, is hereby accepted and the Contract is hereby approved in substantially the form of (Exhibit “A”) hereto. The Mayor is hereby authorized and directed to execute and deliver the Contract on behalf of the City.

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

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

SECTION 4. 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 THIS _____ DAY OF _____, 20__ BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

	VOTE
Alderwoman Kristi Cleghorn	_____
Alderman Gary Smith	_____
Alderman Bob Donovan	_____
Alderman Eric Bennett	_____
Alderman Jeff Eydmann	_____
Alderman Joe Steiger	_____
Alderman Mike Raney	_____
Alderman Joe Prince	_____

___ Ayes ___ Nays ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



METRO-AG INC.

Biosolids Management

AGREEMENT

THIS CONTRACT/PROPOSAL made and entered into as of the
15th day of December 2022, by and between
City Ste. Genevieve, MO and Metro-Ag Inc. an Illinois Corporation, whose
mailing address is 550 North Second Street, P.O. Box 231, Breese, IL 62230,
(hereinafter called CONTRACTOR, which term shall include its successors and
assigns), WITNESSETH:

IN CONSIDERATION of the following covenants and agreements, City
Ste. Genevieve, MO and the CONTRACTOR hereby mutually agree to bind
themselves as follows:

SECTION I – SCOPE

The CONTRACTOR shall provide transportation and approved sites for
the removal and satisfactory agricultural land utilization of
City Ste. Genevieve, MO.

Residuals generated from their wastewater/water treatment plant at
Ste. Genevieve, MO.

550 N. Second Street

Breese, IL 62230

618.526.2341

Fax: 618.526.2351

www.metroag.com

SECTION II – CONTRACTOR OBLIGATIONS

The CONTRACTOR, in executing the contract for agricultural land utilization shall adhere to the following:

1. Maintain an adequate inventory of farmland for City Ste. Genevieve, MO residuals, regulatory approvals and landowner agreements for agricultural land application in accordance with and in conformance to all applicable Federal, State, and local laws, ordinances, rules and regulations.
2. Provide all material, fuel, tools, equipment, services, supervision and labor to land apply City Ste. Genevieve, MO residuals.
3. Maintain the integrity of all public and private property onsite as it pertains to the project scope.
4. Provide City Ste. Genevieve, MO with copies of all correspondence and other communications pertaining to the Residual management and utilization program.
5. Employ “state of the art” land application methods approved by the United States Environmental Protection Agency and MoDNR.
6. Develop and implement record keeping and reporting programs that comply with MoDNR and/or regulatory requirements.
7. If necessary, develop and implement Public Relations programs as beneficial to the community in general.
8. Develop and implement an environmental safeguard and safety plan for the project.
9. Provide proof of liability insurance.

SECTION III – INSURANCE

Prior to commencing work under this contract, the CONTRACTOR shall submit a certificate of insurance that all of the insurance below has been obtained.

- a. Worker's Compensation in accordance with the laws of the State of Illinois.
- b. Comprehensive general and automobile liability insurance to include premises operations and subcontractors. The coverage will be in the amount of \$1,000,000.00 for property damage and personal injury.
- c. Indemnify and hold Metro-Ag Inc. harmless from all damages, claims or causes of action arising from the utilization of residuals generated by City Ste. Genevieve, MO.

SECTION IV – PAYMENT

The CONTRACTOR shall provide a verifiable accounting to the City Ste. Genevieve, MO , for dry tons/gallons of residuals applied at the Contractor's site. The Contractor shall submit invoices and be paid within 30 days for dry tons /gallons transported and applied. Discounts may be applied in certain cases for early payments. An interest charge of 2% per month over 30 days.

SECTION V – RECORD KEEPING

The CONTRACTOR shall maintain records and submit summary reports by the end of the calendar year. Reports will include:

1. Number of loads transported and applied on the Contractor's utilization sites.
2. Cumulative gallons/dry tons applied at each utilization site.
3. Landowner's Name, address & phone number
4. Location of site.
5. Expected crop to be grown.

6. Metal Loading Rates.

SECTION VI – LEGAL ADDRESS

The address given in the Proposal is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to the Contract Administrator. The legal address is as follows:

Metro-Ag Inc.
550 North Second Street
P.O. Box 231
Breese, IL 62230

Phone: 618-526-2341
Fax: 618-523-2351
Email: metroag@metroag.com
Website: www.metroag.com

SECTION VII – FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performances of such obligations is delayed, hindered or prevented by any cause, which is beyond the reasonable control of such party (Hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: delays such as war (declared or undeclared), blockades, hostilities, revolution, riots, strikes, lockout or other labor disturbances, epidemics, fire storm, delay or interruption in transportation, or any law, regulations or ordinance of any government, governmental agency or court having or claiming to have jurisdiction over any part of the services, including laws, regulations or ordinances pertaining to the protection of the environment, or obtaining permits required by any such government, governmental agency or court, or any other cause (Whether or not of kinds specifically mentioned herein) that is not reasonably within control of the party claiming Force Majeure.

Either party hereto shall give notice promptly within seven (7) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder or prevent

performance of the service under this Contract or any negotiated Change and Order.

SECTION VIII – TERMINATION OF CONTRACT

The CONTRACTOR and/or City Ste. Genevieve, MO shall have the option to immediately terminate this agreement if: The CONTRACTOR is unable to legally utilize said Residuals due to a change in Federal, State or Local Laws. The said Residuals become impure or otherwise unsuitable for utilization by the CONTRACTOR by any reason of the act or omission of third party, and through no fault of either party to this agreement. Contractor expressly waives the applicability of this provision unless the condition of said Residuals is materially inconsistent with the description and analysis City Ste. Genevieve, MO previously has provided to the CONTRACTOR.

SECTION IX – FINAL AGREEMENT

It is further agreed that City Ste. Genevieve, MO will pay therefore, the price named and set forth in this contract.

Removal of biosolids sludge and land application at a cost of \$.055 per gallon with a minimum of 400,000 gallons removed per visit. This is a two-year contract.

Owner to provide power if needed.

SECTION X – ASSIGNMENT OF CONTRACT

City Ste. Genevieve, MO shall have the right to assign this Contract to any successor in interest to the subject utilization and disposal contract. The CONTRACTOR hereby consents to said assignment, provided that the Assignee provides timely written confirmation to the CONTRACTOR that it accepts all obligations of hereunder. This contract will expire on December 31, 2024.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals.

Dated the day and year first herein written.

Owner:

Date: _____

(By _____)

(Attest: _____)

Metro-Ag Inc.
550 North 2nd Street
Suite 202
Breese, IL 62230

Date: 3-16-23

(By )

Brian L. Kramer and/or Mary Jo Kramer

(Attest: )

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

Memorandum

To: Happy Welch, City Administrator
From: Ken Steiger, Fire Chief
Cc: File
Date: April 9, 2023

Subject: Request for Approval to Purchase the State Approved radios from the 2022 DPS Radio Grant

Happy,

This memo is to request BOA approval to purchase six(6) Motorola APX8500 Mobile radios from the Johnson County MO. Contract #36964 for \$38,141.94. This is a second round of radios grants to upgrade our mobile radios for the fire department.

This purchase is the result of a successful/funded grant request and will be fully funded by the grant program. No additional funding is being requested.

I have supplied a copy of the Contract for your review. This is the same contract as our last radio grant purchase.

Regards

Ken Steiger

Ken Steiger, Fire Chief

BILL NO. 4554

ORDINANCE NO.

AN ORDINANCE APPROVING THE PURCHASE OF NEW STATE APPROVED MOBILE RADIOS FOR THE FIRE DEPARTMENT FROM WIRELESS USA

WHEREAS, the City of Ste. Genevieve Fire Department needs to upgrade their mobile radios and match existing for compatibility; and

WHEREAS, the City of Ste. Genevieve Fire Department applied for a grant from the 2022 DPS Radio Grant; and

WHEREAS, the City of Ste. Genevieve Fire Department received notification of the award of the 2022 DPS Radio Grant in an amount not to exceed \$38,141.94; and

WHEREAS, the City of Ste. Genevieve wishes to accept the attached proposal from Motorola Solutions Quote -2108362 attached as Exhibit "A" for the purchase of the radios.

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

SECTION 1. The Board of Aldermen hereby approves the purchase of six (6) Motorola APX8500 Mobile radios from Wireless USA per contract #36964 for \$38,141.94 to upgrade the mobile radios for the Ste. Genevieve Fire Department.

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

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

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

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

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

VOTE

**ALDERMAN GARY SMITH
ALDERWOMAN KRISTI CLEGHORN
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JOE PRINCE
ALDERMAN JEFF EYDMANN
ALDERMAN MIKE RANEY
ALDERMAN JOE STEIGER**

Yes **No** **Absent**

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



STE GENEVIEVE FIRE DEPARTMENT

03/28/2023

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2020 Motorola Solutions, Inc. All rights reserved.



QUOTE-2108362

03/28/2023

Dear Ken Steiger,

Motorola Solutions is pleased to present STE GENEVIEVE FIRE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide STE GENEVIEVE FIRE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Jim Sheehan at jim.sheehan@wirelessusa.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jim Sheehan

Motorola Solutions Manufacturer's Representative

Shipping Address:
 STE GENEVIEVE FIRE
 DEPARTMENT
 165 SOUTH FOURTH STREET
 SAINTE GENEVIEVE, MO 63670
 US

Quote Date:03/28/2023
 Expiration Date:04/01/2023
 Quote Created By:
 Jim Sheehan
 jim.sheehan@wirelessusa.com

 End Customer:
 STE GENEVIEVE FIRE DEPARTMENT
 Ken Steiger
 sgfd7101@gmail.com
 573.883.5321

 Contract: 36964 - JOHNSON COUNTY
 CONVENIENCE-MO
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	6	\$5,667.00	\$3,116.85	\$18,701.10
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$6.00	\$3.30	\$19.80
1b	G51AT	ENH:SMARTZONE	6	\$1,650.00	\$907.50	\$5,445.00
1c	GA05509AA	DEL: DELETE UHF BAND	6	-\$800.00	-\$440.00	-\$2,640.00
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
1e	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	6	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	\$66.00	\$36.30	\$217.80
1g	G843AH	ADD: AES ENCRYPTION AND ADP	6	\$523.00	\$287.65	\$1,725.90
1h	G89AC	ADD: NO RF ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G67EH	ADD: REMOTE MOUNT E5 MP	6	\$327.00	\$179.85	\$1,079.10
1k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	6	\$0.00	\$0.00	\$0.00
1l	G806BL	ENH: ASTRO DIGITAL CAI OP APX	6	\$567.00	\$311.85	\$1,871.10
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	6	\$717.00	\$394.35	\$2,366.10
1n	W22BA	ADD: STD PALM MICROPHONE APX	6	\$79.00	\$43.45	\$260.70
1o	W969BG	ADD: MULTIKEY OPERATION	6	\$363.00	\$199.65	\$1,197.90
1p	G361AH	ENH: P25 TRUNKING SOFTWARE APX	6	\$330.00	\$181.50	\$1,089.00
2	EQ000103A02	MULTIPLEXER,_ALL BAND, APX8500, VEHICLE	6	\$214.92	\$182.68	\$1,096.08
3	HAF4016A	UNITY GAIN ANTENNA QUARTERWAVE 762-870MHZ - ROOF MOUNT	6	\$24.84	\$21.11	\$126.66
4	LSV00Q00203A	DEVICE INSTALLATION	6	\$678.57	\$678.57	\$4,071.42
5	CB000091A02	CABLE, COAXIAL,CABLE, COAXIAL,QMA PLUG TO QMA PLUG CONNECTOR	6	\$44.16	\$37.54	\$225.24
6	HAD4021A	VHF ANT WIDEBAND 136-174 MHZ	6	\$64.80	\$38.88	\$233.28
7	CB000091A09	CABLE, COAXIAL,QMA PLUG TO MINI-UHF JACK CONNECTOR (BECU QMA)	12	\$103.50	\$87.98	\$1,055.76

Grand Total
\$38,141.94(USD)
Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)