

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
2535 MARZUCO ELECTRIC INC								
168455	1	3/15/23	3/03/23	WLC CTR	2,320.00	10	10-18-6810	1
				INVOICE TOTAL	2,320.00			
				VENDOR TOTAL	2,320.00			
2585 MINERAL AREA OFC. SUPPLY, INC.								
MAR 2023	1	3/15/23	3/01/23	POLICE	42.06	10	10-16-6550	1
	2			ADMIN	44.30	10	10-13-6550	1
	3			WLC CTR	20.89	10	10-18-6015	1
	4			WATER	63.07	30	30-30-6550	1
				INVOICE TOTAL	170.32			
				VENDOR TOTAL	170.32			
2590 MISSISSIPPI LIME CO								
1660166	1	3/15/23	3/06/23	WATER	3,604.33	30	30-30-6501	1
				INVOICE TOTAL	3,604.33			
1660704	1	3/15/23	3/09/23	WATER	2,302.19	30	30-30-6501	1
				INVOICE TOTAL	2,302.19			
				VENDOR TOTAL	5,906.52			
101672 MISSISSIPPI RIVER RADIO								
FEB 2023	1	3/15/23	3/01/23	WLC CTR	2,253.33	10	10-18-7163	1
				INVOICE TOTAL	2,253.33			
				VENDOR TOTAL	2,253.33			
2618 MISSOURI ONE CALL SYSTEM, INC.								
3020290	1	3/15/23	2/28/23	WATER	62.10	30	30-30-7062	1
				INVOICE TOTAL	62.10			
				VENDOR TOTAL	62.10			
3045 O'REILLY AUTOMOTIVE INC.								
1909-102819	1	3/15/23	2/28/23	POLICE	18.54	10	10-16-6220	1
				INVOICE TOTAL	18.54			
MAR 2023	1	3/15/23	3/13/23	FIRE	31.64	10	10-17-6210	1
				INVOICE TOTAL	31.64			
				VENDOR TOTAL	50.18			
101717 ORKIN PEST CONTROL								
1275318	1	3/15/23	2/09/23	FIRE	225.00	10	10-17-6810	1
				INVOICE TOTAL	225.00			
				VENDOR TOTAL	225.00			
101667 PRECISE DIGITAL, LLC								
INV-020382	1	3/15/23	12/22/22	POLICE	800.00	10	10-16-6805	1
				INVOICE TOTAL	800.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	800.00		
23741-1	1	3/15/23	2/26/23	3376 PULITZER MISSOURI NEWSPAPERS LEGIS	65.38	10 10-11-6022	1
				INVOICE TOTAL	65.38		
				VENDOR TOTAL	65.38		
S1196835.001	1	3/15/23	2/21/23	3762 SCHULTE SUPPLY WATER	189.00	30 30-30-6805	1
				INVOICE TOTAL	189.00		
S1197389.001	1	3/15/23	3/07/23	WATER	437.95	30 30-30-8000	1
				INVOICE TOTAL	437.95		
				VENDOR TOTAL	626.95		
18593	1	3/15/23	2/27/23	100843 SENTINEL EMERGENCY SOLUTIONS FIRE	9.00	10 10-17-6805	1
				INVOICE TOTAL	9.00		
				VENDOR TOTAL	9.00		
10925	1	3/15/23	2/28/23	3788 SHUH & SONS PLBG & HTG ADMIN	785.30	10 10-13-6810	1
				INVOICE TOTAL	785.30		
				VENDOR TOTAL	785.30		
ST2230550394	1	3/15/23	2/24/23	101408 STE GENEVIEVE MEM HOSPITAL POLICE	75.00	10 10-16-5007	1
				INVOICE TOTAL	75.00		
				VENDOR TOTAL	75.00		
7607	1	3/15/23	2/20/23	3725 STE. GENEVIEVE CHAMBER LEGIS	400.00	10 10-11-6025	1
				INVOICE TOTAL	400.00		
				VENDOR TOTAL	400.00		
35286	1	3/15/23	3/15/23	3726 STE. GENEVIEVE COMMUNITY POLICE	106.31	10 10-16-8216	1
				INVOICE TOTAL	106.31		
				VENDOR TOTAL	106.31		
402344	1	3/15/23	3/06/23	101277 WEGMANN, EDEN, MIKALE, & ADMIN	1,217.50	10 10-13-7030	1
				INVOICE TOTAL	1,217.50		
				VENDOR TOTAL	1,217.50		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
89992	1	3/15/23	2/21/23	101752 WESTECH ENGINEERING, LLC WATER	4,717.13	30 30-30-6805	1
				INVOICE TOTAL	4,717.13		
				VENDOR TOTAL	4,717.13		
				BLOOMSDALE BANK (GEN GOV TOTAL	63,097.93		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	63,097.93		
				GRAND TOTALS	63,097.93		

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
CHECK#	DATE							
6 BLOOMSDALE BANK - DOWNTOWN TIF								
19	3/08/2023	578	CITY OF STE. GENEVIEVE	5,000.00				
* See Check Summary below for detail on gaps and checks from other modules.								
BANK TOTALS:								
OUTSTANDING				5,000.00				
CLEARED				.00				
BANK 6 TOTAL				5,000.00				
VOIDED				.00				
FUND				TOTAL	OUTSTANDING		CLEARED	VOIDED
41	DOWNTOWN TIF			5,000.00	5,000.00		.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
MARCH 2023	1	3/08/23	3/08/23	BLOOMSDALE BANK - DOWNTOWN TIF 578 CITY OF STE. GENEVIEVE	5,000.00	41 41-02-2951	1
				INVOICE TOTAL	5,000.00		
				VENDOR TOTAL	5,000.00		
				BLOOMSDALE BANK - DOWNTOWN TOTAL	5,000.00		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	5,000.00		
				GRAND TOTALS	5,000.00		

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 BLOOMSDALE BANK (GEN GOVT)								
43943	3/03/2023	2601	MISSOURI DEPT OF REVENUE	3,648.66				
43944	3/03/2023	101355	RHODES 101	1,512.62				
*12258795								
12258796	3/03/2023	270	ANTHEM BLUE CROSS BLUE SHIELD	15,034.26			E-PAY	

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:					
	OUTSTANDING		20,195.54		
	CLEARED		.00		

	BANK 1 TOTAL		20,195.54		
	VOIDED		.00		
FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
10	GENERAL	14,534.85	14,534.85	.00	.00
30	WATER	4,654.68	4,654.68	.00	.00
31	SEWER	1,006.01	1,006.01	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				BLOOMSDALE BANK (GEN GOVT)				
FEB 2023	1	3/03/23	3/03/23	2601 MISSOURI DEPT OF REVENUE WATER	3,648.66	30	30-02-2010	1
				INVOICE TOTAL	3,648.66			
				VENDOR TOTAL	3,648.66			
000328079	1	3/03/23	2/01/23	101355 RHODES 101 POLICE	1,512.62	10	10-16-6200	1
				INVOICE TOTAL	1,512.62			
				VENDOR TOTAL	1,512.62			
				BLOOMSDALE BANK (GEN GOV TOTAL	5,161.28			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	5,161.28			
				GRAND TOTALS	5,161.28			

Staff Report

April 27, 2023

To: Board of Aldermen
From: Happy Welch
Re: Cochran Asphalt Paving Testing



Issue:

Jokerst, Inc. was approved to do the next overlay project in Ste. Genevieve. I want to engage Cochran to perform testing on the asphalt to make sure it is in good order. The contractor is responsible for notifying Cochran when testing is needed.

Recommendation:

Approve the contract with Cochran for the 2023 Asphalt Overlay testing.

RESOLUTION 2023 - 29

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A COST PROPOSAL
FOR 2023 ASPHALT OVERLAY TESTING SERVICES WITH COCHRAN
ENGINEERING**

WHEREAS, the City of Ste. Genevieve (“City”) determined a need to engage Cochran Engineering to perform testing on the 2023 Asphalt Overlay Projects to assure the proper placement and material is in order; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to allow Cochran Engineering to provide professional services for asphalt overlay testing for 2023.

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

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

**PASSED AND APPROVED THIS 27th DAY OF APRIL, 2023 BY A THE BOARD OF
ALDERMEN.**

Approved as to form:

Brian Keim, Mayor

City Attorney, Mark Bishop

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



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April 13, 2023

ATTN: Happy Welch

RE: Cochran Proposal – City of Ste. Genevieve 2023 Overlay

Mr. Happy Welch

Thank you for giving Cochran the opportunity to submit this cost proposal to provide Construction Inspection and Materials Testing for the above-referenced project. Cochran offers the following scope of professional services:

SCOPE OF WORK:

1. Certified field and lab technicians to perform materials sampling and testing as detailed on the attached Lab and Labor Estimate sheet.
2. AASHTO Accredited Laboratory to provide lab testing of sampled materials
3. Administrative, Project Management, Coordination, Mileage and Drive time Associated with Services

FEE – SCOPE OF WORK:

Cochran can provide the services as listed above on a **time and expense basis**. Cochran's lab and field personnel rates are attached below. This estimate was developed using contractor provided construction rates. The estimated value is subject to change if production rates are not met.

Cochran will coordinate the testing with the owner or Site Superintendent. **Any contingent items added to the project not included in the original scope, overruns of original contracted items of the project or work beyond the original contract completion date, will be deemed extra work and invoiced on a time and materials basis according to the attached fee schedule.** Cochran will invoice monthly for all labor and laboratory work based off a time and material basis.

OWNER'S RESPONSIBILITY:

1. General day-to-day review of construction
2. Daily compaction testing on asphalt installed.
3. Owner takes responsibility for all existing soil conditions on subject property and holds Cochran harmless for any issues resulting from said conditions.

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. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half percent (1½%) per month on the unpaid balance.
2. 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.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

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 Steet
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

767 North 20th 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

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, including work that affects the property depicted in the attached Exhibit N/A, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost-effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



**Adam P. Jones
Project Manager
Cochran Engineering**

Acceptance:

Client

By: _____

Title: _____

Date: _____

Attachments: Lab and Labor Estimate
 Fee Schedule
 Cochran Terms & Conditions



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**2023
FEE SCHEDULE**

Effective July 26, 2022, these rates will apply to all projects performed on a time and expense basis.

LABORATORY TESTING

	<u>Test Method</u>			<u>Unit</u>	<u>Price</u>
	<u>ASTM</u>	<u>AASHTO</u>	<u>MoDOT</u>		
<u>Asphalt</u>					
Asphalt Binder Content of Asphalt Mixtures by the Nuclear Method	D4125	T 287	TM-54	each	\$100.00
Asphalt Binder Content of HMA by the Ignition Method	D6307	T 308		each	\$150.00
Asphalt Binder Content of HMA with Washed Gradation - Ignition Method				each	\$210.00
RAP or Aggregate Correction Factor (for use with AC Content - Burn Off Method)			TM-77	each	\$125.00
Asphalt Calibration Curve for Nuclear Asphalt Content Gauge - 3 points				each	\$300.00
Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures	D2726	T 166		each	\$45.00
Thickness or Height of Compacted Bituminous Paving Mixture Specimens	D3549			each	\$10.00
<u>Concrete</u>					
Compressive Strength of Concrete Core (includes sawcutting one end)	C39	T 22		each	\$40.00
Compressive Strength of Concrete Cylinder (4"x8", 6"x12")	C39	T 22		each	\$15.00
Compressive Strength of Grout (Prism or Cube)	C1019			each	\$20.00
Compressive Strength of Mortar Cylinder (2"x4")	C39	T 22		each	\$15.00
Flexural Strength of Concrete Beam	C78	T 97		each	\$60.00
Sawcut Cylinders Ends (to meet ASTM standards)				each	\$15.00
Measuring Length of Drilled Concrete Cores	C174	T 148		each	\$25.00
Concrete Trial Mix Verification				mix	Call for pricing
<u>Soil</u>					
Atterberg Limits	D4318	T 89/90		each	\$95.00
California Bearing Ratio	D1883	T 193		each	\$180.00
Density of Soil in Place by the Drive-Cylinder Method	D2937			each	\$40.00
Modified Proctor	D1557	T 180		each	\$210.00
Moisture Content of Soil	D2216	T 265		each	\$25.00
pH Value	G51	T 289		each	\$45.00
Resistivity	G187	T 288		each	\$130.00
Standard Proctor	D698	T 99		each	\$180.00
Unconfined Compressive Strength of Cohesive Soil	D2166	T 208		each	\$80.00
Materials Finer than 75-µm (No. 200) Sieve by Washing - Soil	C117	T 11		each	\$65.00



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LABORATORY TESTING

	Test Method			Unit	Price
	ASTM	AASHTO	MoDOT		
<u>Aggregates</u>					
Deleterious Content of Aggregate (Concrete, Asphalt and Base)			TM-71	each	\$60.00
Flat and Elongated Particles in Coarse Aggregate	D4791			each	\$65.00
Moisture Content of Aggregate	C566	T 255		each	\$25.00
Specific Gravity and Absorption of Fine Aggregate	C128	T 84		each	\$120.00
Specific Gravity and Absorption of Coarse Aggregate	C127	T 85		each	\$75.00
Sieve Analysis of Fine and Coarse Aggregates	C136	T 27		each	\$75.00
Bulk Density ("Unit Weight") and Voids in Aggregate	C29	T 19		each	\$60.00
Materials Finer than 75- μ m (No. 200) Sieve by Washing - Aggregate	C117	T 11		each	\$65.00
<u>Rock</u>					
Compressive Strength of Rock Core	C39	T 22		each	\$40.00
Rock Core Photograph				each	\$25.00
<u>Additional Field Services</u>					
Rebound Hammer Test				day	\$25.00
Coring Bit Wear (Asphalt and Concrete)				inch	\$6.00
Coring Equipment Rental				day	\$75.00
Trailer for Curing Concrete Cylinders and Beams				day	\$100.00
Nuclear Density Gauge				day	\$35.00
Measurement of Pavement Surface Texture Depth by the Sand-Patch Method			TM-19	each	\$20.00
Cylinder Molds				each	\$1.00
Vapor Emissions				each	\$17.50



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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
Special Inspector	\$ 175.00
Senior Manager	\$ 110.00
Engineer 4	\$ 105.00
Field Manager	\$ 75.00
Engineering Technician	\$ 70.00
MoDOT Certified Technician	\$ 60.00
Administration	\$ 55.00
Inspector	\$ 55.00
Federal Mileage Rate	\$ 0.655

*Overtime rate of 1.5 x regular rate will apply for greater than 8hr workdays, Saturdays, Sundays and Holiday

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.

Initials _____

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. 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.

RESOLUTION 2023 - 30

A RESOLUTION APPOINTING BILL HART TO THE STE. GENEVIEVE HERITAGE COMMISSION.

WHEREAS, Mr. Bill Hart, 672 N. Fourth Street, has agreed to serve another term on the Ste. Genevieve Heritage Commission and his term will expire in February, 2026.

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to appoint Mr. Hart.

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

Mr. Bill Hart, is hereby appointed to the Ste. Genevieve Heritage Commission this 27th day of April, 2023.

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

Done and approved this 27th day of April, 2023.

Approved by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

RESOLUTION 2023 - 31

A RESOLUTION REAPPOINTING THOMAS HOOPER TO THE STE. GENEVIEVE HERITAGE COMMISSION.

WHEREAS, Mr. Thomas Hooper, 185 S. Third Street, has agreed to serve another term on the Ste. Genevieve Heritage Commission and his term will expire in February 2026.

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to appoint Mr. Hooper.

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

Mr. Thomas Hooper is hereby appointed to the Ste. Genevieve Heritage Commission this 27th day of April, 2023.

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

Done and approved this 27th day of April, 2023.

Approved by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

RESOLUTION 2023 - 32

A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH STEPHEN P. TUCKER, JR. TO MAINTAIN FLOOD BUYOUT PROPERTY.

WHEREAS, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Stephen Tucker, 456 Laporte Street for Flood Buyout Property located at 199 Ziegler Street for the purpose of maintenance and upkeep.

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

SECTION ONE: The Mayor of the City of Ste. Genevieve, Missouri is hereby authorized and directed by the Board of Aldermen to execute and enter into the property maintenance agreement with Stephen P. Tucker, Jr. in substantially the form attached as “Exhibit A” and incorporated herein by reference.

SECTION TWO: This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 27TH DAY OF APRIL, 2023.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Property Maintenance Agreement

This Agreement is entered into by and between the City of Ste. Genevieve, a municipal corporation (the "City"), and **Stephen P. Tucker, Jr.**, a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, located at **199 Ziegler Street**, City of Ste. Genevieve, Ste. Genevieve, Missouri ("Property"). (Attachment "A")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the City and Caretaker hereby agree as follows:

1. **Maintenance:** This Agreement shall permit the Caretaker to maintain the Property consistent with the regulations associated with floodplain management law and the 404 Hazard Mitigation Grant Program ("HMGP") pursuant to regulations issued by the Federal Emergency Management Agency ("FEMA"). The Caretaker shall only be entitled to maintain and utilize the Property for purposes permitted by FEMA, under the terms of the HMGP and consistent with all applicable laws, regulations and ordinances. The City shall retain title and ownership to the Property at all times.

2. **Liability & Indemnification:** Caretaker shall be solely responsible for all liability related to the Property. To the fullest extent permitted by law, Caretaker shall indemnify, hold harmless and defend City, and its employees and agents, from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, resulting from any negligent act, misconduct or omission in the part of Caretaker, its employees, agents, assigns or contractors, with regard to the maintenance of the Property.

3. **Term of Agreement:** This Agreement shall be effective for a period of one (1) year from the effective date of this Agreement and may be extended for additional one (1) year terms if both City and Caretaker agree to that extension in writing. The City reserves the right to terminate this Agreement for any reason upon thirty (30) days' written notice being provided to Caretaker.

4. **Compliance with Federal, State and Local Laws:** The Caretaker shall comply with all federal, state and municipal law. If it is determined by the City that Caretaker is not in compliance with federal, state or municipal law, then the City shall notify Caretaker that Caretaker must come into compliance with federal, state and municipal law within seven (7) days. If the violation is not timely corrected, this Agreement shall be terminated automatically and with no further action by either party.

5. **Maintenance and Uses Allowed:** Caretaker shall be entitled to maintain and utilize the Property for all purposes permitted by FEMA, under the terms of the HMGP and consistent with federal, state and municipal law. Prior to any structures being placed on the Property, Caretaker must seek approval of the City. That approval shall only be granted if the structure would be in compliance with federal, state and municipal law. Gardens may be planted and maintained at the Property. Other customary residential yard landscaping shall be permitted. The placement of structures, gardens and other landscaping shall be installed and maintained on

the Property at Caretaker's sole risk and in no event shall the City be liable for any damage, destruction or loss that may be caused to any structures, gardens or landscaping on the Property for any reason whatsoever. Caretaker has submitted a written plan for his/her use of the Property, which is attached, incorporated herein by reference and marked as Exhibit 1. Caretaker shall limit his/her use of the Property to this written plan. The use of the Property by Caretaker can be modified, altered or changed only by agreement in writing between City and Caretaker.

6. **Notices:** In the event any notices are to be given to City, they should be mailed by United States mail, postage prepaid, and shall be addressed to: City Clerk, City of Ste. Genevieve, 165 South 4th Street, Ste. Genevieve, Missouri 63670. In the event any notices are to be given to Caretaker, they should be mailed by United States mail, postage prepaid, and shall be addressed to: **456 LaPorte Street, Ste. Genevieve, Missouri 63670**. For the purposes hereof, the date of mailing shall be deemed to the date notice is given.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF STE. GENEVIEVE

By: _____
Mayor

By: Stephen P. Tucker Jr.
Caretaker

Date: _____

Date: 4-20-23

ATTEST:

By: _____
Pam Meyer, City Clerk

BILL NO. 4551

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES WITH COCHRAN ENGINEERING FOR THE PERE MARQUETTE PARK TRAIL REHABILITATION PROJECT

WHEREAS, an RFQ was advertised for Professional Engineering & Design Services for the Recreational Trails Program grant for 671 feet of trail rehabilitation at Pere Marquette Park; and

WHEREAS, Cochran Engineering (“Cochran”) submitted the best qualifications for the project; and

WHEREAS, the Missouri Department of Parks has approved the submitted contract by Cochran to be entered into with the City of Ste. Genevieve; and

WHEREAS, Cochran has submitted the attached engineering services contract (Exhibit A) to provide professional design services for the Pere Marquette Park Trail Rehabilitation Project; and

WHEREAS, Cochran will do the topographic survey and design of the desired improvements; and

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

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

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

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

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

DATE OF FIRST READING: April 13, 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	_____
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.

4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Federal funds are being used in the project, and all relevant federal, state and local requirements apply.

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.).

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below **AND** initializing **ALL** other pages. Return one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 636-584-0540. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



David Van Leer, P.E.
Cochran

Acceptance:
City of Ste. Genevieve

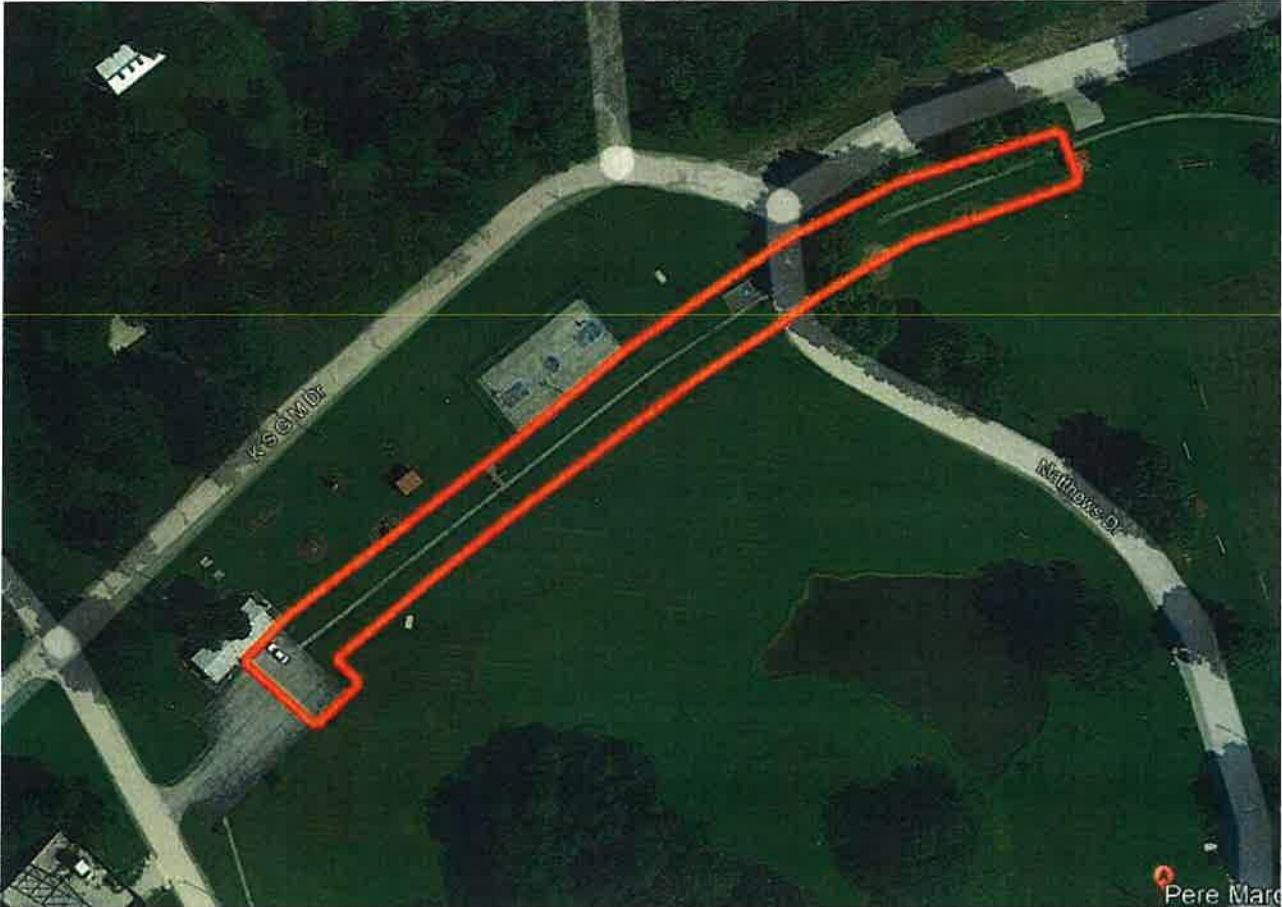
By: _____

Title: _____

Date: _____

Attachments: Exhibit A
 Standard Charge Out Rates
 Cochran Terms & Conditions

EXHIBIT A





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.

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.

Initials _____

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. 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.

BILL NO. 4555

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY TREASURER TO WRITE OFF UNCOLLECTIBLES FROM THE WATER/WASTEWATER ACCOUNTS OF THE CITY OF STE. GENEVIEVE, MISSOURI.

WHEREAS, City Staff has reviewed the utility accounts receivable to determine accounts that are doubtful for collections; and

WHEREAS, on the advice of the City’s Independent Auditor after their review of these accounts; and

WHEREAS, Removing the outstanding doubtful utility accounts will not release the account holder from responsibility to pay their outstanding balance, which will continue to be pursued through the process of acquiring new service through the City.

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

SECTION 1. That the delinquent accounts described in Exhibit “A” be declared uncollectible and be written off from the active subsidiary ledger.

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

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

_____ **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

WATER BILLS TO BE WRITTEN OFF RECEIVABLES

NAME	ADDRESS	AMOUNT
Bethany Chase	307 Robert Street	\$ 18.62
Martin Macklin	554 Laporte Street	\$ 51.86
Richard Klein	443 Oak Drive	\$ 19.43
Mary Macklin	686 Market Street	\$ 84.22
Quincy "Jay" Gadberry	399 Roberts	<u>\$ 35.20</u>
		\$ 209.33

Staff Report

April 27, 2023

To: Board of Aldermen
From: Happy Welch
Re: Division Street



Issue:

When surveying the Levee District area for the lot subdivision for Fish and Wildlife conveyance property, our surveyors found a potential issue with Division Street. Division Street is listed only as an easement from Main St. to Stormy Crawford Way. The Levee District has agreed to dedicate that section of roadway to the City so the City will maintain the road and it would remain open for public use for people to get to the brush pile and the Flying Club, as well as the Levee Refuge area.

Stormy Crawford Way remains only an easement and is not part of this proposed dedication.

Recommendation:

Approve the Deed Dedication of Division St.

BILL NO. 4556

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE MISSOURI AUTHORIZING THE MAYOR TO SIGN A DEED DEDICATING A PORTION OF DIVISION STREET TO THE CITY OF STE. GENEVIEVE.

WHEREAS, the City of Ste. Genevieve currently maintains Division Street from Main Street traveling in an easterly direction; and

WHEREAS, Ste. Genevieve Joint Levy Commission and the City of Ste. Genevieve desire to have Division Street to be accepted as a public roadway of the City of Ste. Genevieve; and

WHEREAS, the Board of Alderpersons of the City of Ste. Genevieve has deemed it in the best interest of the people of the City of Ste. Genevieve and for improving public safety to accept the grant of Division Street and dedicate it as a public roadway within the City of Ste. Genevieve to be maintained generally in its present condition subject to available funds and appropriations of the City of Ste. Genevieve.

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

SECTION 1. The City of Ste. Genevieve accepts and approves the conveyance of property from the Ste. Genevieve Joint Levy Commission, which consists of an extension of Division Street within the city limits of the City of Ste. Genevieve and shall be maintained as such by the City of Ste. Genevieve, subject to annual appropriations and the discretion of the Board of Alderpersons of the City of Ste. Genevieve.

SECTION 2. The City of Ste. Genevieve authorizes the Mayor of the City of Ste. Genevieve to execute any deeds or other documents to be recorded with the Ste. Genevieve County Recorder of Deeds Office accepting and establishing the dedication of a public road of Division Street within the city limits of the City of Ste. Genevieve.

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

SECTION 4. REPEALER. All ordinances and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

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

VOTE

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

__ YES __ NO __ ABSENT

APPROVED AS TO FORM: '

Brian Keim, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

DEED DEDICATING PUBLIC ROADWAY

KNOW ALL MEN BY THESE PRESENTS, THAT:

Ste. Genevieve Joint Levy Commission, hereinafter referred to as Grantor, whether one or more and whether an individual or individuals, does hereby convey unto the City of Ste. Genevieve, a municipal corporation, 165 S. Fourth St., Ste. Genevieve, Missouri 63670, its successors, assigns, lessees, agents, licensees, contractors, sub-contractors and tenants, hereinafter referred to as Grantee, all the right, title and interest which said Grantor has in and to the following described real property, being a portion of real estate more particularly described in Deed Book 743 at Page 247 in the Ste. Genevieve County, Missouri land records, more particularly described as follows:

Part of Fractional Sections 21 in Township 38 North, Range 9 East of the Fifth Principal Meridian and being part of a tract of land conveyed to the Ste. Genevieve Joint Levee Commission by Deed Book 743 at page 247 in the Ste. Genevieve County, Missouri land records, more particularly described as follows:

A 30 feet wide ingress and egress easement, being 15 feet on each side of the following described centerline: Beginning at a point in the centerline of North Main Street, from which point a found iron pin at the Western corner of a tract of land conveyed to the Ste. Genevieve Flying Club Inc. by Deed Book 453 at page 289 bears North 65 degrees 45 minutes 51 seconds East for a distance of 496.70 feet; thence leaving the said North Main Street and with the centerline of existing road North 63 degrees 35 minutes 24 seconds East for a distance of 123.13 feet; North 65 degrees 06 minutes 50 seconds East for a distance of 286.76 feet; North 60 degrees 01 minutes 05 seconds East for a distance of 107.41 feet; North 54 degrees 44 minutes 38 seconds East for a distance of 155.12 feet; North 51 degrees 26 minutes 08 seconds East for a distance of 223.68 feet; North 44 degrees 46 minutes 53 seconds East for a distance of 126.27 feet; North 43 degrees 12 minutes 31 seconds East for a distance of 65.49 feet; North 32 degrees 39 minutes 34 seconds East for a distance of 47.35 feet to a set iron pin at Reference Point "A", being the point of termination of said 30 feet wide easement.

To be dedicated as a public roadway and right-of-way dedication to be added to the existing roads of the City of Ste. Genevieve.

TO HAVE AND TO HOLD the premises aforesaid with all and singular the rights, privileges and appurtenances there unto belonging or in any way appertaining, unto the said Ste. Genevieve Joint Levy Commission, its heirs and assigns forever.

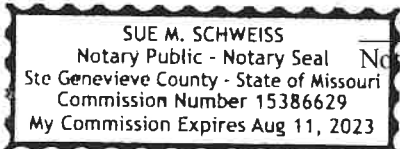
IN WITNESS WHEREOF, the above-named Grantor has signed these presents this 11th day of April, 2023.

Ste. Genevieve Joint Levy Commission
Vernon J. Bauman
By: Vernon J. Bauman Grantor

STATE OF MISSOURI)
) SS.
COUNTY OF STE. GENEVIEVE)

On this 11th day of April, 2023, before me, a Notary Public in and for said state, personally appeared Ste. Genevieve Joint Levy Commission, by and through Vernon Bauman to me known to be the person described in and who executed the foregoing instrument as Grantor, and acknowledged that instrument was executed the same as its free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires:  Sue M. Schweiss
Notary Public

The City of Ste. Genevieve, by and through the undersigned representative of the City of Ste. Genevieve, hereby accepts this right-of-way dedication and grant of a public roadway as set forth in this document.

City of Ste. Genevieve, Missouri
By: _____, Mayor

STATE OF MISSOURI)
) SS.
COUNTY OF STE. GENEVIEVE)

On this _____ day of _____, 2023, before me, a Notary Public in and for said state, personally appeared _____, as Mayor of the City of Ste. Genevieve, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that instrument was executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires: _____
Notary Public