

**RESOLUTION 2023-39**

**A RESOLUTION APPOINTING ASHLEY HUCK TO THE STE. GENEVIEVE  
HOUSING AUTHORITY BOARD**

**WHEREAS**, Ashley Huck, 31 Robinwood Drive, has agreed to be appointed to the Ste. Genevieve Housing Authority to serve the remainder of the existing four year term of Rhonda Sexton, that will expire July, 2024.

**WHEREAS**, the Mayor advises the Board of Aldermen of the recommended appointment.

**NOW THEREFORE**, the Board of Aldermen of the City of Ste. Genevieve do hereby consent and resolve as follows:

Ms. Ashley Huck is hereby appointed to the Ste. Genevieve Housing Authority Board this 25<sup>th</sup> day of **May, 2023**.

The Mayor shall make this appropriate appointment to this board and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this 25<sup>TH</sup> day of **MAY, 2023**.

APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Keim, Mayor

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

REVIEWED BY:

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

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

**RESOLUTION 2023 - 40**

**A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH KARI DAVIDSON TO MAINTAIN FLOOD BUYOUT PROPERTY**

**WHEREAS**, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Kari Davidson, 155 Merchant Street, for Flood Buyout Property located at 501 & 503 N. Main 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 Kari Davidson 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 25<sup>TH</sup> DAY OF MAY, 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 **Kari Davidson**, a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, located at **501 & 503 N. Main 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 4<sup>th</sup> 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: **155 Merchant 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:   
Caretaker

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

Date: 5. 18. 23

ATTEST:

By: \_\_\_\_\_  
Pam Meyer, City Clerk

**RESOLUTION 2023-41**

**A RESOLUTION BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR A HISTORIC PRESERVATION WORKSHOP WITH PRESERVATION RESOURCES, INC.**

**WHEREAS**, the City of Ste. Genevieve applied for a Historic Preservation Grant through the Missouri Department of Natural Resources to host a Historic Preservation Workshop; and

**WHEREAS**, the grant is a 60/40 split with the federal award of \$9,215.00 and a local match of \$6,144.00. \$15,000.00 was budgeted in the FY 2023 budget and approved in the budget line 10-14-8216.

**WHEREAS**, an RFP process was conducted in cooperation with the Missouri State Historic Preservation Office with Preservation Resources, Inc. selected to be the most suitable company for this workshop.

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

**SECTION 1.** The Board of Aldermen of the City of Ste. Genevieve, Missouri hereby authorizes the City Administrator to enter into a “Professional Services Agreement” attached to and made part of this resolution with Preservation Resources, Inc. of Hannibal, Missouri for a historic preservation workshop in 2023 (Exhibit “A”).

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

**PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 25<sup>th</sup> day of MAY, 2023.**

Approved as to form:

\_\_\_\_\_  
Brian Keim, Mayor

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

SEAL

Reviewed by:

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

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

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_ of 2023, between THE CITY OF STE. GENEVIEVE, MISSOURI, a fourth-class city of the State of Missouri, 165 S 4th Street, Ste. Genevieve, Missouri 63670 ("City") and Preservation Resources, Inc. ("Consultant"), who, intending to be legally bound, hereby agree as follows:

**WITNESSETH:**

**WHEREAS**, the City is in need of professional assistance in a technical field more fully described in the Proposal, attached hereto as Exhibit A ("Proposal"); and

**WHEREAS**, the Consultant represents that it has sufficient experience and qualified personnel to perform, and the City desires the Consultant to perform, the professional services herein described; and

**WHEREAS**, the City has agreed to the Consultant's Proposal attached hereto as Exhibit A; and

**WHEREAS**, the City desires to enter into this Agreement to govern the provision by Consultant to City of any additional professional services which are beyond the scope of the Proposal or any other agreements of the parties;

**NOW, THEREFORE**, in exchange for the covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges City and Consultant agree to the terms of this Agreement as of the effective date hereof.

**ARTICLE I**  
Scope of Services

Consultant shall provide for the City professional services, which shall include conducting workshops for the public on the exterior painting of historic wooden structures, further detailed in the Proposal, attached hereto as Exhibit A.

The City may request additional services to extend this Agreement to provide project related services not anticipated at time of the Agreement. At the City's request Consultant shall submit a written scope of additional work including an estimate of additional costs for the performance of such additional work. No change in scope shall be effective nor shall additional compensation be paid except on the basis of the provisions of a written supplemental agreement or amendment hereto which may be duly entered into by the parties of this Agreement.

**ARTICLE II**  
Compensation

The City shall pay Consultant for services performed as outlined in the Proposal attached hereto as Exhibit A by paying the sum of Ten Thousand Four Hundred Dollars (\$10,400.00), with the entire amount being paid upon the completion of the Two Day Exterior Painting of Historic Wooden Structures, Hands-On Workshop.

**ARTICLE III**  
Time

In absence of written directions to the contrary, receipt of the executed Agreement shall be the Consultant's Notice to Proceed.

At the discretion of the City, after consultation with the Consultant, an extension in time may be granted to the Consultant for delays determined by the City as unavoidable. Consultant may request an extension of time stating fully the reasons for such request.

**ARTICLE IV**  
City's Responsibilities

City shall perform the following in a timely manner so as not to unreasonably delay the services of the Consultant:

1. Attend any necessary meeting during the project to facilitate the communication between parties involved in the services;
2. Make all payments required pursuant to this Agreement in a timely manner as set forth in the Agreement.

**ARTICLE V**  
Consultant's Responsibilities

In addition to the basic services identified in Article I and further detailed on Exhibit A, the Consultant shall do the following:

1. Comply with local, state and federal rules, regulations, and laws pertaining to this Agreement that are applicable at the time the Consultant performs the services set forth herein, regardless of whether such rules, regulations and laws are specifically referred to in this Agreement. Consultant shall protect and indemnify the City and its officers and agents against any claims or liability arising from or based on any violation of the same;
2. Immediately upon expiration or termination of the Agreement, return to the City all reports, documents and work product generated pursuant to this Agreement and other data furnished to the Consultant by the City pursuant to this Agreement and other data furnished to the Consultant by the City pursuant hereto;
3. Indemnify and hold harmless the City, its elected officials, officers, employees, and agents, from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of Consultant's services, provided that any such claim, damage, loss, or expense is caused in whole or in part by a negligent or intentional act, error or omission of the Consultant, its subcontractors, anyone directly or indirectly employed or retained by any of them, or anyone for whose acts any of them may be liable, whether or not arising before or after completion of the Consultant's services;
4. Maintain General Liability Insurance in an amount of no less than One Million Dollars (\$1,000,000.00) and maintain Professional Liability Insurance in an amount of no less than One Million Dollars (\$1,000,000.00) and provide the City with certification thereof upon request. All insurance carriers must be licensed to do business in the State of Missouri; and carry a Best's policyholder rating of "A" or better and/or that is acceptable to the City;
5. Employ persons qualified to efficiently perform the obligations and duties of the Consultant under this Agreement. If the City shall so direct, the Consultant shall remove from the Project any inspector or other person employed by the Consultant in connection with the work.

**ARTICLE VI**  
Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Missouri.
2. Assignment. None of the obligations of the Consultant under this Agreement shall be assigned without the approval in writing of the City.
3. Binding on Successors. This Agreement is binding upon and fully enforceable against the successors and assigns of the Consultant, whether or not consented to by the City.
4. Reuse of Information. City shall have ownership of all information, including reports, surveys, designs, presentation graphics and creative products, furnished under this Agreement. City's right of reuse shall be unlimited in frequency and quantity. City's reuse of the information without verification or adaptation by the Consultant shall be at the City's sole risk without liability or legal exposure to the Consultant. No additional compensation shall be due to the Consultant for City's reuse of the information.
5. Termination for Default.
  - 5.1 Default. If the Consultant refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the City may notify the Consultant in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Consultant's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
  - 5.2 Compensation. The City shall pay the Consultant the costs and expenses for services performed by the Consultant prior to receipt of the notice of termination; however, the City may withhold from amounts due to the Consultant such sums as the City deems to be necessary to protect the City against loss caused by the Consultant because of the default.
  - 5.3 Excuse from Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Consultant shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Consultant has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City or any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions, strikes or other labor disputes. If failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Consultant shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Consultant to meet the terms of the Agreement. Upon request of the Consultant, the City shall ascertain the facts and extent of such failure, and, if the City determines that any failure to perform was occasioned by progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience".
6. Termination for Convenience.
  - 6.1 Termination. The City may, when the interests of the City so require, terminate this Agreement in whole, or in part, for the convenience of the City. The City shall give written notice of the



termination to the Consultant specifying the part of the Agreement terminated and when termination becomes effective.

6.2 Consultant's Obligations. The Consultant shall incur no further obligations in connection with the termination services and on the date set in the notice of termination of the Consultant will stop work to the extent specified.

6.3. Compensation. The City shall pay the Consultant the following amounts:

- a. All costs and expenses incurred by the Consultant for work accepted by the City prior to the Consultant's receipt of the notice of termination.
- b. All costs and expenses incurred by the Consultant for work not yet accepted by the City but performed by the Consultant prior to receipt of the notice of termination.

Anticipatory profit for work and service not performed by the Consultant shall not be allowed or paid.

7. Independent Contractor. It is agreed that Consultant is an independent contractor to the City and shall not be considered an employee, Consultant shall be responsible for and pay all taxes and withholdings required by law upon the compensation paid under this Agreement, and shall indemnify and hold harmless the City from liability in connection therewith.

8. Notice. Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if said notice is personally delivered or sent by First Class mail, postage prepaid, to the party to whom said notice is to be given. Notices delivered in person shall be deemed to be served effective as of the date the notice is delivered. Notices sent by First Class shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

Until changed by written notice given by one party to the other, notice to the City and Consultant shall be made as follows:

The City of Ste. Genevieve  
ATTN: Comm. Dev. Administrator  
165 S 4th Street  
Ste. Genevieve, MO 63670

Preservation Resources, Inc.  
ATTN: Bob Yapp  
521 Bird Street  
Hannibal, MO 63401

9. Phraseology. In this Agreement, the singular includes the plural, the plural includes the singular, and any gender includes the other gender.

10. Descriptive Headings. The descriptive headings of the provisions of this agreement are formulated and used for convenience only and shall not be deemed to affect the meaning and construction on any such provision.

11. Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

12. Invalidity. In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal, or if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.
13. Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
15. Merger. This Agreement and the documents incorporated by reference constitute the entire agreement between the parties with respect to the professional services set forth herein. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties, both written and oral.
16. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the City, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.
17. Survivorship. Notwithstanding the termination of this Agreement, Consultant's obligations with respect to indemnification (Article V, Section 6) and Insurance (Article V, Section 7) and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereby caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

**CITY**

City of Ste. Genevieve, Missouri  
A Missouri municipal corporation

By: \_\_\_\_\_  
Name: Happy Welch  
Title: City Administrator

**CONSULTANT**

Preservation Resources, Inc.

By: \_\_\_\_\_  
Name: Bob Yapp  
Title: President

## EXHIBIT A

### **Two-Day Exterior Painting of Historic Wooden Structures workshop**

1) Two Day Exterior Painting of Historic Wooden Structures Workshop = Up to 12 students; Students will learn the why and how to safely remove failed paint to bare wood, how to clean the substrate, apply architectural epoxy for minor wood repairs, how to prime and caulk and apply topcoat paint appropriately. The owners will then be responsible for any further painting to complete the structure.

2) Addendum A is a part of this Agreement

3) We will require two able bodied people to help set up and break down for the event. We will arrive at the site at 8:00 a.m. the day of the event and will need help setting up as well as hauling in all the tools and supplies to the workshop site at the designated location. I will need the same help to break down the tools and supplies and move them back to my truck between 4:00 p.m. and 5:00 p.m. at the end of the second day of the workshop.

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### **Fees, Materials & Dates**

The total fee for the Two-Day Exterior Painting of Historic Wooden Structures workshop includes all equipment, materials, and expenses as listed in Addendum A. The fee is \$10,400.00.

1) We will provide an invoice for our fees in advance of the events. Please contact Pat Berg Yapp to inform her of the estimated date of payment and the process involved to be paid. Contact Pat Berg Yapp at pbyapp@msn.com or 217-799-6086 The check should be made out to Preservation Resources Inc. 521 Bird Street, Hannibal, Missouri, 63401.

2) I will e-mail handout materials that will need to be put into packets, cd's or jump drives for the estimated number of workshop attendees for each workshop. I will provide any promotional materials you may need and agree to interview with any media entity you deem important to promote the event.

3) The workshop will be scheduled on September 30<sup>th</sup> & October 1<sup>st</sup>, 2023 to be held and completed in the desired 2 days, back to back.

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### **Addendum A**

#### **Two-Day Exterior Painting of Historic Wooden Structures Workshop**

#### **Preservation Resources, Inc will:**

1) Provide all the equipment and materials\* needed to conduct a two-day Exterior Painting of Historic Properties workshop at a mutually agreed to property in St. Genevieve, Missouri on September 30 & October 1, 2023. (\*Materials do not include the final topcoat paint which must be supplied by someone on your end in a brand, type and quantity mutually agreed to).

2) A small portion of the structure will be worked on by up to 12 students. All work must happen from the ground for safety reasons.

3) All work and treatments taught will conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

- 4) Students will learn the why & how to safely remove failed paint to bare wood if needed utilizing infrared paint removal tools that are state of the art and complies with the SISR.
- 5) Students will learn how to clean the substrate properly.
- 6) Architectural epoxy will be utilized sparingly and as needed for minor wood repairs.
- 7) Students will learn the best paint coating to use for long term paint jobs.
- 8) Students will learn how to prime and caulk properly.
- 9) Students will learn how to apply topcoat paint properly.
- 10) No major wood repairs are included as this is only two days and there just isn't enough time.
- 11) Run the workshop from 9:00 a.m. to 4:00 p.m. each day with a one-hour lunch from noon to 1:00.

When the two days are completed, students will know why and how to get a long-term paint job on a historic structure.

**City of Ste. Genevieve will:**

- 1) Provide a historic frame property with clapboard siding that has failing paint that can be accessed from the ground.
- 2) Provide adequate electricity for various tools and vacuums etc.
- 3) Provide an event tent in case of inclement weather.
- 4) Provide lunch and water for the student and instructor.
- 5) Provide the acrylic latex topcoat paint agreed upon. PRI supplies the alkyd oil primer.
- 6) Bob Yapp would arrive at the agreed upon site at 8:00 a.m. Saturday September 30th to set up. We require two able bodied helpers to unload and setup then as well.

Sincerely,  
Bob Yapp  
President  
Preservation Resources, Inc.  
Belvedere School for Hands-On Preservation  
521 Bird Street  
Hannibal, Missouri 63401  
217-474-6052  
yapperman@msn.com  
www.bobyapp.com

**BILL NO. 4559**

**ORDINANCE NO.**

**AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN REAL ESTATE OWNED BY STE. GENEVIEVE R-II SCHOOL DISTRICT INTO THE CITY OF STE. GENEVIEVE EXISTING CORPORATE LIMITS**

**WHEREAS**, on a verified petition signed by all owners of the real estate described below was filed with the City Clerk requesting annexation into the City of Ste. Genevieve, Missouri (“City”); and

**WHEREAS**, the real estate is adjacent and contiguous to the present corporate limits of the City; and

**WHEREAS**, a public hearing concerning this matter was held at Ste. Genevieve City Hall, at 6:00 p.m. on Thursday, May 11, 2023; and

**WHEREAS**, notice of this public hearing was published in May 3, 2023 Ste. Genevieve Herald, a weekly newspaper of general circulation in the County of Ste. Genevieve, Missouri; and

**WHEREAS**, at the public hearing, all interested parties, corporations, and political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and

**WHEREAS**, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Ste. Genevieve, Missouri (“Board”); and

**WHEREAS**, the Board does find and determine that the annexation is reasonable and necessary to the proper development of the City; and

**WHEREAS**, the City is able to furnish normal municipal services to the area within a reasonable time after annexation; and

**WHEREAS**, the Board finds that it is in the best interests of the City and its citizens to annex the property described in the verified Petition.

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

**Section 1.** Pursuant to Section 71.012 RSMo 2018, the following described real estate is hereby annexed into the City of Ste. Genevieve, Missouri, to-wit:

Legal Description for the property owned by Ste. Genevieve RII School District:

Part of Fractional Section 20 in Township 38 North, Range 9 East of the Fifth Principal Meridian in Ste. Genevieve County, Missouri. Also being part of a tract of land as recorded in Document Number: 2022-0482. More particularly described as follows.

Commencing at a Drill Rod marking the Southwest Corner of a tract of land as recorded in Book 254 at Page 195; thence South 03 degrees, 09 minutes, 23 seconds East, 188.54 feet to a set Iron Pin; thence South 86 degrees, 50 minutes, 37 seconds West, 496.31 feet to a set Iron Pin; thence North 03 degrees, 09 minutes, 23 seconds West also being the City of Ste. Genevieve Corporate Limit, 137.42 feet to a Drill Rod marking the Southeast Corner of a tract of land as recorded in Book 300 at Page 83; thence North 03 degrees, 09 minutes, 23 seconds West with the East Line of said tract also being the City of Ste. Genevieve Corporate Limit, 300.22 feet to a set Iron Pin in the North Line of U.S. Survey 267, marking the point of beginning; thence leaving the said Corporate Limit, South 86 degrees, 51 minutes, 57 seconds West with the North line of said U.S. Survey 267, 300.00 feet to an Iron Pin; thence South 86 degrees, 48 minutes, 31 seconds West with the North Line of said U.S. Survey 267, 75.19 feet to an Iron Pin; thence North 00 degrees, 30 minutes, 15 seconds West with the West Line of Said tract of land as recorded in Document Number: 2022-0482, 212.05 feet to an Iron Pin; thence North 86 degrees, 59 minutes, 45 seconds East with a North Line of said tract, 371.00 feet to a Stone in the said Corporate Limit Line; thence South 01 degrees, 37 minutes, 47 seconds East with said Corporate Limit Line, 210.98 feet to the point of beginning. Containing 1.81 acres.

Subject to any easements, reservations or restrictions of or not of record.

**Section 2.** The boundaries of the City of Ste. Genevieve, Missouri are hereby altered as to encompass the above-described tracts of land lying adjacent and contiguous to the present corporate limits.

**Section 3.** The City Clerk of the City of Ste. Genevieve is hereby ordered to cause three certified copies of this ordinance to be filed with the Ste. Genevieve County Clerk.

**Section 4.** City Personnel are hereby authorized and directed to conform all maps, directories, drawings, plats and other appropriate documents to the altered corporate limits of the City of Ste. Genevieve as herein provided.

**Section 5.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they may so conflict.

**Section 6.** That this ordinance shall be in full force and effect from and after its passage and approval.

**Section 7.** 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:** May 11, 2023

**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 MICHAEL RANEY**
- ALDERMAN JOE PRINCE**
- ALDERMAN JOE STEIGER**
- ALDERMAN JEFF EYDMANN**

\_\_\_\_ 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**



**STAFF REPORT**  
**Petition for Annexation**

May 11, 2023

Ste. Genevieve R-II School District is requesting annexation of the following property into the City of Ste. Genevieve.

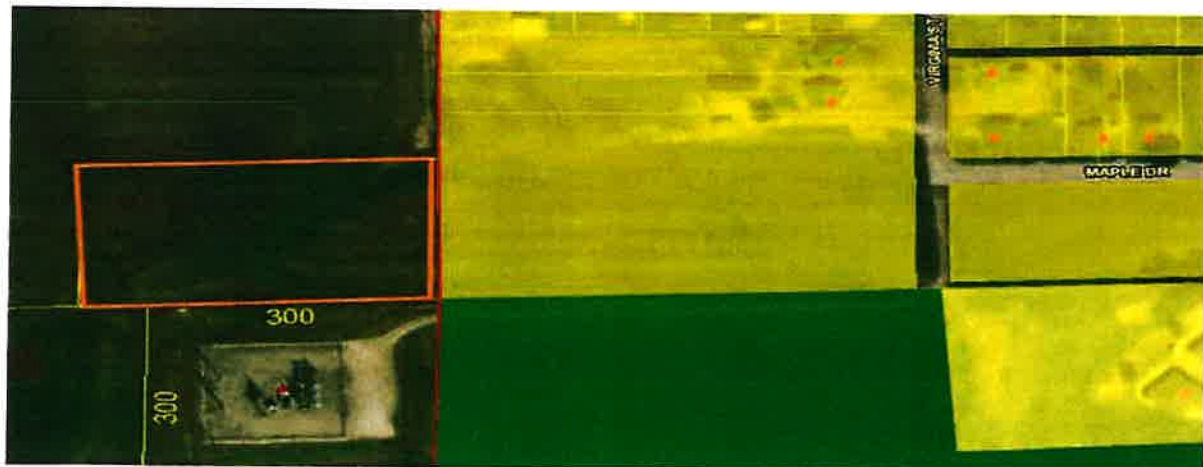
Part of Fractional Section 20 in Township 38 North, Range 9 East of the Fifth Principal Meridian in Ste. Genevieve County, Missouri. Also being part of a tract of land as recorded in Document Number: 2022-0482. More particularly described as follows.

Commencing at a Drill Rod marking the Southwest Corner of a tract of land as recorded in Book 254 at Page 195; thence South 03 degrees, 09 minutes, 23 seconds East, 188.54 feet to a set Iron Pin; thence South 86 degrees, 50 minutes, 37 seconds West, 496.31 feet to a set Iron Pin; thence North 03 degrees, 09 minutes, 23 seconds West also being the City of Ste. Genevieve Corporate Limit, 137.42 feet to a Drill Rod marking the Southeast Corner of a tract of land as recorded in Book 300 at Page 83; thence North 03 degrees, 09 minutes, 23 seconds West with the East Line of said tract also being the City of Ste. Genevieve Corporate Limit, 300.22 feet to a set Iron Pin in the North Line of U.S. Survey 267, marking the point of beginning; thence leaving the said Corporate Limit, South 86 degrees, 51 minutes, 57 seconds West with the North line of said U.S. Survey 267, 300.00 feet to an Iron Pin; thence South 86 degrees, 48 minutes, 31 seconds West with the North Line of said U.S. Survey 267, 75.19 feet to an Iron Pin; thence North 00 degrees, 30 minutes, 15 seconds West with the West Line of Said tract of land as recorded in Document Number: 2022-0482, 212.05 feet to an Iron Pin; thence North 86 degrees, 59 minutes, 45 seconds East with a North Line of said tract, 371.00 feet to a Stone in the said Corporate Limit Line; thence South 01 degrees, 37 minutes, 47 seconds East with said Corporate Limit Line, 210.98 feet to the point of beginning.

Containing 1.81 acres

Subject to any easements, reservations or restrictions of or not of record.

Common Identification	Owner	Address	Parcel Id
Not currently addressed. 201 Virginia Street	Ste. Genevieve R-II School District	201 Virginia Street, Ste. Genevieve, MO 63670	07-4.0-020-04- 002-0011.00





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According to City Ordinance 405.030(C), all territory annexed to the City of Ste. Genevieve shall be classified in the "R-1" Single-Family District.

According to Missouri Revised Statute 71.012, upon receiving a notarized petition for annexation, cities may annex unincorporated areas which are contiguous and compact to the existing corporate limits of the city. This property is contiguous and compact with the existing City limits.

**Staff Recommendation: Approval**

Respectfully submitted,  
David Bova, Community Development Administrator

VERIFIED PETITION FOR ANNEXATION

THIS VERIFIED PETITION FOR ANNEXATION (this "Petition") is made as of this 17 day of April, 2023 by SG R-II [fee owner(s) of record] (the "Petitioner(s)"), to the CITY OF STE. GENEVIEVE, a Missouri municipal corporation and city of the fourth class (the "City") in accordance with provisions of Section 71.012 of the Revised Statues of Missouri, as amended. The Petitioner(s) hereby state(s) and allege(s) as follows:

1. The Petitioner(s) is/are the owner(s) of all fee interests of record in all tracts of real property located within the area described on Exhibit A, attached to the incorporated by reference in this Petition (the "Property").
2. The Property lies entirely within an unincorporated area of Ste. Genevieve County, Missouri.
3. The Property constitutes an area which is contiguous and compact to the existing corporate limits of the City
4. The Petitioner(s) and the City acknowledge that the parties are in the process of negotiating a certain Annexation Agreement mutually acceptable to both parties (the "Agreement") concerning the Property, which Agreement shall provide, subject to the satisfaction of such conditions precedent as may be contained therein, that the Property be annexed to and incorporated within the corporate limits of the City.
5. Subject to the parties entering into the Agreement, the Petitioner(s) hereby request(s) that the City's Board of Aldermen schedule and hold a duly noticed public hearing concerning this Petition (the "Public Hearing"), and, upon conclusion of the Public Hearing, make the determinations required by law and adopt an ordinance extending the City's corporate limits to include the Property.

PETITIONER(S)

  
Name

SG R-II  
Name

OR

VERIFICATION

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

Paul Taylor being first duly sworn, states that he/she is the above named Petitioner, and that he/she has read this Petition and that the facts stated in this Petition are true and correct to the best of his/her knowledge, information, and belief.

Paul Taylor

SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of April, 2022.

Christina Gettinger

Notary Public

My Commission Expires: 1/13/2025

CHRISTINA GETTINGER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Ste. Genevieve County  
My Commission Expires: January 13, 2025  
ID. #21176734

EXHIBIT A

Legal Description of Property

Part of Fractional Section 20 in Township 38 North, Range 9 East of the Fifth Principal Meridian in Ste. Genevieve County, Missouri. Also being part of a tract of land as recorded in Document Number: 2022-0482. More particularly described as follows.

Commencing at a Drill Rod marking the Southwest Corner of a tract of land as recorded in Book 254 at Page 195; thence South 03 degrees, 09 minutes, 23 seconds East, 188.54 feet to a set Iron Pin; thence South 86 degrees, 50 minutes, 37 seconds West, 496.31 feet to a set Iron Pin; thence North 03 degrees, 09 minutes, 23 seconds West also being the City of Ste. Genevieve Corporate Limit, 137.42 feet to a Drill Rod marking the Southeast Corner of a tract of land as recorded in Book 300 at Page 83; thence North 03 degrees, 09 minutes, 23 seconds West with the East Line of said tract also being the City of Ste. Genevieve Corporate Limit, 300.22 feet to a set Iron Pin in the North Line of U.S. Survey 267, marking the point of beginning; thence leaving the said Corporate Limit, South 86 degrees, 51 minutes, 57 seconds West with the North line of said U.S. Survey 267, 300.00 feet to an Iron Pin; thence South 86 degrees, 48 minutes, 31 seconds West with the North Line of said U.S. Survey 267, 75.19 feet to an Iron Pin; thence North 00 degrees, 30 minutes, 15 seconds West with the West Line of Said tract of land as recorded in Document Number: 2022-0482, 212.05 feet to an Iron Pin; thence North 86 degrees, 59 minutes, 45 seconds East with a North Line of said tract, 371.00 feet to a Stone in the said Corporate Limit Line; thence South 01 degrees, 37 minutes, 47 seconds East with said Corporate Limit Line, 210.98 feet to the point of beginning. Containing 1.81 acres

Subject to any easements, reservations or restrictions of or not of record.

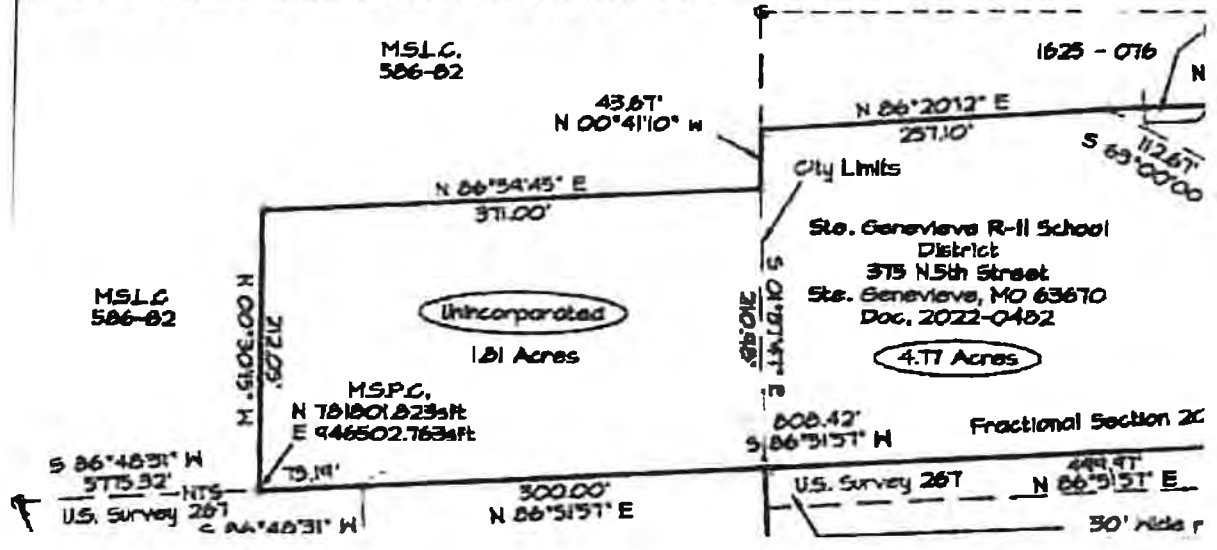


**Part of U.S.  
of the Fifth P<sub>1</sub>**

**Unincorporated Property Description**

Part of Fractional Section 20 in Township 36 North, Range 9 East of the Fifth Principal Meridian in Ste. Genevieve County, Missouri. Also being part of a tract of land as recorded in Document Number 2022-0482. More particularly described as follows.

Commencing at a Drill Rod marking the Southwest Corner of a tract of land as recorded in Book 254 at Page 173, thence South 03 degrees, 04 minutes, 23 seconds East, 188.34 feet to a set Iron Pin; thence South 86 degrees, 50 minutes, 37 seconds West, 448.31 feet to a set Iron Pin; thence North 03 degrees, 04 minutes, 25 seconds West, also being the City of Ste. Genevieve Corporate Limit, 131.42 feet to a Drill Rod marking the Southeast Corner of a tract of land as recorded in Book 300 at Page 83; thence North 03 degrees, 04 minutes, 29 seconds West with the East Line of said tract also being the City of Ste. Genevieve Corporate Limit, 300.22 feet to a set Iron Pin in the North Line of U.S. Survey 267, marking the point of beginning, thence leaving the said Corporate Limit, South 86 degrees, 31 minutes, 37 seconds West with the North line of said U.S. Survey 267, 300.00 feet to an Iron Pin, thence South 86 degrees, 46 minutes, 31 seconds West with the North Line of said U.S. Survey 267, 75.14 feet to an Iron Pin, thence North 00 degrees, 30 minutes, 13 seconds West with the West Line of said tract of land as recorded in Document Number 2022-0482, 212.09 feet to an Iron Pin, thence North 86 degrees, 31 minutes, 48 seconds East with a North Line of said tract, 371.00 feet to a Stone in the said Corporate Limit Line, thence South 01 degrees, 37 minutes, 47 seconds East with said Corporate Limit Line, 210.46 feet to the point of beginning. Containing 1.21 acres. Subject to any easements, reservations or restrictions of or not of record.



Closeup of the unincorporated portion of the land survey – the portion which is being proposed to be annexed.

State of Missouri  
County of Ste. Genevieve

I hereby certify that the within instrument  
was filed on: 2/18/2022 9:49 AM  
Number of Pages: 4  
Fees: \$33.00 Doc # 2022-0482  
Peggy Yarnitz, Recorder



Annette Roth  
Deputy Recorder

## GENERAL WARRANTY DEED

THIS DEED, made and entered into this 15<sup>th</sup> day of February, 2022  
By and between Grantor,

**ROBERT L. MCCANN and MARY SUSAN MCCANN, husband and wife and  
PATRICK M. MCCANN and DONNA MCCANN, husband and wife**

Of the County of Jackson, in the State of Illinois party or parties of the first part and Grantee,

**STE. GENEVIEVE R-II SCHOOL DISTRICT  
375 N. 5<sup>th</sup> Street  
Ste. Genevieve, MO 63670**

Of the County of Ste. Genevieve, in the State of Missouri, party or parties of the second part.

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

All that part of Fractional Section 20, in Township 38 North, Range 9 East, more fully described as follows, to wit: Begin at an iron rod set in the North line of United States Survey No. 267; which said rod is South 87° West 805 feet and 9 inches from where the East line of said Fractional Section 20 intersects the North line of said Survey No. 267; thence North 2° 30' West 254 feet, to an iron rod set for a corner; thence South 87.5° West 243 feet and 6 inches, to an iron rod set for a corner; from which said rod the Northwest corner of the brick house bears South 63° East 112 feet and 8 inches; thence South 86° West 259 feet and 4 inches, to the East line of August Lurk's tract of land; thence South, with East line of August Lurk's land, 43 feet and 8 inches, to a stone, the corner of August Lurk's and William H. Blackledge's land; thence South 87.5° West 371 feet, to the extreme Northwest corner of the William H. Blackledge (once owned by A.D. Crowder) tract, a stone for a corner; thence South 212 feet, to a stone in the North line of

Survey No. 267; thence North 87° East, with the said Survey line, 884 feet, to the place of beginning, containing 5 acres, more or less.

Together with the use in common with the Grantors and their Grantees of the right-of-way and common use of the Wagon Road or Driveway once in use, as an entrance and outlet for foot and vehicle traffic, over, along, and across the lands once owned by William H. Blackledge. Said Driveway or Wagon Road extends from the Eastern boundary line of Fractional Section 20, Westwardly to the East boundary line of land, in Section 20, once owned by August Lurk.

Subject to all easements across the hereinabove described real estate heretofore conveyed by William H. Blackledge.

Also, all of Lots Number One, Two, Three, Four, Five and Six in Block No. 2 of Blackledge's Addition to the City of Ste. Genevieve, County of Ste. Genevieve, and State of Missouri, said Addition being part of the South Fractional half of the Southeast quarter of Section 20, Township 38 North, Range 9 East, as per Plat recorded in "Plat Book" on page 17 in the land records of Ste. Genevieve County, Missouri. Together with the common use of such purposes, the Driveway on said Plat set out, that lie South of the North line of "Maple Drive".

Being the same parcel of land conveyed from Maurice F. DuPont to Marie V. DelCommune, Louise C. DelCommune and Louise H. DelCommune by Warranty Deed dated March 23, 1946 and filed March 27, 1946 at page 125 in Book 361 of the land records of Ste. Genevieve County, Missouri.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and their heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.



Robert L. McCann  
Robert L. McCann

Mary Susan McCann  
Mary Susan McCann

STATE OF Illinois )  
 ) ss.  
COUNTY OF Jackson )

On this 15th day of February, 2022, before me personally appeared Robert L. McCann and Mary Susan McCann, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Amy M Holland  
Notary

*Patrick M. McCann*

Patrick M. McCann

*Donna McCann*

Donna McCann

STATE OF Illinois )  
 ) ss.  
COUNTY OF Jackson )

On this 15<sup>th</sup> day of February, 2022, before me personally appeared Patrick M. McCann and Donna McCann, husband and wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



*Amy M Holland*  
Notary



Proposed property being considered for annexation highlighted in orange.



April 22, 2023

Ste. Genevieve R-II School District  
Attn: Paul Taylor  
375 N 5th Street  
Ste. Genevieve, MO 63670

RE: Petition for Annexation into City of Ste. Genevieve

Dear Property Owner,

The attached Notice of Public Hearing will be posted in the Ste. Gen. Herald, 5/3 edition. The public hearing to consider your petition for annexation will be held on Thursday, May 11, 2023 at 6:00 pm at City Hall, 165 South Fourth Street. Your presence at that public hearing is requested.

At the public hearing, the Board of Aldermen will consider all evidence presented to them regarding the petition. If the Board determines that the annexation is reasonable and necessary, it may annex the property by adopting an ordinance as such. The annexation ordinance requires two readings and two affirmative votes by a majority of the Board before passing. If the Board approves the ordinance and no written objection is received within fourteen (14) days of the public hearing, per RSMo 71.012 (2)(3), the City shall extend its limits to include your property by ordinance. Upon duly enacting such ordinance, the City shall cause certified copies of the same to be filed with the county recorder, county assessor and the clerk of the county, whereupon the annexation shall be complete and final.

If you have any questions, please feel free to contact me at (573) 883-5400.

Respectfully,

David Bova,  
Assistant City Administrator  
City of Ste. Genevieve

**Staff Report**

May 25, 2023



To: Board of Aldermen  
From: Happy Welch  
Re: Individual Sidewalk Replacement Bid

**Issue:**

The City is looking to replace sidewalks where property owners have declined to fix the issues and we went out to bid with a notice published in The Herald and requests sent out to 4 contractors.

We opened bids on May 16<sup>th</sup> and had two bids were submitted:

Jokerst, Inc. - \$340.00/linear foot

Bales Concrete - \$62.83/linear foot

Since we will be determining which sidewalks to do one at a time, we needed to know the bid cost on the individual sidewalks we will measure and not a square footage amount.

The City sidewalk bid included public works removing existing concrete and replacing the base rock, this bid includes all of the work.

**Recommendation:**

Approve the low bid from Bales Concrete.