

### **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 11<sup>th</sup> day of April, 2023.

Ste. Genevieve Joint Levy Commission

Vernon J. Bauman

By: Vernon J. Bauman Grantor

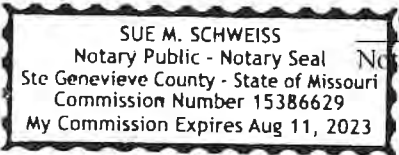
STATE OF MISSOURI )  
 ) SS.  
COUNTY OF STE. GENEVIEVE )

On this 11<sup>th</sup> 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.

Sue M. Schweiss

Notary Public



My commission expires:

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.

\_\_\_\_\_  
Notary Public

My commission expires:

## 2023 LIQUOR LICENSE RENEWALS

**El San Felipe Mexican Grill**  
21454 Hwy 32

**Old Brick Restaurant**  
90 S. Third Street

**The Orris/Sirros**  
265 Merchant Street

**The Point**  
797 Ste. Gen. Drive

**Brix Urban Winery & Market, LLC.**  
245 Merchant Street

**Country Mart**  
180 & 130 Plaza Drive

**Oberle Meats**  
21529 State Hwy 32

**Rhodes 101 Stops**  
598 Ste. Gen. Drive

**Week's Diner**  
675 Ste. Gen. Drive

**Ste. Genevieve Parish**  
20 Fourth Street

**Dollar General**  
21840 State Hwy 32

**Pat's Pastries**  
123 Merchant Street Suite A

**The Anvil Saloon**  
46 S. Third Street

**Café Genevieve**  
950 Ste. Gen. Drive

**Show Me Shop**  
10 S. Main Street

**El Potosino**  
634 Ste. Gen. Drive

**Downtown Sandbar**  
299 Merchant Street

**Oliver's**  
109 N. Main Street

**Casey's General Store**  
21998 State Hwy 32

**C-Barn**  
599 Ste. Gen. Drive

**Save-A-Lot**  
11306 Save-A-Lot Drive

**Audubon's Grill & Bar**  
9 N. Main Street

**Harold's Famous Bee Company**  
234 Market Street

**American Custard Company**  
1055 Progress Parkway

**Staff Report**

May 11, 2023



To: Board of Aldermen  
From: Happy Welch  
Re: City Sidewalk Replacement

**Issue:**

The board requested the City work on repairing or replacing sidewalks along City owned property. Staff put together a bid packet, advertised in The Herald, conducted a mandatory pre-bid meeting, and had a bid opening on May 2, 2023. The following bids were submitted:

Bales Concrete - \$37,794.00

CE Contracting - \$52,360.00

Alliance will be removing existing sidewalks and prepping the areas for sidewalk replacements. The contractor is responsible for leveling the base and concrete.

**Recommendation:**

The bid amount exceeds budgeted funds for concrete and sidewalk line items but the City must set the example and repair these sidewalks in 2023. We recommend approval of the low bid and contract from Bales Concrete for \$37,794.00 with funds from the Infrastructure Improvement line item. The additional amount will be included in a budget amendment at the end of September.

**City Sidewalk Concrete Replacement BID OPENING**

5/2/2023

Name	Address	Bid Amount
Bales Concrete, LLC	440 Oak Dr. Ste. Gen. MD	\$37,794. <sup>00</sup>
CE Contracting	10411 Kimmel Lake Rd Ste. Gen. MD	\$52,360. <sup>00</sup>

Those present for the bid:

Pam Meyer City Clerk

DAVID BOVA

John Bales Bales Concrete

STEVE WILSON

Corey Littest

~~Signature~~

**BILL NO. 4558**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BALES CONCRETE OF STE. GENEVIEVE, MISSOURI FOR THE CITY CONCRETE SIDEWALK REPLACEMENT PROJECT IN AN OF \$37,794.00.**

**WHEREAS**, the City of Ste. Genevieve (“City”) is looking to improve the sidewalk system for pedestrian transportation; and

**WHEREAS**, the City has a need to repair and replace sidewalks along its buildings and streets; and

**WHEREAS**, the Board of Aldermen of the City of Ste. Genevieve believes it to be in the best interests of the City to enter into the “Owner-Contractor Agreement” (Exhibit “A”) incorporated by reference in this Ordinance to complete the “CITY CONCRETE SIDEWALK REPLACEMENT PROJECT.”

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

**SECTION 1.** The proposal submitted by Bales Concrete, LLC is hereby accepted and the contract in a total amount of **thirty-seven thousand seven hundred ninety-four dollars (\$37,794.00)** is hereby approved in substantially the form of Exhibit “A” hereto. The Mayor is hereby authorized and directed to execute and deliver the contract/agreement on behalf of the City.

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

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

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

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

VOTE

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

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

APPROVED TO FORM:

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

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

ATTEST:

REVIEWED BY:

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

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

**OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **City of Ste. Genevieve**, a municipal corporation (hereinafter called the "Owner") and **Bales Concrete LLC**, 440 Oak Dr., Ste. Genevieve, Missouri, (hereinafter called the "Contractor").

The project is identified as the City Concrete Sidewalk Replacement Project, located at various sites in the City of Ste. Genevieve, (hereinafter called "Project").

**WITNESSETH:**

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

**ARTICLE I**

**The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement), the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

**ARTICLE II**

**Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by the Contract Documents or reasonably inferable there from, for the complete construction of the project. The Contractor represents and warrants that they have special skills which qualify them to perform the Work in accordance with the Contract and that they are free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.



### **ARTICLE III**

#### **Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor and shall be substantially completed within **Sixty (60)** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$500** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

### **ARTICLE IV**

#### **The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **\$37,794.00**, subject to additions and deductions as provided in the Contract Documents. The bid documents as accepted by the City are attached for reference. Based upon proper application, final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed. The price is subject to the MoDOT Price Index as published for the period of construction.

### **ARTICLE V**

#### **Performance of the Work**

(a) Within 5 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

## **ARTICLE VI**

### **Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time.

(d) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

## **ARTICLE VIII**

### **Termination by Owner**

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses

of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders which the Contractor is a party and which relate to the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

## **ARTICLE IX**

### **Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence

Umbrella Liability \$3,000,000 each occurrence  
\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person  
\$1,000,000 each occurrence

Property Damage: \$1,000,000 each accident  
(d) Personal and ADV Injury  
Including Death: \$1,000,000 each occurrence  
\$2,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"The City of Ste. Genevieve and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."**

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

By \_\_\_\_\_  
City of Ste. Genevieve

Title \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Brian Keim  
(Print Name)

\_\_\_\_\_  
Title

By \_\_\_\_\_  
"Contractor"

**ARTICLE X**

**Enumeration of The Contract Documents**

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement

- (b) General Conditions of the Owner-Contractor Agreement
- (c) Construction Schedule
- (d) Bid Form Proposal

**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:** \_\_\_\_\_

**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

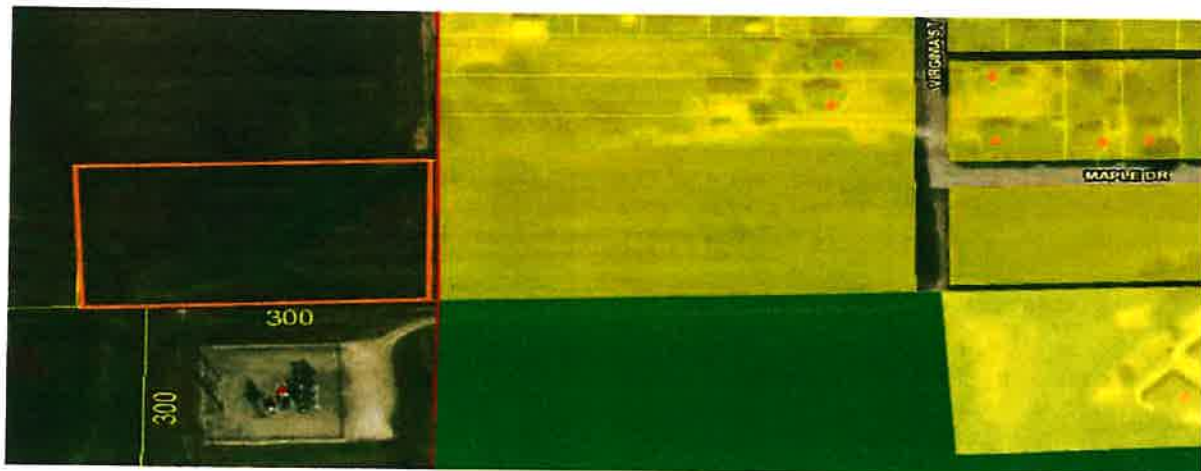
Ste. Genevieve R-II School District is requesting annexation of the following property into the City of Ste. Genevieve.

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.

[Handwritten Signature]

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



## 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.

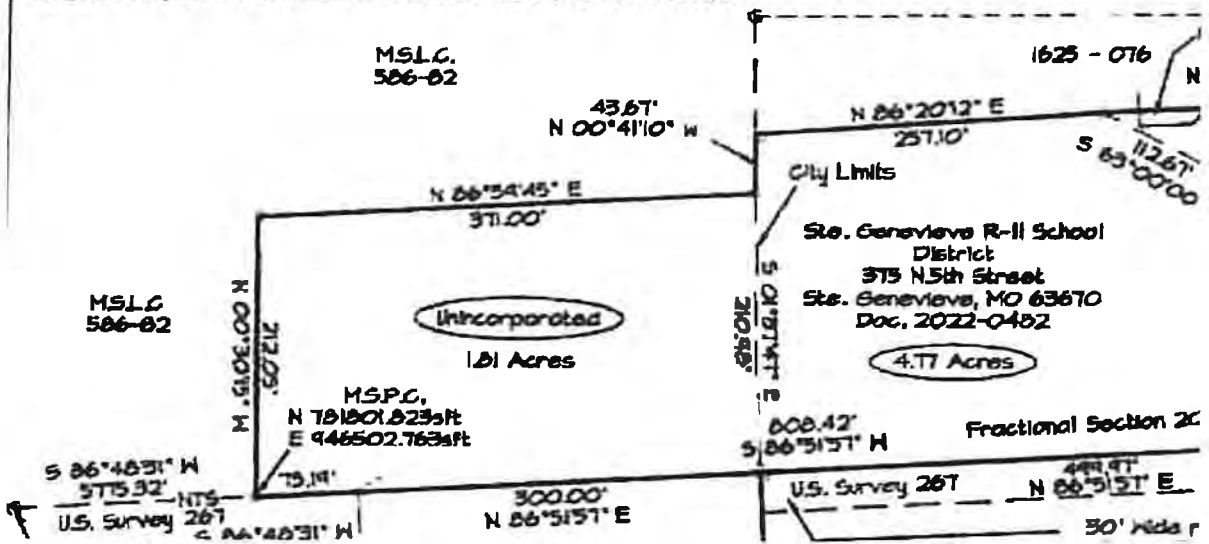


**Part of U.S.  
of the Fifth P**

**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 43, thence South 03 degrees, 04 minutes, 23 seconds East, 186.34 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, 23 seconds West also being the City of Ste. Genevieve Corporate Limit, 171.42 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, 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, 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, 50 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, 51 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 1.81 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 Yamnitz, 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

**BILL NO. 4560**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR JAYNE & DUSTIN MARTIN THAT WILL ALLOW GUEST LODGING AT 495 JEFFERSON STREET.**

**WHEREAS**, Jayne & Dustin Martin are requesting a Special Use Permit that will allow Guest Lodging at 495 Jefferson Street, which is currently located in an R-1 Single Family Residential District; and

**WHEREAS**, the Planning & Zoning Commission recommended approval (5-Yes 0-No 3-Absent) at the May 4, 2023 meeting with the terms and conditions stated in Exhibit “A”, attached to 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 ONE.** The Board of Aldermen hereby approves the Special Use Permit request by Jayne & Dustin Martin that will allow guest lodging at 495 Jefferson Street with the terms and conditions stated in “Exhibit A”.

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

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

**SECTION FOUR.** 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 give effect with such invalid part or parts.

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

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

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

**VOTE**

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

\_\_\_\_\_ **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **Absent**

Approved as to form:

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

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

SEAL

Reviewed by:

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

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



City of Ste. Genevieve  
REVIEW AND RECOMMENDATION  
From the  
PLANNING & ZONING COMMISSION

APPLICANTS NAME: Jayne & Dustin Martin

ADDRESS: 495 Jefferson, Ste. Genevieve, MO 63670

BRIEF DESCRIPTION OF SPECIAL USE REQUEST: To operate a guest lodging establishment

DATE OF REQUEST: April 20, 2023

**RECOMMENDATION**

THE STE GENEVIEVE PLANNING & ZONING COMMISSION RECOMMENDS THAT THIS APPLICATION BE:

APPROVED                      ( ) DENIED                      ( ) TABLED

PLEASE INDICATE ANY TERMS OR CONDITIONS AFFECTING THE APPROVAL OF THIS APPLICATION

Terms & Conditions

1. Prior to Occupancy, the dwelling may not be occupied until any applicable building permits and occupancy permit are issued. The Occupancy Permit shall be renewed annually and shall include a property inspection under the City-adopted International Property Maintenance Code. Occupancy inspections prior to each guest arrival are not required.
2. Owners shall maintain a business license with the City of Ste. Genevieve under Municipal Code Chapter 605 Business Licensing. Owners shall be current on all City lodging tax payments.
3. Owners shall provide in a conspicuous location within the lodging unit at all times an operable ABC 5 lb. fire extinguisher.
4. Owners shall insure prior to each guest arrival, that exterior lighting at the front & rear entry door is operable.
5. No amplified music shall be played outside after 10 pm.
6. Owners shall post in a conspicuous location within the dwelling rules and conditions posted herein for guests to observe. It shall contain emergency telephone numbers of the Owners, the Police Department and Fire Department. It shall include a copy of the current Occupancy Permit. Owners shall provide phone number and address of the City of Ste. Genevieve's

Building Department for any complaints about the condition of the property or services provided incident to the guests' stay.

7. Owner shall provide empty and clean trash receptacles at the property on the first day of each booked guest period for guest use. Owner shall legally dispose of guest trash and recyclables within 24 hours of any guest departure. Legal disposal includes storage of accumulated trash in approved receptacles or containers in such manner as not to create a nuisance. Trash receptacles shall not be placed at the street curb except on designated days by the Solid Waste hauler.

8. The applicant is to provide not less than two (2) off-street parking spaces for use by guests.

9. The exterior yard shall be maintained at all times.

IF PERMIT IS TO BE DENIED, WHAT ARE THE REASONS FOR DENIAL:

VOTE OF THE COMMISSION MEMBERS RECORDED AS FOLLOWS:

COMMISSIONERS	YES	NO	ABSENT	ABSTAIN
Gary Roth, Chairman	<u>X</u>	---	---	---
Carl Kinsky	<u>X</u>	---	---	---
Gary Smith, Alderman	<u>X</u>	---	---	---
Anthony Grass	---	---	<u>X</u>	---
June Ewing	<u>X</u>	---	---	---
Justin Donovan	---	---	<u>X</u>	---
Kathleen Waltz	<u>X</u>	---	---	---
Open Position	---	---	<u>X</u>	---

  
 \_\_\_\_\_  
 Gary Roth, Chairman

5-4-2023  
 \_\_\_\_\_  
 Date



## STAFF REPORT

May 4, 2023

Submitted by David Bova, Community Development Administrator  
Ste. Genevieve Planning & Zoning Commission

**SPECIAL USE PERMIT**  
495 Jefferson

**SPECIAL USE PERMIT:** To operate a guest lodging establishment at 495 Jefferson Street, a single family residential structure.

R-1 Single Family Residential District

Owner: Jayne & Dustin Martin  
71 Oakwood Drive  
Ste. Genevieve, MO 63670

Applicant: Jayne & Dustin Martin

**Legal Description:** See attached.

**Size of Lot:** 0.13 acre, 5,855 Sq. Ft. (+/-) / South & North line 75' (+/-), East & West line 76'.

**REQUEST:**

To receive a Special Use Permit to operate a guest lodging establishment.



### BACKGROUND

- The property is located in an R-1 Single Family Residential Zone District.
- The property is bordered on the north and east side by residential structures within the R-1 Single Family Residential Zone. The property is bordered on the south side by Jefferson Street and other residential structures on the opposite side of Jefferson that are in the R-2 General Residential Zone. The property is bordered on the east side by North Fifth Street and other residential structures within the R-1 Single Family Residential District.
- The property sits within the Ste. Genevieve National Register Boundary and is a Contributing structure to the historic district. It was built c. 1940.
- The structure's previous use was as a single family residence.
- The parking area is accessed off of North Fifth Street and is approximately 18' wide and 32' deep and offers parking for at least four (4) vehicles.
- **Municipal Code Section 405.050 (A) (1) (I) R-1 – Single Family Residential District Regulations provides:** (1) Use Regulations. A building or premises shall be used only for the following purposes: (I) Guest lodging, with special use permit, provided no external evidence of such use. No signing advertising such use permitted.

- **Municipal Code Section 405.020** DEFINITIONS defines Guest Lodging as: A lodging establishment renting guest rooms or units only to transient guests and having fewer than ten (10) guest rooms; and defines Transient Guest as: Any person who rents and occupies a guest room in a guest lodging establishment for period of less than thirty-one (31) days during any twelve (12) month period.
- **Municipal Code Section 405.170 (A) (14)** Off Street Parking Regulations states (A) No building shall be erected, enlarged to the extent of increasing the floor area by as much as fifty percent (50%), or changed in use unless there is provided on the lot space for the parking of automobiles or trucks in accordance with the following minimum requirements. (14) Rooming or Lodging Home or Guest Lodging. One (1) parking space for each two (2) sleeping rooms. This structure has three (3) bedrooms and would require a minimum of two parking spaces.
- **Municipal Code Section 405.200 (A)** Special Use Regulations provides: (A) Subject to the provisions of this Section, the Board of Alderman of the City of Ste. Genevieve may, after public hearing before the Board of Aldermen and after study and report by the City Planning and Zoning Commission, authorize special uses in any district as herein qualified from which the uses are otherwise prohibited based on whether such building or use will:
  1. Substantially increase traffic hazards or congestion.
  2. Adversely affect the character of the neighborhood.
  3. Substantially increase fire hazards.
  4. Adversely affect the general welfare of the community.
  5. Overtax public utilities.
  6. Be in conflict with the Comprehensive City Plan
- **Municipal Code Section 405.200 (D) (23)** Special Use Regulations provides: (D) The following special uses are authorized providing they comply with all the regulations set forth in this Chapter for the district in which such use is located.... (23) All uses by which special use permits are required by other Sections of this Chapter.

## PROJECT DESCRIPTION

The owners, Jayne & Dustin Martin, wish to operate a guest lodging establishment, commonly known as a "VRBO" or "AirBNB", within the single family residential structure at 495 Jefferson Street.

### Specific Findings of Fact:

It is hereby found that the requested use, with the below-stated terms and conditions:

1. Will not substantially increase traffic hazards or congestion.
2. Will not adversely affect the character of the neighborhood.
3. Will not substantially increase fire hazards.
4. Will not adversely affect the general welfare of the community.
5. Will not overtax public utilities.
6. Does not conflict with the Comprehensive City Plan
7. Offers adequate off street parking.

It is further found that the uses proposed are consistent with the letter and intent of the Municipal Ordinance.

**RECOMMENDATION:**

Staff recommends the following Standard Motion: "Motion to **APPROVE** Special Use Permit 005-23 with the conditions listed in the staff report":

Conditions:

1. Prior to Occupancy, the dwelling may not be occupied until any applicable building permits and occupancy permit are issued. The Occupancy Permit shall be renewed annually and shall include a property inspection under the City-adopted International Property Maintenance Code. Occupancy inspections prior to each guest arrival are not required.
2. Owners shall maintain a business license with the City of Ste. Genevieve under Municipal Code Chapter 605 Business Licensing. Owners shall be current on all City lodging tax payments.
3. Owners shall provide in a conspicuous location within the lodging unit at all times an operable ABC 5 lb. fire extinguisher.
4. Owners shall insure prior to each guest arrival, that exterior lighting at the front & rear entry door is operable.
5. No amplified music shall be played outside after 10 pm.
6. Owners shall post in a conspicuous location within the dwelling rules and conditions posted herein for guests to observe. It shall contain emergency telephone numbers of the Owners, the Police Department and Fire Department. It shall include a copy of the current Occupancy Permit. Owners shall provide phone number and address of the City of Ste. Genevieve's Building Department for any complaints about the condition of the property or services provided incident to the guests' stay.
7. Owner shall provide empty and clean trash receptacles at the property on the first day of each booked guest period for guest use. Owner shall legally dispose of guest trash and recyclables within 24 hours of any guest departure. Legal disposal includes storage of accumulated trash in approved receptacles or containers in such manner as not to create a nuisance. Trash receptacles shall not be placed at the street curb except on designated days by the Solid Waste hauler.
8. The applicant is to provide not less than two (2) off-street parking spaces for use by guests.
9. The exterior yard shall be maintained at all times.

*Note: Staff recommendation does not constitute Commission action.*





CITY OF STE. GENEVIEVE, MISSOURI  
165 S. Fourth Street  
Ste. Genevieve, MO 63670  
Phone (573) 883-5100 Fax (573) 883-8105  
Special Use Permit Application

SUP005-23

FEE: \$50.00  
PAID:

DATE RECEIVED:  
APR 20 2023  
By: [Signature]

PLEASE PRINT OR TYPE (BLACK INK ONLY)

**SECTION A.**

1. Street Address of Tract or Tracts:  
495 Jefferson St. Single Family Home  
Ste. Gen. Mo 63670
2. Names and Addresses of All legal owners of tract(s).  
Jayne & Dustin Martin  
71 Oakwood Dr Ste Gen Mo 63670

3. Current Zoning Classification:

- A (Agricultural)  I-1 (Light Industrial)   
MH (Mobil Home Park)  I-2 (Heavy Industrial)   
R-1 (Single Family Residential)  C-1 (General Commercial)   
R-2 (General Residential)  C-2 (Central Business)   
C-4 (Neighborhood Commercial)

4. Is this property located in a historic district?  Yes  No

5. Signatures of All persons listed in Item #2.

Jayne Martin PRINTED OR TYPED NAME Jayne Martin SIGNATURE  
Dustin Martin PRINTED OR TYPED NAME Dustin Martin SIGNATURE

6. Contact for Application:

Name: Dustin Martin / Jayne Martin  
Address: 71 Oakwood Drive Ste. Genevieve  
Phone: 573/513-2285

I state upon my oath that all the information contained in this application is true and correct:



CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 883-5100 Fax (573) 883-8105

Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

Jayne & Dustin Martin

Applicant's Signature

**SECTION B.**

1. Legal description of tract(s)

495 Jefferson St. Exact legal description in title.

2. Attach to this application a **scaled plat** of the tract(s), with **all** of the following information included:

- a: All boundary dimensions
- b: All adjoining streets and alleys.
- c: All present improvements.
- d: All intended improvements.
- e: All adjoining and cornering property lines and references to all owners listed in

Section C.

**SECTION C:**

1. Names and addresses of all adjoining property owners. (Include land which corners on tract or which is across streets or alley-ways). (Use or attach additional pages if necessary)

**With this application, the applicant must provide to the Planning and Zoning Administrator a stamped, plain business (legal-size) envelope addressed to each adjoining property owner.**

Mary Fister, 503 Jefferson, SG, MO 63670

Kassandra Mills, 113 N 5th, SG, MO 63670

Morly Properties A LLC, 421 Jefferson, SG, MO 63670

Glenn Plugge, 11 St. Ann, SG, MO 63670

Steve Bach, 430 Jefferson, SG, MO 63670

City of Ste. Gen, 165 S 4th, SG, MO 63670

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 883-5400 Fax (573) 883-8105

Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

**SECTION D.**

1. State the use to which this tract will be put if the SUP is granted. Attach plans, pictures, and/or drawings.

STR (Property used as short term Rental on VRBO - Airbnb) platform.

2. Is a transfer of the ownership of the tract dependent upon the granting of the SUP?

YES  NO

3. Please indicate if the proposed use will involve any of the following:

- Gasoline Storage and/or use
- Storage and/or use of other flammable liquids
- Storage and/or use of explosives or chemicals
- Advertising signs or other display
- Fence
- Machinery or heavy equipment
- Trash/refuse/garbage generation

Please explain if any of the items above are indicated: NA

4. What other uses will exist on the premises? NA

5. Has there been a prior application for rezoning, special use permit or variance for this tract? If so, give the date and state the prior action taken.

No.

**CITY OF STE. GENEVIEVE, MISSOURI**

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 883-5400 Fax (573) 883-8105

**Special Use Permit Application**

PLEASE PRINT OR TYPE (BLACK INK ONLY)

---

**SECTION E.**

1. State the reason why you believe the requested Special Use Permit will be beneficial to you and/or the neighborhood. If you believe that a hardship will result if the SUP is denied, please elaborate.

To bring guests into Ste. Genevieve, experiencing a memorable visit. Increase tourism and benefit for all.

Bringing in revenue for our community.

Background checks are done on all guests to make sure quality and upright people are coming to town.

This will be our third short term rental.

and have been in the hospitality business since 2018.

Having over 250 guests.

Our guests come down to stay, explore the downtown area which brings in revenue for our community.

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 883-5100 Fax (573) 883-8105

Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

THIS SECTION TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

Application Address: 495 JERPERSON

Applicant Name: JAYNE & DUSTIN MARTIN

Date of Planning and Zoning Meeting: May 4, 2023

Planning and Zoning Commission:  Approved  Denied

Date of Board of Alderman Meeting: 5/11/23  Approved  Denied

Received By: DB Date & Time 4/20

CITY OF STE. GENEVIEVE, MISSOURI  
167 S. Fourth Street  
Ste. Genevieve, MO 63670  
Phone (573) 883-5100 Fax (573) 883-8105  
Special Use Permit Application

Sup005-23

PLEASE PRINT OR TYPE (BLACK INK ONLY)

**POLICE CHIEF'S REVIEW:**

1. In your opinion, will the proposed use substantially increase traffic or congestions?

( ) YES (Please Explain Below)

(X) NO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please indicate if there are other law enforcement concerns:

NO CONCERNS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Police Chief's Signature

4-24-23  
\_\_\_\_\_  
Date

**FIRE CHIEF'S REVIEW**

1. In your opinion, will the proposed use substantially increase fire hazards?

( ) YES (Please Explain Below)

( ) NO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Please indicate if there are other fire protection concerns:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Fire Chief's Signature

\_\_\_\_\_  
Date

CITY OF STE. GENEVIEVE, MISSOURI  
165 S. Fourth Street  
Ste. Genevieve, MO 63670  
Phone (573) 888-5100 Fax (573) 888-5105  
Special Use Permit Application

SUP005-23

PLEASE PRINT OR TYPE (BLACK INK ONLY)

**POLICE CHIEF'S REVIEW:**

1. In your opinion, will the proposed use substantially increase traffic or congestions?

( ) YES (Please Explain Below)

( ) NO

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2. Please indicate if there are other law enforcement concerns:

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\_\_\_\_\_  
Police Chief's Signature

\_\_\_\_\_  
Date

**FIRE CHIEF'S REVIEW**

1. In your opinion, will the proposed use substantially increase fire hazards?

( ) YES (Please Explain Below)

NO

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2. Please indicate if there are other fire protection concerns:

NONE

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Fire Chief's Signature

4/25/23

Date

COPY

## GENERAL WARRANTY DEED

THIS DEED, made and entered into this 20<sup>th</sup> day of April, 2023  
By and between Grantor,

**SCOTT R. MEYER and ANGELA A. MEYER, husband and wife**

Of the County of Jefferson, in the State of Missouri, party or parties of the first part and Grantee,

**DUSTIN C. MARTIN and JAYNE M. MARTIN, husband and wife**  
**71 Oakwood Drive**  
**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 of the following described lot or parcel of land in Block No. 23 in the City of Ste. Genevieve, Missouri, to-wit: Begin at the Southwest corner of said Block No. 23 and run thence Eastwardly along and with the North line of Jefferson Street a distance of One Hundred Five (105) feet for corner; thence Northwardly a distance of One Hundred Twenty-six (126) feet to the South line of lot now or formerly owned by Peter J. Kunkel; thence Westwardly along and with the South line of said Kunkel lot to the East line of Fifth Street; thence Southwardly along said Fifth Street line to the place of beginning.

Excepting that certain lot conveyed by Lawrence Bahr and Elizabeth Bahr, his wife, to Otto E. Koetting by deed dated February 10, 1926, recorded in Book 97 Page 108, one of the Land Records of Ste. Genevieve County, Missouri.

Said lot having a frontage of Thirty (30) feet on the North boundary line of Jefferson Street, with a depth of One Hundred Twenty-six (126) feet.

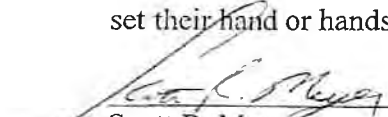
Further Excepting and reserving a lot fronting Fifty (50) feet on the East line of Fifth Street with a depth of Seventy-five (75) feet, bounded North by Kunkel lot; East by Otto E. Koetting; South by lot hereby conveyed and West by Fifth Street.

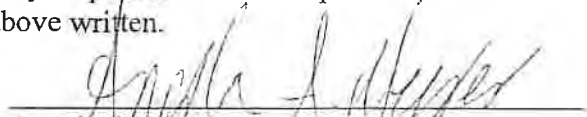
Subject for that certain easement for driveway purposes as described in deed from Elizabeth Bahr to Peter J. Kunkel and Sophia Kunkel, his wife, dated September 3, 1936, recorded in Book 110 Page 192, Ste. Genevieve County, Missouri, Land Records.

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.


  
\_\_\_\_\_  
Scott R. Meyer

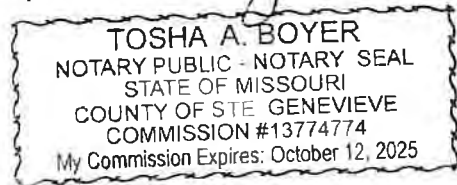
  
\_\_\_\_\_  
Angela A. Meyer

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

On this 20<sup>th</sup> day of April, 2023, before me personally appeared Scott R. Meyer and Angela A. Meyer, 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.

  
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Notary





## Adjoining Property Owners to 495 Jefferson

Mary Kathryn Fisher  
503 Jefferson St.  
Ste. Genevieve, MO 63670

Kassandra Mills  
113 N 5<sup>th</sup> St  
Ste. Genevieve, MO 63670

Ann Fallert Rev. Living Trust  
1045 Ridgeway  
Ste. Genevieve, MO 63670

Morly Propeties A, LLC  
835 Snowberry Ridge Dr  
O'Fallon, MO 63366

Glenn Fluegge  
11 St. Ann St.  
Ste. Genevieve, MO 63670

Steven Bach  
430 Jefferson St  
Ste. Genevieve, MO 63670

City of Ste. Genevieve  
165 S 4<sup>th</sup> St  
Ste. Genevieve, MO 63670

### Registered rental units adjoining property:

Dalton Story  
110 N 5<sup>th</sup> St  
Ste. Genevieve, MO 63670

Stacy Huck  
421 Jefferson St  
Ste. Genevieve, MO 63670

Lynda Porter  
422 Jefferson St  
Ste. Genevieve, MO 63670