

RESOLUTION 2023-62

A RESOLUTION APPROVING A PROPOSAL FROM SENTINEL EMERGENCY SOLUTIONS FOR TWENTY-EIGHT (28) MSA FIRE HELMETS IN AN AMOUNT NOT TO EXCEED EIGHT THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS. (\$8,675.00)

WHEREAS, the City of Ste. Genevieve Fire Department has a need to purchase twenty eight (28) MSA Fire Helmets; and

WHEREAS, the City of Ste. Genevieve Fire Department obtained four (4) bids (Exhibit "A") and the lowest bid was received from Sentinel Emergency Solutions attached (Exhibit "B"); and

WHEREAS, this purchase is part of the 2022 ARPA Grant and requires a fifty percent match making the portion required from the Ste. Genevieve Fire Department \$4,337.50; and

WHEREAS, this funding is available in Rural Fire Fund.

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

SECTION 1. The Board of Aldermen hereby approves the purchase of twenty-eight (28) MSA Fire Helmets from Sentinel Emergency Solutions, LLC of St. Louis, Missouri, in an amount not to exceed eight thousand six hundred seventy-five dollars (\$8,675.00).

SECTION 2. This resolution is 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 10TH DAY OF AUGUST.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

MSA FIRE HELMET BID SUMMARY

Vender	Total Cost
Sentinel Emergency Solutions	\$8,675.00
MacQueen Emergency Equipment	\$9,298.08
Banner Fire Equipment	\$8,866.76
Leo M. Ellebracht Company	\$10,332.00



SENTINEL EMERGENCY SOLUTIONS
2900 TELEGRAPH RD.
ST. LOUIS MO 63125

sales@sentineles.com
 800.851.1928
 314.939.1999

PROPOSAL

Date	Quote #
7/24/2023	10262

Bill To:
STE. GENEVIEVE FIRE DEPARTMENT 550 PINE DR. STE. GENEVIEVE MO 63670

Ship To
STE. GENEVIEVE FIRE DEPARTMENT 165 SOUTH FOURTH ST STE. GENEVIEVE MO 63670

Terms	Rep	Proposal Good Throu...	Freight	Submitted by
Net 20	DH	9/30/2023	Not Included	RM

Qty	Item	Vendor	Description	Cost	Total Sale Price
28	1044DSB	MSA	Traditional Fire Helmet Style: 1044 (MATTE) Eye protection: Defender (Clear) Silk Screened Eagle Standard Head liner system and earlaps Colors Black, Red, White & Yellow	300.00	8,400.00
28	SPECIAL ORDER	MSA	STANDARD 6" LEATHER FRONT, MSA/CAIRNS	0.00	0.00
1	SHIPPING		SHIPPING	275.00	275.00

THANK YOU for the opportunity to quote this.
 We appreciate your business.

Total	\$8,675.00
--------------	-------------------

BILL NO. 4575

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE COMMUNITY ACCESS TELEVISION BOARD (CHANNEL 990/991).

WHEREAS, the Ste. Genevieve Community Access Television Channel Board (“Television Board”) provides Public Educational and Government Television Programming which serves the Community and the citizens of the City of Ste. Genevieve with access to cable television through Channel 990/991 (“Channel 990/991”); and

WHEREAS, the Mayor and Board of Aldermen recognize the value of these efforts of the Television Board and has provided financial support for staff salaries over the past several years, which when combined with the funding provided by the Television Board from other sources, has provided for the successful operation of Channel 990/991; and

WHEREAS, due to the success of Channel 990/991 over the past several years the City and the Television Board hereby wish to continue the joint effort to fund the operation of the Channel 990/991 and provide a written statement of those covenants pursuant to the terms of this Agreement, and

WHEREAS, the proposed agreement was reviewed and negotiated by the City and members of the Television Board, and the City budget for FY 2024, line item 10-11-7108 (Public Access TV) contains appropriate resources to carry out the goals of the proposed Agreement; and

WHEREAS, the Board of Aldermen of the City wish to accept and enter into the Agreement, a copy of which is attached as Exhibit “A”.

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

SECTION 1: The agreement with Ste. Genevieve Community Access Television Channel 990/991 Board is hereby accepted and approved in substantially the form of Exhibit “A” attached hereto. The Mayor is hereby authorized and directed to execute and deliver the agreement on behalf of the City.

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

DATE OF FIRST READING: July 27, 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 OF THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

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

___ **AYES** ___ **NAYS** ___ **ABSENT**

Approved as to Form:

Mayor, Brian Keim

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

EXHIBIT A

AGREEMENT

THIS AGREEMENT, executed this **1st** day of **October, 2023** is made between the City of Ste. Genevieve, Missouri, hereinafter "City", and the Ste. Genevieve Community Access Cable Board, a Missouri non-profit corporation, hereinafter "Board".

WITNESSETH:

- A. The "Board" has operated the Ste. Genevieve Community Access Television Station for several years, providing public, educational and government television programming that serves the community, or the citizens of Ste. Genevieve, with access to cable television.
- B. The "City", recognizes the value of these efforts of the Ste. Genevieve Community Access Cable Board and has provided financial support which, when combined with the funding raised by the "Board" from other sources, has provided for the operation of the Ste. Genevieve Community Access Cable Board.
- C. The City and the Board wish to continue the joint effort to fund the operation of Ste. Genevieve Community Access Cable Board until such time as the Board raises sufficient funds from sources other than the City and to provide written statement of those covenants pursuant to the terms of this agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. RESPONSIBILITIES OF THE STE. GENEVIEVE COMMUNITY ACCESS CABLE BOARD.

- A. The Board shall continue to provide to the City and the City residents the programming operations of Ste. Genevieve Community Access Television as a Public, Educational and Government Television station as listed in the details of operational guidelines for Ste. Genevieve Community Access Television found in Section 3 of this agreement.
- B. The Board will take actions to generate sufficient funding to operate and expand the services of the Ste. Genevieve Community Access Television Station to the residents of Ste. Genevieve.
- C. The Board shall submit monthly reports to the City, including copies of minutes of the Ste. Genevieve Community Access Television Board meetings. Financial reports shall be submitted listing sources of funding for the operation of Ste. Genevieve Community Access Television, including some detail on categories of donations received, such as business, public, individual, etc., and the number of donations within each category. The Ste. Genevieve Community Access Television Board shall also submit an Annual Report to the City prepared by either

an accountant or the Board that will include a statement of annual achievements, funding summaries, and goals and objectives for the next annual period. The annual report shall be delivered to the City of Ste. Genevieve by September 1, 2024.

- D. The Board must conduct regular meeting with a quorum present and act in accordance with adopted bylaws, which unless amended, require monthly meetings. The Board shall comply with all federal, state, and local laws in the operation of the television programming.

2. CITY RESPONSIBILITIES.

- A. In exchange for the successful operation of the Ste. Genevieve Community Access Television System, the City will pay to the Board \$39,000.00 a year from funds the State of Missouri sends to the City that are collected from fees submitted to the State by the provider of cable services to the City. If the total received from the State falls below \$52,000.00, the City will pay the Board not less than 75% of the amount that the City receives. The City will make the payments on a quarterly basis.
- B. The City will grant the Ste. Genevieve Community Access Cable Board and Ste. Genevieve Community Access Television exclusive, free use of the 2,600 square feet on the east end of the lower level of City Hall including electric, water, gas and sanitary sewer.
- C. The City will provide reasonable cooperation with the Board and its employees to ensure the Board's use of the space outlined above and the coordination of operations between the City and the Board.
- D. The City will own and provide for the continuous operation of two cameras in the room where the Board of Aldermen and other entities meet, such that Board of Aldermen and other meetings may be televised.

3. CONDITIONS REGARDING STE. GENEVIEVE COMMUNITY ACCESS TELEVISION AND PUBLIC TELEVISION PROGRAMMING.

- A. Ste. Genevieve Community Access Television shall provide information of interest to the citizens of Ste. Genevieve on a 24-hour per day, 7-day per week basis, except in unforeseen circumstances involving technical difficulties, power outages, equipment failure, or other uncontrollable events.
- B. Ste. Genevieve Community Access Television shall provide information on any emergency or natural disaster in an immediate and timely manner to the citizens of Ste. Genevieve at the request of the Ste. Genevieve City Government or other relevant governmental entities or officials.
- C. Ste. Genevieve Community Access Television may cablecast the City of Ste. Genevieve meetings for the coverage of regularly scheduled and special public

meetings of the City, Mayor, and Board of Aldermen. Also, Ste. Genevieve Community Access Television may cablecast the following meetings:

- (1) Regular & Special Meetings of the Landmarks Commission,
- (2) Regular & Special Meetings of the City Planning & Zoning Commission,
- (3) Other City events reasonably requested by the City, including Municipal Band Concerts.

4. STATUS OF STE. GENEVIEVE COMMUNITY ACCESS CABLE BOARD AND STE. GENEVIEVE COMMUNITY ACCESS TELEVISION.

A. The Ste. Genevieve Community Access Cable Board and Ste. Genevieve Community Access Television and their agents and employees are independent contractors are not employees of the City of Ste. Genevieve nor is the Ste. Genevieve Community Access Cable Board, or its agent or employees entitled to any city benefits.

5. TERM OF AGREEMENT.

A. The term of this Agreement shall be a term of one (1) year from the date of execution above. This Agreement shall expire on September 30, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above mentioned.

CITY OF STE. GENEVIEVE

**STE. GENEVIEVE COMMUNITY
ACCESS CABLE BOARD**

By: _____
Brian Keim, Mayor

By: _____
Gary Whitener, Chair

Attest:

Pam Meyer, City Clerk

APPROVED AS TO FORM:

REVIEWED BY:

Mark Bishop, City Attorney

Happy Welch, City Administrator

Staff Report

August 10, 2023

To: Board of Aldermen
From: Happy Welch
Re: Jefferson Sidewalk/Stormwater



Issue:

The City had Cochran engineering work up plans for repair to the sidewalk/stormwater line that runs on the north side of Jefferson east from 4th St.

We sent out bid requests, advertised in the 6/26 edition of The Herald newspaper. Bid opening was July 20, 2023 at 10a in the board room with only 1 bid submitted of 4 requests sent out (1 recipient declined up front).

The one and only bid for the project:
Jokerst, Inc. - \$66,530.

The engineer says the bid comes in under what they budgeted for the project.

Recommendation:

Approve the low bid of \$66,530 for repair of the sidewalk and stormwater culvert on Jefferson St.

BILL NO. 4576

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT FOR PUBLIC IMPROVEMENTS ALONG ROUTE M. (Job No. J9S3449B)

WHEREAS, the Missouri Department of Transportation (“MoDOT”) wishes to upgrade pedestrian facilities to comply with the ADA Transition Plan in the city limits of the City of Ste. Genevieve (“City”) along Hwy M (Rozier St.); and

WHEREAS, these improvements will improve pedestrian facilities to comply with ADA conditions in the city from the intersection of US Hwy 61 & Missouri Route M to just south of Valle Spring Trail; and

WHEREAS, the improvements will become the responsibility of the City to maintain after construction; and

WHEREAS, the Ste. Genevieve Sidewalk and Trail Analysis report from June 2022 highlights this area within the city limits as a connecting trail with Progress Parkway to the Community Center; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of its residents to approve the agreement for the improvements with MoDOT.

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

SECTION 1. The Board of Aldermen of the City of Ste. Genevieve, Missouri, hereby approves the execution of an agreement with Missouri Highways and Transportation Commission for improvements along Missouri Route M inside the City Limits that will consist of improving pedestrian facilities.

SECTION 2. The improvements located in the City are on Missouri Route M beginning at the intersection of US 61 and Missouri Route M Station 932+ 69.31 (Rozier Street), run southerly along Route M south of Valle Spring Trail to Route M Station 897+10.00 which is 3932.98’, S71 degrees 02’18”E of the SW Corner Lot 1 of US Survey 3253. Length of improvement within city is 3,559.31 feet.

SECTION 3. The Mayor is hereby authorized to execute such agreement (Attached as exhibit “A”) and the City Clerk to attest to such execution and to affix the official seal of the City of Ste. Genevieve.

SECTION 4: The City Administrator of the City of Ste. Genevieve is hereby authorized to execute all other documents necessary for this project on behalf of the City of Ste. Genevieve.

SECTION 5. All ordinances and parts of ordinances which are in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

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

___Yes___ No ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 12/21 (BDG)
Modified:

Municipal Agreement
Route: Route M
County: Ste. Genevieve
Job No.: J9S3449B

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the **City of Ste. Genevieve**, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route M, Ste. Genevieve County, Job No. J9S3449B shall consist of upgrading pedestrian facilities to comply with the ADA Transition Plan in the City of Ste. Genevieve.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at the intersection of US 61 and Missouri Route M Station 932+69.31 (Rozier Street), run southerly along Route M south of Valle Spring Trail to Route M Station 897+10.00 which is 3932.98', S71°02'18"E of the SW Corner Lot 1 of US Survey 3253. Length of improvement within city is 3,559.31 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J9S3449B.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys, and any other property owned by the City as necessary for

construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION:

(A) Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated

December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration, and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING

(A) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE:

(A) The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(C) The City will convey to the Commission at no charge a Permanent Sidewalk Easement for the areas as shown in "Exhibit B" Right-of-Way Plans Tract 7B, 7C, 7D and 7E on City Right-of-Way.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances

contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Southeast District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's City Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Happy Welch
City Administrator
165 S. 4th Street Ste. Genevieve, MO 63670

Facsimile No:(573) 883-8105

(B) To the Commission:
Mark Croarkin
Southeast District Engineer
2675 N. Main Sikeston, MO 63801

Facsimile No:(573) 472-5219

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____ (Date).

Executed by the Commission on _____ (Date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF STE. GENEVIEVE

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A

2022-06-70757

J9S3449B Route M Ste. Genevieve

Intersection US61/Route M (Rozier Street) Station 932+69.31

Route M (Rozier Street) Station 897+10

Google Earth

2000 ft



BILL NO. 4577

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.

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

Section 1 - Declaration of Policy

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section 2 - Conflicts of Interest

- All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- Any member of the governing body of a political subdivision who has a “substantial or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:
 1. 10% or more of any business entity; or
 2. An interest having a value of \$10,000 or more; or
 3. The receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3 - Disclosure Reports

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by

May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, if any such transactions occurred during the previous calendar year:

1. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
2. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
3. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:
 - a) The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 - b) The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
 - c) The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4 – Filing of Reports

- A. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:
- Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the board may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
 - Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
 - Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.
- B. Financial disclosure reports giving the financial information required in Section 3 of this ordinance shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5 – Filing of Ordinance

A certified copy of the ordinance (order/resolution), adopted prior to September 15th, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6 – Effective Date

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Ste. Genevieve Board of Aldermen.

Section 7 – Repealer

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

Section 8 - Severability

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

DATE OF FIRST READING: _____.

DATE FO SECOND READING: _____.

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

VOTE

Alderwoman Kristi Cleghorn
Alderman Bob Donovan
Alderman Eric Bennett
Alderman Jeff Eydmann
Alderman Michael Raney
Alderman Joe Steiger
Alderman Joe Prince

___ Ayes ___ Nays ___ Absent

Approved as to form:

Mayor, Brian Keim

City Attorney, Mark Bishop

ATTEST:

Reviewed by:

City Clerk, Pam Meyer

City Administrator, Happy Welch

BILL NO. 4578

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AUTHORIZING A "NO PARKING" RESTRICTION ON THE SOUTH SIDE OF JEFFERSON STREET BETWEEN THIRD AND FOURTH STREET.

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

SECTION 1: The Board of Aldermen hereby authorizes a no parking restriction on the South side of Jefferson Street starting approximately 55 ft West of N. Third Street extending 82 feet West towards Fourth Street and hereby approves the amendment to the Ste. Genevieve Code of Ordinances, Schedule "III" "Parking Restrictions", Table III-A. No Parking at any time to include the following:

LOCATION: JEFFERSON STREET

RESTRICTION: THE SOUTH SIDE OF JEFFERSON STREET STARTING APPROXIMATELY 55 FT WEST OF N. THIRD STREET EXTENDING 82 FEET WEST.

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

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

VOTE

ALDERWOMAN KRISTI CLEGHORN
ALDERMAN ROBERT DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JOE STEIGER
ALDERMAN MIKE RANEY
ALDERMAN JEFF EYDMANN
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

BILL NO. 4579

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AMENDING CHAPTER 203 FIRE PREVENTION AND PROTECTION OF THE STE. GENEVIEVE MUNICIPAL CODE AS SET FORTH BELOW.

WHEREAS, the City of Ste. Genevieve (“City”) has reviewed its fire tag fees and have determined that they need to be increased; and

WHEREAS, after comparing fees with neighboring fire districts the Board of Aldermen believe the fees set forth in this ordinance cover the proper costs of administration for fire tags for the Ste. Genevieve Fire Department.

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

SECTION 1. Chapter 203: FIRE PREVENTION AND PROTECTION; ARTICLE I: FIRE DEPARTMENT; **SECTION 203.015: FIRE PROTECTION PERMITS – FEES AND AREA OF COVERAGE** is hereby deleted in its entirety and replaced with the following:

Section 203.105. Fire Protection Permits – Fees and Area of Coverage.

A. The City Clerk and the Fire Chief of the City of Ste. Genevieve are hereby authorized and empowered to sell permits at the sums according to the following rate schedule and the permits shall be issued for a period of one (1) year:

1. Rural Properties:

- a. Initiation Fee: Will be double the fire tag fee. (The fee for the first year is included)
- b. Residential Property Fee: \$100.00
- c. Farm Property – Landowner: \$125.00 over 10 acres
- d. Additional Property – Non-adjoining: \$50.00
- e. Commercial Property: \$125.00. The fee for a business may be set higher at the discretion of the Board of Aldermen with regard to the size of the business and/or hazard.
- f. Late Fee: Fees not paid within sixty (60) days of due date, the member (tag holder) will be considered a non-member, therefore having to pay the initiation fee to rejoin as a new member.

Property Owner Responsibility: It shall be the property owner’s responsibility to supply an ample water source along with sufficient roadway access and directions to the water supply for each property.

2. Rural Property within one thousand five hundred (1,500) feet of the municipal water systems of the City of Ste. Genevieve:

- a. Initiation Fee: Will be double the fire tag fee. (The fee for the first year is included)

- b. Residential Property Fee: \$200.00
- c. Farm Property – Landowner: \$250.00 over 10 acres
- d. Additional Property – Non-adjoining: \$100.00 (if within reach of the municipal system, if not fee is \$50.00)
- e. Commercial Property: \$400.00. The fee for a business may be set higher at the discretion of the Board of Aldermen with regard to the size of the business and/or hazard.
- f. Late Fee: Fees not paid within sixty (60) days of due date, the member (tag holder) will be considered a non-member, therefore having to pay the initiation fee to rejoin as a new member.

Property Owner Responsibility: It shall be the property owner's responsibility to supply an ample water source along with sufficient roadway access and directions to the water supply for each property.

SECTION 2. Chapter 203: FIRE PREVENTION AND PROTECTION; ARTICLE I: FIRE DEPARTMENT; **SECTION 203.030. CONTENTS OF PERMIT FORM** is hereby deleted in its entirety and replaced with the following:

Section 203.030. Contents of Permit Form.

Fire protection permits shall be printed to conform to the following contents, to wit:

THE HOLDER OF THIS CARD IS ENTITLED TO FIRE PROTECTION FROM THE CITY OF STE. GENEVIEVE FROM AND AFTER THE 1ST DAY OF MARCH, 20__ , UNTIL THE LAST DAY OF FEBRUARY, 20__ , SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Holder hereof expressly waives the right to recover any damages against the City of Ste. Genevieve or against any of the employees or volunteers of the City of Ste Genevieve which occur as a **direct** or indirect result of responding to and/or fighting fires.
2. Holder hereof expressly agrees that such service shall:
 - a. Be furnished subject to the first right of the citizens of the City of Ste. Genevieve.
 - b. Involve an adequate amount of equipment and sufficient manpower subject to the discretion of the present ranking officer; and
3. Shall be furnished within an approximate five (5) mile radius of the fire station outside the corporate City limits of Ste. Genevieve.
4. Holder hereof agrees to pay an annual fee as follows:
 - a. Rates for rural properties:

1. Residential Property Fee: \$100.00
2. Farm Property – Landowner: \$125.00 over 10 acres
3. Additional Property – Non-adjoining: \$50.00
4. Commercial Property: \$125.00. The fee for a business may be set higher at the discretion of the Board of Aldermen with regard to the size of the business and/or hazard.
5. Late Fee: Fees not paid within sixty (60) days of due date, the member (tag holder) will be considered a non-member, therefore having to pay the initiation fee to rejoin as a new member.

It shall be the property owner's responsibility to supply an ample water source along with sufficient roadway access and directions to the water supply for each property.

b. Rural Property within one thousand five hundred (1,500) feet of the municipal water systems of the City of Ste. Genevieve:

1. Residential Fee: \$200.00
2. Farm – Landowner: \$250.00 over 10 acres
3. Additional Property – Non-adjoining: \$100.00 (if within reach of the municipal system, if not fee is \$50.00)
4. Commercial: \$400.00 The fee for a business may be set higher at the discretion of the Board of Aldermen with regard to the size of the business and/or hazard.
5. Late Fee: Fees not paid within sixty (60) days of due date, the member (tag holder) will be considered a non-member, therefore having to pay the initiation fee to rejoin as a new member.

It shall be the property owner's responsibility to supply an ample water source along with sufficient roadway access and directions to the water supply for each property.

5. Tag holder agrees to pay the sum for the following services rendered:
 - a. Tag Holder: \$200 per hour for the first hour plus \$100.00 for each hour thereafter.
 - b. Non-Tag Holder: \$100.00 for responding; \$500.00 per hour if any action is taken plus cost of a tag and initiation fee (Section 320.302, RSMO)
 - c. Large vehicle fire (over 200 inches long): \$500.00 per hour unless they are a tag holder.
 - d. Small vehicle fire (200 inches long or less): \$250.00 per hour unless they are a tag holder.

- e. Extrication: \$250.00 minimum; \$100.00 per unit plus any charges to cover abnormal materials used, etc. These charges will be set at the discretion of the jurisdiction in charge.
- f. Hazardous material incidence: \$250.00 for responding and declaring that there is a hazardous material incident. When action is taken to secure an incident, the following fees will be charged \$500.00 per unit per hour plus any additional charges to cover abnormal materials or services used. These charges will be set by the jurisdiction in charge.

The City of Ste. Genevieve expressly reserves the right to refuse service to any holder hereof if they shall fail to comply with the terms set forth herein.

SECTION 3. Chapter 203: FIRE PREVENTION AND PROTECTION; ARTICLE I: FIRE DEPARTMENT; **SECTION 203.040. Holder to Sign Permit** is hereby deleted in its entirety.

SECTION 4. Chapter 203: FIRE PREVENTION AND PROTECTION; ARTICLE I: FIRE DEPARTMENT; **SECTION 203.060; Explanation of Properties, E.** is hereby deleted in its entirety and replaced with the following:

E. "Additional property" shall be defined as any property that does not join the dwelling property of a tag holder but is in the service area of a county Fire Department. EXAMPLE: You have a residential or farm property tag and you also have acreage in another area of the County that is non adjoining and unoccupied, there will be an additional fee of fifty dollars (\$50.00) per property. These additional property tags will be payable to the department where the additional property is located.

SECTION 5: EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

SECTION 6. 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: _____

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

VOTE

**ALDERWOMAN KRISTI CLEGHORN
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JOE STEIGER
ALDERMAN MICHAEL RANEY
ALDERMAN JEFF EYDMANN
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