

**AMENDED AGENDA**  
**STE. GENEVIEVE BOARD OF ALDERMEN**  
**REGULAR MEETING**  
**THURSDAY – NOVEMBER 9, 2023**  
**44 PLAZA DRIVE**  
**6:00 P.M.**

**CALL TO ORDER.**

**ROLL CALL.**

**PLEDGE OF ALLEGIANCE.**

**APPROVAL OF AGENDA.**

**PRESENTATION/AWARDS.**

**PERSONAL APPEARANCE.**

**CITY ADMINISTRATORS REPORT.**

**STAFF REPORTS.**

- Happy Welch – Tourism
- David Bova – Community Development Administrator
- Kenny Steiger – Fire Chief

**PUBLIC HEARING.** The Mayor and the Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing to consider a request from Buchheit Logistics for a special use permit to erect a 4' x 8' freestanding, non-illuminated sign at 1020 Market Street, Ste. Genevieve, MO 63670 in an R-1 Single Family Residential District.

**PUBLIC COMMENTS.**

**CONSENT AGENDA.**

- Minutes – Board of Aldermen - Regular Meeting – October 26, 2023
- Minutes – Board of Aldermen – Work Session – October 26, 2023

- **RESOLUTION 2024 – 06.** A RESOLUTION DECLARING CITY HALL/POLICE DEPARTMENT OFFICE EQUIPMENT SURPLUS AND PROVIDING FURTHER AUTHORITY FOR ITS DISPOSAL.
- **RESOLUTION 2024-07.** A RESOLUTION APPOINTING WHITNEY TUCKER TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.
- **RESOLUTION 2024-08.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI TO AFFIRM AN ARPA GRANT APPLICATION FOR THE PURPOSE OF USING MATCHING FUNDS TO ASSIST THE STE. GENEVIEVE FIRE DEPARTMENT WITH THE PURCHASE OF EIGHT (8) NEW TURNOUT GEAR & ENTIRE HOSE REPLACEMENT FOR THE DEPARTMENT.
- **RESOLUTION 2024 – 09.** A RESOLUTION DECLARING OLD FIRE HELMETS AT THE FIRE HOUSE BE DECLARED SURPLUS PROPERTY AND DISPOSED OF.

**OLD BUSINESS.**

**BILL NO. 4593.** AN ORDINANCE CALLING FOR THE GENERAL ELECTION OF OFFICERS OF THE CITY OF STE. GENEVIEVE, MISSOURI TO BE HELD APRIL 2, 2024 AND PROVIDING NOTICE TO THE GENERAL PUBLIC. **2<sup>nd</sup> READING.**

**BILL NO. 4594.** AN ORDINANCE AMENDING SECTION 610.810 VIDEO SERVICE PROVIDERS TO COMPLY WITH STATE STATUTE SECTION 67.2689 OF THE REVISED STATUTES OF THE STATE OF MISSOURI. **2<sup>ND</sup> READING.**

**NEW BUSINESS.**

**APPROVAL OF THE ESTIMATE FROM MCCOY CONSTRUCTION & FORESTRY FOR A COMPLETE OVERHAUL REPAIR OF THE BACKHOE.**

**BILL NO. 4595.** AN ORDINANCE APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH JOKERST, INC. OF STE. GENEVIEVE, MISSOURI ON THE 2023 WATER INFRASTRUCTURE IMPROVEMENTS PROJECT IN AN AMOUNT OF EIGHT THOUSAND TWO HUNDRED FIFTY-THREE DOLLARS AND THIRTY-TWO CENTS (8,253.32). **1<sup>ST</sup> & 2<sup>ND</sup> READING.**

**BILL NO. 4596.** AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOKERST, INC. FOR THE “JEFFERSON STREET SIDEWALK IMPROVEMENTS PROJECT” IN AN AMOUNT OF \$66,530.00. **1<sup>ST</sup> & 2<sup>ND</sup> READING.**

**BILL NO. 4597.** AN ORDINANCE APPROVING/NOT APPROVING A SPECIAL USE PERMIT FOR BUCHHEIT LOGISTICS THAT WILL ALLOW A 4’ X 8’ FREE STANDING

NON-ILLUMINATED SIGN AT 1020 MARKET STREET IN A R-1 SINGLE FAMILY RESIDENTIAL DISTRICT. **1<sup>ST</sup> & 2<sup>ND</sup> READING.**

**BILL NO. 4598.** AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MCDANIELS MARKETING TO DEVELOP A MARKETING PLAN FOR THE CITY OF STE. GENEVIEVE. **1<sup>ST</sup> & 2<sup>ND</sup> READING.**

**OTHER BUSINESS.**

**MAYOR/BOARD OF ALDERMEN COMMUNICATION.**

**ADJOURNMENT.**

*Any person requiring special accommodations (i.e. qualified interpreter, large print, hearing assistance) in order to attend the meeting please notify this office at 573-883-5400 no later than forty-eight hours prior to the scheduled commencement of the meeting.*

**Join us on the Zoom app at:**

Meeting ID: 848 1121 1564 Passcode: 808225 Mobile: (312) 626-6799 US (Chicago)

Meeting ID: 848 1121 1564 Passcode: 808225 **Find the Zoom Link at:**

[www.facebook.com/stegenevievecityhall/](https://www.facebook.com/stegenevievecityhall/)

**And you can watch live on SGTV Spectrum Channel 991.**

*Posted By: Pam Meyer  
November 6, 2023*

## **Staff Report**

November 9, 2023

To: Board of Aldermen  
From: Happy Welch  
Re: Tourism Marketing Plan



### **Issue:**

We advertised in The Herald and mailed packets to 5 marketing firms for our Request for Qualifications for a 5 year marketing plan for tourism. The 5 year plan will help guide us where to place our marketing dollars, create some cohesion in our advertising, and help our new tourism director by laying out a comprehensive plan instead of us trying to do it ourselves that can supplement what the tourism director creates. The cost for the plan is \$20,000 with half of that paid for by the State of Missouri Division of Tourism.

A TTC/TAC committee met last Wednesday, reviewed the submittals and determined through scoring that McDaniels was the top firm for our RFQ. We then contacted McDaniels and worked our way to the contract and proposal you have before you.

### **Recommendation**

Approve the contract and proposal with McDaniels Marketing in an amount of \$20,000.

**BILL NO. 4598**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MCDANIELS MARKETING TO DEVELOP A MARKETING PLAN FOR THE CITY OF STE. GENEVIEVE.**

**WHEREAS**, the City of Ste. Genevieve (“City”) sent out a Request for Qualifications for a qualified company to develop a 5-year Marketing Plan (“Plan”) to be used by the Ste. Genevieve Tourism Dept.; and

**WHEREAS**, the RFQ was advertised in The Herald Newspaper and 5 notifications were sent out to marketing businesses; and

**WHEREAS**, the marketing plan committee chose McDaniels Marketing of Pekin, IL (“McDaniels”) out of the 3 companies that submitted qualifications to perform the work to develop the Plan; and

**WHEREAS**, McDaniels has submitted a proposal (Exhibit A) to develop the Plan that is partially funded from the Missouri Division of Tourism; and

**WHEREAS**, City officials have reviewed the proposal and drafted an agreement in conjunction with the proposal to perform the Plan development; and

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

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

**SECTION 1.** The Board of Aldermen hereby authorize and direct the City Administrator to execute and deliver the attached agreement and proposal on behalf of the City with McDaniels Marketing of Pekin, IL; the agreement/proposal is hereby accepted and approved in substantially the form of Exhibit “A” attached hereto.

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

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

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

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

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

	<b>VOTE</b>
<b>ALDERMAN PATRICK FAHEY</b>	_____
<b>ALDERWOMAN KRISTI CLEGHORN</b>	_____
<b>ALDERMAN BOB DONOVAN</b>	_____
<b>ALDERMAN ERIC BENNETT</b>	_____
<b>ALDERMAN JEFF EYDMANN</b>	_____
<b>ALDERMAN MIKE RANEY</b>	_____
<b>ALDERMAN JOE STEIGER</b>	_____
<b>ALDERMAN JOE PRINCE</b>	_____
	___ Ayes ___ Nays ___ Absent

Approved as to form:

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

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

ATTEST:

Reviewed by:

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

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

## PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between the CITY OF STE. GENEVIEVE, MISSOURI, a city of the fourth class and municipal corporation (the "City") located in Ste. Genevieve County and E.W. McDaniels, Inc., dba McDaniels Marketing, 11 Olt Ave., Pekin, IL 61554.

### RECITALS

**A.** The City is desirous of obtaining the professional services set forth in this Agreement in connection with a proposed 5 year Marketing Plan to advertise and promote Ste. Genevieve.

**B.** The Consultant is willing to provide such professional services upon and subject to the terms and conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and covenants stated below, the parties hereby agree as follows:

**1. Engagement; Professional Services.** The City hereby engages the Consultant, to serve and perform the following professional services for **twenty thousand dollars (\$20,000)** in connection with the Marketing Plan development (collectively, the "Professional Services"):

- 1) Assist the City in developing a 5 year marketing plan for advertising the visitor assets in Ste. Genevieve.
- 2) Interview local stakeholders with a SWOT analysis to determine the balance of advertising needed to best promote all the assets in Ste. Genevieve and the target audiences.
- 3) Provide measurables for success of the marketing plan.
- 4) Give direction on social media content in relation to type and channels to advertise and promote Ste. Genevieve.

**2. Term.** This Agreement shall be in effect until satisfactory completion of the 5 year plan anticipated in April/May 2024.

**3. Compensation.** For the Professional Services identified under paragraph 1(a) above, the City shall pay to the Consultant an amount not to exceed twenty thousand dollars (\$20,000) based upon the deliverables listed in the proposal dated November 6, 2023.

**4. Time and Manner of Payment.** All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice of the Professional Services.

**5. Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth above as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**6. Representations, Warranties and Covenants of the Consultant.** The Consultant represents, warrants and covenants to and with the City as follows:

(a) The Consultant possesses (or shall obtain at no cost to the City) all requisite experience and professional credentials, licenses and authorizations required under Missouri law to provide the Professional Services. Except as expressly specified herein, the Consultant shall provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper and timely completion of the Professional Services.

(b) Any Professional Services rendered by the Consultant to or on behalf of the City hereunder shall be performed employing the degree of care and skill utilized by others performing similar services, whether or not as employees; will be suitable and fit for the purposes intended; and will be rendered in compliance with all applicable professional standards, and all federal, state and local governmental codes, ordinances, statutes, rules and regulations including, without limitation, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Professional Services.

(c) The Consultant acknowledges that the Consultant during the performance of the Professional Services may from time to time have access to confidential information concerning the City and/or its officers and employees (collectively, the "Confidential Information"). To protect against the misuse of the Confidential Information, the Consultant shall at all times during the Contract Term and thereafter, use best efforts and exercise utmost diligence to protect and guard the Confidential Information. The Consultant shall not at any time during the Contract Term or thereafter, without the prior written consent of the City or unless required by law, directly or indirectly, communicate, disclose or otherwise make available to any person or entity, or utilize to the Consultant's benefit or advantage, the Confidential Information. The covenants contained in this subparagraph 5(b) shall survive termination of this Agreement for any reason.

**7. Documents.** The City shall be deemed the owner for all purposes, including without limitations, all copyrights and intellectual property rights of all plans, documents, summaries, memoranda or other materials and work product, written, graphic, or electronic, prepared by the



Consultant in the performance of the Professional Services (collectively, the "Work Product"). The Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

**8. Indemnification.** To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from or out of Professional Services or other services and operations negligently performed hereunder by the Consultant, or claims relating thereto. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires the Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement. This paragraph shall survive suspension or termination of this Agreement for any reason.

**9. Insurance.** All policies of insurance required under this paragraph shall be in such form and shall be issued by such company or companies as may be satisfactory to the City, with satisfactory endorsements, deductibles and certificates reasonably acceptable to the City. The City shall be named as additional insured with duty of defense on all insurance policies required above, other than workers' compensation and professional liability policies; provided that nothing in this paragraph shall be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

**10. Relationship of the Parties.** The Consultant and the City acknowledge and agree that at all times during the Contract Term the Consultant is engaged in an independent business and shall for all purposes be deemed to be an independent contractor and that the Consultant shall under no circumstances constitute or be deemed to be an employee of the City. During the Contract Term, the Consultant shall have no authority to hold himself out or represent, and shall not take any action holding himself out or representing, that the Consultant is an employee of the City.

**11. Assignment.** The parties hereto acknowledge and agree that this Agreement concerns the provision and performance of personal services by the Consultant which cannot be delegated or assigned. Accordingly, neither this Agreement nor any of the Consultant's rights and duties hereunder shall be assignable.

**12. Termination.** This Agreement shall extend from month to month during the Contract Term. This Agreement and the Contract Term may be terminated by the City for any reason upon the giving of prior written notice personally delivered or mailed by certified United States Mail, postage prepaid to the Consultant, effective ten (10) days from the receipt thereof and in such event, this Agreement shall terminate as of the last day of the month in which such notice is effective.

**13. Notice.** All notices between the parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the City:

City of Ste. Genevieve  
165 S. 4th Street- City Hall  
Ste. Genevieve, Missouri 63670  
Attn: City Administrator

If to Consultant:

McDaniels Marketing  
11 Olt Ave.  
Pekin, IL 61554  
Attn: Randy McDaniels

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

**14. Entire Agreement; Amendment.** The parties agree that this Agreement constitutes the entire agreement between the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the parties or the authorized agents of the parties.

**15. Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

**16. Choice of Law.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

**IN WITNESS WHEREOF**, the City and the Consultant have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested to as of the date first above written.

SIGNATURES ON NEXT PAGE

**CITY OF STE. GENEVIEVE, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

City Clerk

**E.W. McDaniels, Inc:  
Db/McDaniels Marketing**

By: \_\_\_\_\_

Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_



## 5-Year Marketing Plan Development Budget Proposal

### FUNDED BY:

Missouri Department of Tourism Marketing Platform Development Grant

### GRANT CATEGORY:

Marketing Plan Development

### The McDaniels Marketing/McD Digital Marketing Plan Development Process

#### Marketing Plan

Our team will capitalize on its vast tourism experience to develop a thorough 5-year marketing plan for the Village of Ste. Geneviève, Missouri. The plan will identify the areas of opportunity as well as the strengths and weaknesses that will drive overnight stays and commerce within the city. Our aim is to effectively communicate why individuals should consider visiting, living, working, and investing in Ste. Geneviève. By partnering with McDaniels Marketing, Ste. Geneviève will achieve its goal of attracting more visitors as well as talented and hardworking people to the area.





## **Our Planning Process**

The McD team will develop a 5-year marketing plan with the actual campaign commencing in July of 2024. A core component of the plan will be the proper utilization of MDT co-op funds along with the general fund and tourism tax fund of up to \$80,000.

Our process is comprised of the following steps:

- Conduct a comprehensive familiarization tour of Ste. Genevieve to get to know the area even better, interview/connect with local experts, shoot photography, and catalog the destination attributes.
- Define target audiences (demographics, psychographics, and geographics for day trippers and overnights).
- Finalize a SWOT analysis as the linchpin of the strategy.
- Set measurable goals for:
  - Lodging tax increases
  - Sales tax increases
  - New business starts or relocations
  - Residential growth
  - New housing starts
  - Overall community enhancements to infrastructure as a result of tourism revenue
- Identify public relations and traditional and digital advertising tactics to reach the right audiences that align with the attractions available of Ste. Genevieve.
- Create a comprehensive media plan.
- Develop website and collateral recommendations to help visitors plan and enjoy their visit (create a better educated visitor).
- Build a differentiating creative platform that includes the overall campaign theme, design/look and creative approach for the first two years for digital, print, and other media as required. Individual ads to be built out within the scope of the marketing plan.
- Develop a social media content plan that leverages the right social media channels to build your following, engagement, and overall reach. This will include written, photographic, and video content.
- Identify tourism related investment properties and green space to promote to outside investors and help grow the tourism product.
- Finalize the promotional budget for FY 2024-2029.



**Timeline:**

**Phase I: Research/FAM Tour**..... December 2023 or January 2024

**Phase II: Marketing Communications and Media Planning**..... January–February 2024

**Phase III: Creative and Content Strategy**..... February–March 2024

**Phase IV: Final Plan and Begin Media Placements** ..... April 2024

Note: Actual advertising to start in July 2024

**Marketing Plan Budget:**

**Development of Marketing Plan .....\$20,000**

Research, FAM tour, consulting, planning and account management, travel hours: 60

Media planning hours: 30

Creative strategy hours: 60

Lodging and meals invoiced additional as needed.

**\$10,000 invested by Ste. Genevieve, Missouri CVB and \$10,000 invested by MDT.**

**Invoicing to Occur as Follows:**

January 2024: \$5,000

February 2024: \$5,000

March 2024: \$5,000

April 2024: \$5,000

**APPROVAL \_\_\_\_\_ DATE \_\_\_\_\_**

NOTE: Each activity is limited to a set number of hours. All final artwork, copy and images will be wholly owned by the City of Ste. Genevieve, MO. Quote valid for 60 days. E.W. McDaniels, Inc. (dba McDaniels Marketing) reserves the right to submit a new estimate for any change in specifications. All customer alterations will be charged additional time and materials. 60 days of notice is required for cancellation of this contract. All time and costs to date will be invoiced upon cancellation. By signing this document, persons whose signatures appear attest that the terms set forth in this agreement have been read and understood completely and that they agree to the terms and conditions of this proposal. Lodging and meals additional as needed.

E.W. McDaniels, Inc., 11 Olt Ave., Pekin, IL 61554

November 7, 2023