

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – JANUARY 11, 2024
44 PLAZA DRIVE
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLIGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- David Bova – Community Development Administrator
- Kenny Steiger – Fire Chief

PUBLIC COMMENTS.

PUBLIC HEARING.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – December 14, 2023
- Minutes – Board of Aldermen – Work Session – December 14, 2023
- Minutes – Board of Aldermen – Closed Session – December 14, 2023

OLD BUSINESS.

NEW BUSINESS.

Approval of the Cortex style restroom bid of \$86,818.00 through the Missouri Cooperative Purchasing Program for the replacement of the restrooms located at the Big Pavilion in Pere Marquette Park. (does not include foundation, plumbing & electrical costs)

BILL NO. 4602. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THREE YEAR CONTRACT FOR THE PROVISION OF CEMETERY LAWN MOWING AND MAINTENANCE SERVICES WITH K & J LANDSCAPING OF STE. GENEVIEVE, MISSOURI IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND FOUR HUNDRED DOLLARS (\$50,400.00) OVER 3 YEARS. **1ST READING.**

BILL NO. 4603. AN ORDINANCE APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH JOKERST, INC. OF STE. GENEVIEVE, MISSOURI ON THE “JEFFERSON STREET SIDEWALK IMPROVEMENTS PROJECT” IN AN AMOUNT OF EIGHT THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS (\$8,138.00). **1ST & 2ND READING.**

BILL NO. 4604. AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCLINEY AND COMPANY AS MUNICIPAL ADVISORS FOR THE CITY OF STE. GENEVIEVE. **1ST READING.**

BILL NO. 4605. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AMENDING CHAPTER 200 POLICE DEPARTMENT OF THE STE. GENEVIEVE MUNICIPAL CODE OF ORDINANCES BY ADDING SECTION 200.100 – MINERAL AREA MAJOR CASE SQUAD. **1ST 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/

And you can watch live on SGTV Spectrum Channel 991.

*Posted By: Pam Meyer
JANUARY 8, 2024*

CITY ADMINISTRATOR REPORT

January 11, 2024

1. The 2024 StG Gravel Classic is planned for Saturday, April 27, 2024. This will be the 3rd year for the gravel road bike race starting and ending in downtown Ste. Gen. This year it will be later in the month to avoid other bike races and maybe some warmer weather. This is in cooperation with Trailnet and they are working with Audubon's to have the activities centered in their parking lot and biergarten.
2. MoDOT awarded Putz Construction, LLC for sidewalk improvements on Highway M from Highway 61 to Progress Parkway. No dates have been determined for construction.
3. Office furniture delivery is set for Tuesday, January 16. This will be a two day process setting up desks, file cabinets, new chairs in the remodeled city hall and police department. Move in date is scheduled for February 19, 2024. We will start advertising next week to sell or donate the surplus office furniture.
4. The next work session will be closed as we discuss real estate and the financing associated with that.
5. Public works rebuilt the wall at Blain and Market that has been knocked down numerous times by large trucks turning on the street. If it is knocked down again we're going to remove all of the retaining wall blocks and install weed fabric with decorative plants.



Community Development January 2024 Staff Report

12/9/23 – 1/8/23

Historic Preservation – Heritage Commission

- Meeting 12/18 – Approved 1 COA & 1 Administrative approval COA
- Moved Jan & Feb meetings back a week due to holidays
- Next meeting – 1/22
- 2024 HP grant application(s) – mobile app walking tour – app submitted

Building Department / Code Enforcement

- Occupancy Permits / Inspections 38
- Building Permits Issued 4
- Demolition Permits 0
- Sign Permits 1
- Chicken Permits 4 (renewals)
- Special Use Permits 0
- New permitting software RFP – implementation of land use module in progress
- Sidewalks – sidewalk reimbursement letters mailed out in Dec.

Comprehensive Plan Update

- Steering Committee
 - Board rep is Alderman Raney
 - Funnel public input through Comm Dev Dept, committee, or RPC
- Current stage of process is Vision Development
- Next Comm. Meetings – late January / early Feb

Planning & Zoning

- Meeting – no meeting in Jan
- Next meeting – 2/1

City / County Info

- Assistance with Tourism / EcDev 2024 – Provided 5k in '23, discussion of poss. adding lodging tax to 2024 ballot
- Assistance with Tourism / EcDev 2024 - discussion of forming a CVB type organization with County & Chamber
- Progress Parkway property – pre-engineering complete; county assistance offered & in discussion
- FLAP Grant (N 4th Street) – remains on track for 2025
- 911 Tax – Board formed (includes City officer) – payments from City & Amb. Dist. to continue until new infrastructure installed and paid; potentially 4 – 5 years

- EV Charging – County will not be participating
- Improvements to Ferry Landing – draft plans submitted to ACOE for examination; still need to discuss w/ UP & MLCO

Board of Adjustment

- Nothing new to report

Floodplain Management

- Current long range forecasts are <50% chance of flooding in Jan-Feb-Mar.
- Current river stage (1/8) is 4.2'; expected to rise to 6.7' by end of week.
- Currently in Moderate Drought; Gov. Parson extended Drought Alert thru 5/1/24
- Ferry currently not operating.

Property Maintenance

- Nuisance Property Issues 10
- Vegetation Nuisance Issues 0
- Code Violation Issues 4
- Sidewalk Issues 1
- 58 S Main – awaiting quotes for possible abatement
- 42 S Main – petition filed / legal proceedings continue

Training 2024

- NAPC Webinar – Assessing & Rehabilitating Structures – completed 1/8

Ste. Genevieve Fire Department

Ken Steiger Fire Chief
165 South 4th. Street
Ste. Genevieve, Mo. 63670

Phone: 573-883-5400 City Hall
Phone: 573-883-5321 Fire House
Fax: 573-883-8081 Fire House
Email: sgfd7101@gmail.com
Cell Phone: 573-883-0615

Monthly Operations Report

Date: **December 2023**

Calls for Assistance:

- SGFD responded to **19** emergency calls in **December**.
- The total for this year is **274** calls, **up 50** calls from last year.
- I have submitted copies of calls by location and types

Staffing:

- SGFD roster is down **4**. Due to the fireman being volunteer, openings will occur.
- Volunteers are still needed to form an applicant list, contact any SGFD firefighter if interested
- **Signed up a new volunteer last Wednesday night.**

Training: (FYI, all monthly training is done after hours or on weekends)

- **Monthly Training was Small engines and forcible entry.**
- **Preplan Training was National Historic Park Buildings.**

Meetings Attended

Bi County Chiefs Meeting – **Attended**
City Council Meeting – **Attended**
Ozark Fire Assoc. Meeting – **Attended**

Technical Rescue: (FYI, all Tech Rescue training is done after hours or on weekends in addition to regular monthly training)

- Nothing to report.

Apparatus & Equipment Maintenance:

- Suburban insurance details – 2019 Suburban Bought from Barley Auto. **At PSU (Public Safety Upfitters) for installation. Decals done waiting for paid receipt to submit for reimbursement from insurance company.**

Fire Radio

- St Francis County 911 radio survey – Radio improvements project moving forward with 2025 anticipated completion.

Grants

2022 DPS Grant application

I received notification that the grant request for \$43,000 for radio equipment was fully funded. The State has given permission to order the radios. Radios have been ordered.
Grant complete and closed out.

2023 DPS Grant

Received notification that the grant program will open soon. I intend to apply again to try to get some of our handheld radios upgraded. This will be a no matching funds grant, the same as the last 2 DPS grants. Grant has been submitted for approximately \$72,000. Grant has been approved. Waiting for permission from the state to order. **Still waiting on permission to go out for bids (waiting for state to receive the funds)**

ARP Grant

2023

All ordered equipment is Inservice and invoices have been turned over to Sue. **Working on the closeout process.**

2024

I will be applying for all new fire hose and 8 sets of turnout gear in this year's grant request. This is a 50% match which can be in the form of money or "in kind match". We have budgeted for 4 sets of turnout gear and replacement of our 4 inch large diameter hose. If I write these into the grant, the purchases we were planning to make can be used as our match and would only require additional funding of approximately \$6,000.00 that would be available from the rural fire fund. **Grant has been submitted.**

Missouri Department of Conservation Grant

2023

Has been submitted. Per the grant program we should know if we were successful in the next couple of months. **Received notification of grant funding working on getting bids and starting the purchasing process.**

County Firefighters Assn.:

- Working on funding a Propane Truck Emergencies Class for the spring.

Local & State Mutual Aid:

- Nothing to report

Misc.

Participated in the Christmas Parade

KnoxBox Program

Boxes Approved, shipped and Waiting for installs

Ste. Genevieve Do It Center (still waiting for warehouse on Chadwell)

Mid State Wood Products for Trautman Building

Working with National Parks service to get some Knox boxes ordered and installed.

Run Location Summary for 2023

Location	2023 Calls	2022 Calls
C - 1 City North of North Gabouri Creek	23	12
C - 2 City Between the creeks	66	53
C - 3 City from South Gabouri to Highway 61	39	33
C - 4 City West of Highway 61	88	66
R - 1 Rural Highway 61 north to the river	9	8
R - 2 Rural Highway 61 north to Highway 32	6	5
R - 3 Rural Highway 32 to State Route M	6	8
R - 4 Rural State Route M to Highway 61 south	7	4
R - 5 Rural Highway 61 south to the river	2	1
M/A Mutual Aid to other departments	27	35

I do not have the stats on how many times departments came to help us but I'm sure it would be around the same number that we went out to help others.

Calls by Type Summary 2023

Type of Call	City	Rural	Mut Aid	2023	2022
Fires					
Structure	5	0	12	17	16
Brush	4	0	6	10	12
Vehicle	2	3	0	5	1
Misc.	8	0	0	8	3
EMS/MVC/Rescue					
EMS Assist	69	6	0	75	46
MVC -Motor Vehicle Collisions	5	4	1	10	13
Extrication	0	2	1	3	5
Animal Rescue	2	0	1	3	0
EMS Misc.	2	1	0	3	0
Hazards/Hazardous Materials					
Gas Leaks/Carbon Monoxide	9	1	0	10	6
Wires down	13	4	0	17	10
Assist Law Enforcement	2	1	0	3	8
Knox Box Assist	4	0	0	4	
Cancelled after dispatch	26	4	6	36	33
Fire/Sprinkler/Carbon Mon Alarm	61	1	0	62	49
Misc Calls	7	1	0	8	23
Anything not included in the above.					

Run Summary by Years

2012	156
2013	169
2014	176
2015	173
2016	191
2017	213
2018	229
2019	237
2020	220
2021	201
2022	224
2023	274

For the last 12 years we have averaged 205 calls per year.

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – DECEMBER 14, 2023**

CALL TO ORDER. Mayor Keim called the meeting to order at 6:00 p.m. and all stood for the Pledge of Allegiance.

ROLL CALL. A roll call by City Clerk Pam Meyer showed the following members present:

Mayor Brian Keim

Alderman Patrick Fahey

Alderman Bob Donovan

Alderman Eric Bennett

Alderman Mike Raney

Alderman Kristi Cleghorn

Alderman Joe Steiger

Alderman Joe Prince

Absent: Alderman Jeff Eydmann

APPROVAL OF AGENDA. A motion by Alderman Donovan, second by Alderman Steiger to approve the agenda as presented. Motion carried 7-0-1 with Alderman Eydmann absent.

PRESENTATION/AWARDS. None.

PERSONAL APPEARANCE. None.

CITY ADMINISTRATORS REPORT. (See Attached Report)

STAFF REPORTS.

- Happy Welch - Tourism Report (See Attached Report)
- Steve Wilson – Alliance Water Resources (See Attached Report)
- Jasen Crump – Police Chief (See Attached Report)
- David Bova – Community Development Administrator (See Attached Report)
- Kenny Steiger – Fire Chief (See Attached Report)

PUBLIC COMMENTS.

Kathy Kreidler with Ste. Genevieve Community Service Forum addressed the Mayor & Board of Aldermen.

Helen Dohr with Master Gardner's urged the Aldermen to vote yes on the proposed Bill for tree removal. This approval will remove a tree that the Master Gardner's consider a nuisance that is located in one of the gardens that they take care of.

Jeremiah Meres, 13 St. Jude Drive, introduced himself to the Mayor and Board of Aldermen.

PUBLIC HEARING.

Mayor Keim opened the public hearing for consideration of a request from Mark Buchheit for a Special Use Permit that will allow guest lodging at 342 S. Gabouri Street in an R-2 General Residential District at 6:23 p.m. David Bova, Community Development Administrator briefed the Mayor and the Board regarding the SUP request. With no further questions the hearing was closed at 6:25 p.m.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – November 19, 2023
- Minutes – Board of Aldermen – Work Session – November 19, 2023
- **TREASURER'S REPORT – OCTOBER 2023 & NOVEMBER 2023**
- **RESOLUTION 2024 – 10. A RESOLUTION TO RE-ESTABLISH TERMS FOR ALL MEMBERS SERVING ON THE STE. GENEVIEVE HOUSING AUTHORITY BOARD.**
- **APPROVAL OF LIQUOR LICENSE – PATRICK FAHEY IS REQUESTING THE APPROVAL OF A LIQUOR LICENSE FOR "PJ'S AT THE MALL" 150 MARKET STREET.**

A motion by Alderman Steiger, second by Aldermen Donovan to approve the consent agenda as presented. Motion carried 6-0-1-1 with Alderman Eydmann absent and Alderman Fahey abstaining.

OLD BUSINESS. None.

NEW BUSINESS.

At this time the Mayor and Board of Aldermen heard from Brad Fisher who is appealing the decision of the Ste. Genevieve Heritage Commission to replace 11 wood windows with vinyl clad windows at 263 Jefferson Street. Mr. Fisher explained that he bought the house to save and restore it as it was currently being used by squatters. His intentions are to completely renovate

the house. Mr. Fisher explained that the current windows are in really bad condition and explained that the current windows are not the original windows and the ones that he intends to replace the current ones with look more like the original 1930's windows. Mr. Fisher stated that he told the Heritage Commission that he would replace the front windows with wood ones and the rest with vinyl. Alderman Steiger made a motion to accept Mr. Fishers compromise and allow the wood windows in the front and the rest of the windows vinyl, the motion was seconded by Alderwoman Cleghorn. Motion carried 5-1-1-1 with the following roll call vote: Ayes: Alderwoman Cleghorn, Alderman Fahey, Alderman Bennett, Alderman Prince and Alderman Steiger. Nays: Alderman Raney Abstain: Alderman Donovan, Absent: Alderman Eydmann

Review & approval of bid from Donze Construction in an amount of \$30,711.00 for the Police Department Garage Repair. Discussion occurred regarding the one bid submitted by Donze Construction. A motion by Alderman Bennett, second by Alderman Raney to approve the bid of \$30,711.00 by Donze Construction for the garage repair at the Police Department. Motion carried 6-0-1-1 with Alderman Eydmann absent and Alderman Donovan abstaining.

Review & approval of a bid from Garrett Metal Detectors in an amount of \$6,000.00 for a walk through metal detector for the Boardroom. Discussion occurred regarding placing a metal detector in the back hallway that anyone entering the Boardroom must go through. No action was taken on this bid.

Approval of the quote from Schulte Supply in the amount of \$7,879.00 for an update to the meter reading software. A motion by Alderman Steiger, second by Alderman Raney to approve the quote from Schulte Supply in the amount of \$7879.00 for the updated to the City's meter reading software. Motion carried 7-0-1 with Alderman Eydmann absent.

BILL NO. 4599. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TODD FAULKNER TREE SERVICE FOR THE "TREE REMOVAL PROJECT" IN AN AMOUNT OF \$18,900.00. 1st & 2nd READING A motion by Alderman Steiger, second by Alderman Raney, Bill No. 4599 was placed on its first reading, read by title only, considered and passed by a 7-0-1 vote of the Board of Aldermen with Alderman Eydmann absent. A motion by Alderman Prince, second by Alderman Donovan to proceed with the second and final reading of Bill No. 4599. Motion carried 7-0-1 with Alderman Eydmann absent. A motion by Alderman Prince, second by Alderman Donovan, Bill No. 4599 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Bob Donovan, Alderwoman Kristi Cleghorn, Alderman Joe Steiger, Alderman Joe Prince, Alderman Eric Bennett, Alderman Patrick Fahey and Alderman Mike Raney. Nays: None. Absent: Alderman Jeff Eydmann. Motion carried 7-0-1. Thereupon Bill No. 4599 was declared Ordinance No. 4520 signed by the Mayor and attested by the City Clerk.

BILL NO. 4600. AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN A QUIT CLAIM DEED & TRANSFER OF PROPERTY TO TIMOTHY C. BAUMAN LIVING TRUST. 1st & 2nd READING. A motion by Alderman Prince, second by Alderman Steiger, Bill No. 4600 was placed on its first reading, read by title only, considered and passed by a 7-0-1 vote of the Board of Aldermen with Alderman Eydmann absent. A motion by Alderwoman

Cleghorn, second by Alderman Donovan to proceed with the second and final reading of Bill No. 4599. Motion carried 7-0-1 with Alderman Eydmann absent. A motion by Alderman Donovan, second by Alderman Steiger, Bill No. 4600 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Bob Donovan, Alderwoman Kristi Cleghorn, Alderman Joe Steiger, Alderman Joe Prince, Alderman Eric Bennett, Alderman Patrick Fahey and Alderman Mike Raney. Nays: None. Absent: Alderman Jeff Eydmann. Motion carried 7-0-1. Thereupon Bill No. 4600 was declared Ordinance No. 4521 signed by the Mayor and attested by the City Clerk.

BILL NO. 4601. AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR MARK BUCHHEIT THAT WILL ALLOW GUEST LODGING AT 342 S. GABOURI STREET. 1ST & 2ND READING. A motion by Alderman Prince, second by Alderman Donovan, Bill No. 4601 was placed on its first reading, read by title only, considered and passed by a 7-0-1 vote of the Board of Aldermen with Alderman Eydmann absent. A motion by Alderman Prince, second by Alderwoman Cleghorn to proceed with the second and final reading of Bill No. 4601. Motion carried 7-0-1 with Alderman Eydmann absent. A motion by Alderman Donovan, second by Alderman Bennett, Bill No. 4601 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Bob Donovan, Alderwoman Kristi Cleghorn, Alderman Joe Steiger, Alderman Joe Prince, Alderman Eric Bennett, Alderman Patrick Fahey and Alderman Mike Raney. Nays: None. Absent: Alderman Jeff Eydmann. Motion carried 7-0-1. Thereupon Bill No. 4601 was declared Ordinance No. 45212 signed by the Mayor and attested by the City Clerk.

OTHER BUSINESS. None.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. None.

ADJOURNMENT. With no further business the Mayor adjourned the meeting at 6:56 p.m.

Respectfully submitted by,

**Pam Meyer
City Clerk**

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
DECEMBER 14, 2023**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Brian Keim at 7:08 p.m. with the following members present:

Mayor Brian Keim	
Alderman Bob Donovan	Alderman Patrick Fahey
Alderman Mike Raney	Alderman Joe Prince
Alderman Joe Steiger	Alderman Eric Bennett
Alderwoman Kristi Cleghorn	

Absent: Alderman Jeff Eydmann

A motion by Alderman Steiger, second by Alderwoman Cleghorn to approve the work session agenda as presented. Motion carried 7-0-1 with Alderman Eydmann absent.

BUSINESS ITEMS.

MAJOR CASE SQUAD. Chief Crump has indicated that the City of Ste. Genevieve Police Department has been invited to participate with the Mineral Area Major Case Squad and he would like approval from the Board to be able to join. After discussion this will be brought back for approval as an ordinance at the next meeting.

TRASH COLLECTION UPDATE. Happy reported that he met with representatives from Republic Services to find out about truck weight and get an explanation from them. In a survey from the St. Louis Area City/County Managers Association the cost for contracted service ranges from \$11 to \$28 a month depending on what they have chosen to collect. After discussion the Board decided to do a show of hands on who would like to have move forward with pursuing one carrier and it was 2 in favor, 3 opposed 1 unsure and 1 absent.

PROGRESS PARKWAY PROPERTY PROPOSAL. A motion by Alderman Bennett, second by Alderman Prince to go into closed session pursuant to Section 610.021(2) Leasing, Purchasing, or sale of real estate. Motion carried 7-0-1 with the following roll call vote: Alderman Fahey, Alderwoman Cleghorn, Alderman Prince, Alderman Raney, Alderman

Donovan, Alderman Bennett and Alderman Steiger. Nays: None Absent: Alderman Eydmann. 7:40 p.m.

ANY OTHER BUSINESS. None.

With no further business the work session was adjourned at 9:27 p.m. by Mayor Keim.

Respectfully submitted by,

Pam Meyer
City Clerk

Staff Report

January 11, 2024

To: Board of Aldermen
From: Happy Welch
Re: Park Restroom



Issue:

The board approved allocating ARPA funds to cover the costs of replacing the aging restrooms at Pere Marquette Park. The total budget approved is \$160,000. Three years ago that would have allowed us to get 2 restrooms through the Missouri Cooperative Purchasing contract. However, costs for materials and delivery have increased and we have funds for only 1 Cortez style restroom. The plan is to replace the restroom by the big pavilion at a cost of \$86,818 plus foundation, plumbing and electrical costs.

The remainder of the money can go into an updated playground set and the EV charging station at Main St. Park.

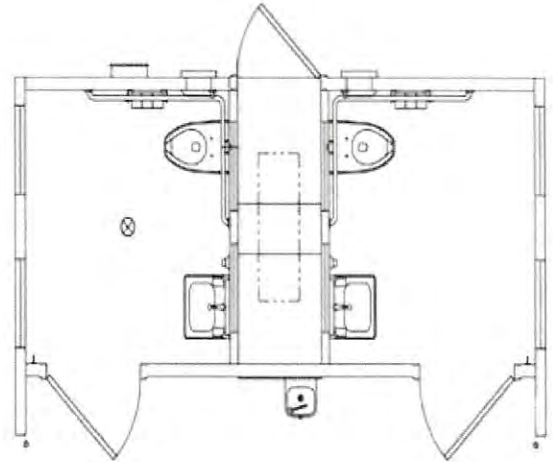
Recommendation:

Approve the CXT restroom at a total cost of \$86,818 that includes delivery and installation through the Missouri Cooperative Purchasing Program Contract #CC232673001.

FLUSH STYLE BUILDING

Cortez

Cortez double flush toilet building with standard simulated cedar shake roof and barnwood wall texture, three 16-gauge galvanized steel doors and frames, vitreous china plumbing fixtures (two lavatories, two water closets), two 3-roll toilet paper holders, two exhaust fans, three GFI outlets, three floor drains, two sis mirrors, ADA grab bars, ADA signs, one hose bib in chase area, and motion controlled interior lights and photo cell controlled exterior lights, crane, off loading and setting of the building on customer's prepared accessible site in the state of Missouri.

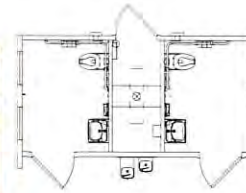


****Purchaser is responsible for all building permits required and site preparation.***

Sales contact: Rich Edwards | 262.321.1421 | redwards@lbfoster.com
Contract administration (after purchase): Zach Schneider | 509.892.3223 | zschneider@lbfoster.com
Form C.69

CORTEZ – 10' 3" X 17'

Cortez with chase has two single user fully accessible flush restrooms. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, interior and exterior lights, off loaded, and set up at site.



CXT
800.696.5766
cxtinc.com

*Base Price \$ 65,718.00

Optional Sections

Restroom* \$65,718.00 Qty: = \$0.00	Shower* \$79,479.00 Qty: = \$0.00
Family Assist Shower/Restroom Combo* \$76,680.00 Qty: = \$0.00	Storage \$60,840.00 Qty: = \$0.00
Concession* \$76,194.00 Qty: = \$0.00	

*Includes 4-gallon water heater. Total for Optional Sections \$ 0.00

Added Cost Options

	Price per unit	Click to select	
Final Connection to Utilities (per section)	\$ 5,000.00	<input type="checkbox"/>	0.00
Optional Wall Texture (per section)- choose one <input type="radio"/> Split Face Block (\$5,500) <input type="radio"/> Stone (\$7,000)	Reset Wall Texture		0.00
Optional Roof Texture (per section) <input type="checkbox"/> Ribbed Metal	\$ 5,500.00		0.00
Insulation and Heaters (per section)	\$ 19,500.00	<input type="checkbox"/>	0.00
Stainless Steel Water Closet (each) Qty:	\$ 1,750.00	<input type="checkbox"/>	0.00
Stainless Steel Lavatory (each) Qty:	\$ 1,500.00	<input type="checkbox"/>	0.00
Electric Hand Dryer (each) Qty:	\$ 700.00	<input type="checkbox"/>	0.00
Electronic Flush Valve (each) Qty:	\$ 1,500.00	<input type="checkbox"/>	0.00
Electronic Lavatory Faucet (each) Qty: 2	\$ 1,500.00	<input checked="" type="checkbox"/>	3,000.00
Paper Towel Dispenser (each) Qty:	\$ 350.00	<input type="checkbox"/>	0.00
Toilet Seat Cover Dispenser (each) Qty:	\$ 350.00	<input type="checkbox"/>	0.00
Sanitary Napkin Disposal Receptacle (each) Qty:	\$ 100.00	<input type="checkbox"/>	0.00
Baby Changing Table (each) Qty:	\$ 750.00	<input type="checkbox"/>	0.00
Skylight in Restroom (each) Qty:	\$ 1,600.00	<input type="checkbox"/>	0.00
Marine Grade Skylight in Restroom (each) Qty:	\$ 2,450.00	<input type="checkbox"/>	0.00
Marine Package (excluding fiberglass doors and frames) (per section)	\$ 2,350.00	<input type="checkbox"/>	0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt (each) Qty: 1	\$ 5,600.00	<input checked="" type="checkbox"/>	5,600.00
2K Anti-Graffiti Coating (per section)	\$ 4,000.00	<input type="checkbox"/>	0.00
Optional Door Closure (each) Qty: 2	\$ 700.00	<input checked="" type="checkbox"/>	1,400.00
Fiberglass Entry and Chase Doors and Frames (each) Qty:	\$ 3,300.00	<input type="checkbox"/>	0.00
Timed Electric Lock System (2 doors- does not include chase door) (each) Qty:	\$ 1,350.00	<input type="checkbox"/>	0.00
Exterior Frostproof Hose Bib with Box (each) Qty:	\$ 1,200.00	<input type="checkbox"/>	0.00
Total for Added Cost Options:			\$ 10,000.00
Custom Options:			\$
Engineering and State Fees:			\$ 3,000.00
Estimated One-Way Transportation Costs to Site (quote):			\$ 8,100.00
Estimated Tax:			\$
Total Cost per Unit Placed at Job Site:			\$ 86,818.00

Estimated monthly payment on 5 year lease **\$1,745.04**

Disclaimer: Please call to confirm selected sections are compatible.

This price quote is good for 60 days from date below, and is accurate and complete.

I accept this quote. Please process this order.

Company Name

CXT Sales Representative

Date

Company Representative

Date

Staff Report

January 11, 2024

To: Board of Aldermen
From: Happy Welch
Re: Cemetery Grass Cutting



Issue:

The City went out for bid for the lawn mowing and maintenance services for Memorial Cemetery and Crestlawn Cemetery. We notified 3 local contractors about the bid opening and placed an ad in the Wednesday, November 1, 2023 edition of The Herald newspaper.

We had a mandatory pre-bid meeting on November 13 with bids due December 13.

Only one bid was received:

K&J Landscaping - \$16,800/year for 3 years

During the past 3 year contract we did not receive any complaints until the Labor Day weekend of 2023 with the complaint that the grass cutting was not done in time for the holiday weekend and that it was not being done well. The issue was corrected but the interaction between the contractor and a relative of the deceased was emotional with the relative visiting with me at city hall.

Recommendation:

Outside of this one bad interaction, the cemeteries have been maintained to contractual requirements and we recommend approval.

Cemetery Grass Cutting BID OPENING

12/13/2023

Name	Address	Bid Amount
K & J Landscaping		\$16,800 per yr. 3 yr - \$50,400

Those present for the bid:

Harry Welch
Pam Meyer

BILL NO. 4602

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A THREE YEAR CONTRACT FOR THE PROVISION OF CEMETERY LAWN MOWING AND MAINTENANCE SERVICES WITH K & J LANDSCAPING OF STE. GENEVIEVE, MISSOURI IN AN AMOUNT NOT TO EXCEED FIFTY THOUSAND FOUR HUNDRED DOLLARS (\$50,400.00) OVER 3 YEARS.

WHEREAS, the City of Ste. Genevieve requested bids from qualified contractors for lawn mowing and maintenance services to be performed in accordance with the “**Instructions to Bidders**” Document (Exhibit “A”) for Crestlawn Cemetery located on Highway “M” and Memorial Cemetery, located at 5th and Market Street; and

WHEREAS, request for bids were published in a paper of public record, a mandatory meeting was held on November 13, 2023 and was attended by K&J Landscaping (“K&J”); and

WHEREAS, bids were publically opened in the board room at 3:00 p.m. on December 13, 2023 with K&J the only qualified bid; and

WHEREAS, the contractor has submitted a responsive and desirable bid to perform lawn mowing and maintenance service for Crestlawn and Memorial Cemeteries (Exhibit “B”) and the 2024 City Budget for line item 27-27-7065 Contract Labor has sufficient funding to carry out the goals of the proposed contract in an amount not to exceed \$16,800.00.

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

SECTION ONE. The Mayor of the City of Ste. Genevieve is hereby authorized and directed by the Board of Aldermen to execute and enter into a contract with K & J Landscaping of Ste. Genevieve, Missouri in substantially the form attached as Exhibit “C” and incorporated herein by reference, the contract total for 3 years for a sum of fifty thousand four hundred dollars (\$50,400).

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

SECTION THREE. All ordinances and parts of ordinances 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 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 _____, 2024 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

- ALDERMAN PATRICK FAHEY**
- ALDERWOMAN KRISTI CLEGHORN**
- ALDERMAN BOB DONOVAN**
- ALDERMAN ERIC BENNETT**
- ALDERMAN JEF EYDMANN**
- ALDERMAN MIKE RANEY**
- ALDERMAN JOE PRINCE**
- ALDERMAN JOE STEIGER**

____ 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, MISSOURI
Cemetery Mowing Maintenance
INSTRUCTIONS TO BIDDERS

For lawn mowing and maintenance services in the Crestlawn and Memorial Cemeteries ("Cemetery Maintenance") in the City of Ste. Genevieve, Missouri.

1. General

- A. The Bid Documents are on file at the Ste. Genevieve temporary City Hall, 44 Plaza Dr., Ste. Genevieve, Missouri 63670.
- B. Bid due date is **Wednesday December 15, 2023, at 10:00 a.m. (CST)**. A *mandatory* pre-bid meeting will be Monday, November 13, 2023 at 10:00 a.m. starting at Memorial Cemetery.
- C. City is accepting bids for the Maintenance based upon a contract term of three (3) years.

2. Scope of the Maintenance

- A. The Maintenance shall consist generally of lawn mowing and maintenance at Crestlawn Cemetery, (including the new addition) located on Highway M and lawn mowing and maintenance at Memorial Cemetery, located at the northwest corner of 5th and Market Streets in the City of Ste. Genevieve including the grass areas outside the fence of Memorial Cemetery bordered by Jefferson, 5th, Market, and 6th streets.
- B. The Contractor shall perform the Maintenance in said cemeteries on a regular basis and at such times so that the height of the grass is three to five (3-5) inches. The Contractor shall inspect said cemeteries on a regular and frequent basis for the presence of tree limbs and debris and to remove such items when present. If the grass is not so maintained, the City may, without notice to Contractor, contract with others for the necessary work and charge Contractor two hundred percent (200%) of the City's cost.
- C. The Maintenance shall consist of, but not necessarily be limited to:
 - (1) Grass mowing, including trimming around grave markers, fences, etc. Power mowers shall not be used within 12 inches of tombstones, markers, monuments or the trunks of trees and shrubs. Turf within these 12 inches shall be maintained with a filament line trimmer. The cemetery's stones will be trimmed every other mowing during the growing season. Care shall be taken not to damage stones;
 - (2) Collection and disposal of fallen tree limbs (less than 4" in diameter) and branches at the time of mowing and dispose of same at the City's leaf and limb disposal area; the Contractor shall notify the City of Ste. Genevieve Street Department if a limb greater than 4" in diameter falls in the Cemetery.

- (3) Collection and disposal of non-organic trash and debris and dispose of these in the City's trash container located at 590 Market Street. (Street Shed)
- (4) Collection and disposal of dead flowers and related grave decorations and dispose of in the City's trash container located at 590 Market Street. (Street Shed)
- D. Contractor shall perform mowing and related activities so that the cemeteries shall have an attractive appearance on **Memorial Day, Independence Day, Labor Day, Déjà vu Event, and Veterans Day.**
- E. Contractor shall be responsible for replacement of trees and shrubs which die because of actions of the Contractor.
- F. Contractor shall keep pathways, walkways, entrances, and seating area free of plant growth and debris from grass mowing. Chemical plant killers used to control weed growth in these areas must be approved by the City prior to use.
- G. Contractor shall keep the maintenance gate located on Jefferson at Memorial Cemetery locked when not performing maintenance.
- H. Contractor will be responsible for damage to tombstones caused by the carelessness of the Contractor.
- I. Contractor shall exercise care during mowing to prevent excessive ruts and shall fill in any ruts greater than 3" deep with garden soil and re-seed the area.
- J. No burning of debris, trash, grass clippings, or limbs is allowed at the cemeteries.

3. Bid Proposals

- A. Sealed bid proposals will be received in accordance with the Notice to Contractors.
- B. Bids shall be submitted on the accompanying Bid Proposal forms. Bids shall be sealed in an envelope labeled "CEMETERY BID".
- C. No bid shall be withdrawn after the opening of bids. Any bidder may withdraw a bid personally or by written request at any time prior to the closing time for the acceptance of bids.

4. Bidder Disqualifications

No contract will be awarded by the City of Ste. Genevieve to any person, firm or corporation: (i) who has been delinquent or unfaithful in any former contract with the City of Ste. Genevieve; (ii) who has defaulted

as surety or otherwise upon any contractual monetary obligation to the City of Ste. Genevieve; or (iii) who is not authorized to do business in the State of Missouri.

5. Right to Reject Bids

The City of Ste. Genevieve intends to award a contract based on the bid that, in the City of Ste. Genevieve's sole discretion, best meets the interests and requirements of the City. The City of Ste. Genevieve reserves the right in the City's sole discretion to reject any and all bids, to waive technicalities or deficiencies in any or all bids, and to award a contract to other than the bidder submitting the lowest responsible cost bid proposal. The City of Ste. Genevieve reserves the right not to open a sole bid.

6. Insurance

The Contractor shall obtain and maintain during the term of the Maintenance and the City-Contractor Agreement the insurance coverage's set forth in this paragraph. Insurance policies providing required coverage's shall be with companies licensed to do business in the State of Missouri and rated AA by Best or equivalent. All costs of obtaining and maintaining insurance coverage's shall be included in the bid and no additional payment will be made therefore by the City of Ste. Genevieve.

Minimum coverage's and amounts:

For all claims arising out of a single accident or occurrence \$2,000,000.00

For anyone person in a single accident or occurrence \$300,000.00

In addition, the Contractor and all subcontractors shall provide Worker's Compensation Insurance in at least statutory amounts for all workers employed for the Maintenance.

Before commencing any work, the Contractor shall provide to the City of Ste. Genevieve certificates of insurance evidencing the issuance and maintenance in force of the coverage's required by this paragraph. Each such certificate shall show the City of Ste. Genevieve as an additional insured and shall bear an endorsement precluding cancellation of or change in coverage without at least thirty (30) days written notice to the City of Ste. Genevieve.

7. Award of Contract

Except in cases where the City of Ste. Genevieve exercises the right to reject any or all bids, the City of Ste. Genevieve will award a contract for the Maintenance as soon as practicable after closing of the time for accepting bids, to the bidder who has submitted the lowest responsible bid which complies in all respects with requirements of Section 140.180 of the Municipal Code and the Bid Documents.

8. Payment

A. The City shall pay the Contractor during every year during the contract term in seven (7) equal installments per year (April through October), not to exceed the total price shown on the bidder's Proposal.

9. Special Sales Tax Provisions

The City of Ste. Genevieve is exempt from sales tax requirements. Accordingly, Contractors shall not include sales tax in bid proposal amounts.

10. All work must meet the specifications of this agreement.

The City's Cemetery Representative shall be the final authority on acceptance, as well as any damage to cemetery property, markers, monuments, fences, etc. caused by the Contractor.

BID PROPOSAL

Project: Lawn mowing and maintenance services in the Crestlawn and Memorial Cemeteries in the City of Ste. Genevieve.

K and J Landscaping; a
(Name of Bidder)

- (check one) corporation organized and existing under the laws of the State of _____.
- _____ partnership
- individual doing business as K and J Landscaping
- other (specify) _____

(hereinafter, the "Bidder"), having carefully examined the Bid Documents, which Bid Documents are hereby made a part of this Bid Proposal, hereby propose and agree to furnish all equipment, machinery, tools and materials, and to perform all Maintenance and furnish all the materials specified in the contract Documents in the manner and time therein prescribed.

The amount of my bid for the project is:

(April - Oct)
 Three Year Contract $\$2400 \text{ a month} \times 7^{\text{months}} = 16,800 \text{ per year}$
 3 year contract = \$50,400

Statement of Bidder Qualifications:

All questions must be answered and the date given must be Clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

(a) How long have you operated a lawn mowing business?

10 years - 11 years in Feb of 2024

(b) List your major equipment to be used in the performance of this contract?

61 in skag mower (zero turn)

60 in skag mower (zero turn)

48 in skag walk behind

(c) Have you ever failed to complete any work awarded to you? If so, please give details.

NO

(d) Please list the names, addresses and telephone numbers of persons who are familiar with your lawn mowing or yard maintenance work.

- 1. Frank Rolfe 573-880-0437 (old school academy)
mowing and yard maintenance
- 2. Larry + Pinky Daigre 573-883-9066 (mowing + yard maintenance)
1109 Valle Springs Trail Ste. Gen, Mo 63670
- 3. St. Mary's Catholic Church (mowing)
St. Marys, Mo 573-883-0558

If notified by the City of Ste. Genevieve in writing of the acceptance of this bid proposal, the bidder agrees to execute the City Contractor Agreement to perform the Maintenance for above stated compensation.

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS BID IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT I HAVE BEEN PROVIDED WITH A COPY OF THE CONTRACT DOCUMENTS AND THAT I HAVE THOROUGHLY READ SUCH DOCUMENTS AND AGREE TO THE REQUIREMENTS CONTAINED THEREIN.

K and J Landscaping
Jennifer Schmidt BIDDER
(Legal Name of Person, Firm or Corporation)

Jennifer Schmidt Signature of Authorized Representative
11/10/2023 Date

Attested by:

Jennifer Schmidt
Printed Name

owner
Title

355 Saint Marys Road
Bidders Street Address

573 535-1331
Bidders Telephone Number

Ste. Genevieve, Mo 63670
City, State, Zip

jschmidt0216@icloud.com
Bidders Email Address

Effective January 1, 2009, and pursuant to the State of Missouri's RSMo 285.530 (1), no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Ste. Genevieve, MO) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a **federal work authorization program** with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted serves. [RSMo 285.530 (2)]

RSMo 285.530 pertains to all solicitations for services over \$5,000. RSMo 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMo 285.530 applies if the services portion of the solicitation is over \$5,000.

AFFIDAVIT OF PARTICIPATION IN FEDERAL WORK AUTHORIZATION PROGRAM

Comes now Jennifer Schmitts owner first being duly sworn, on my
(Name) (office held)
 oath, affirm Kand J Landscaping is enrolled and will continue to participate in a federal
(company name)
 work authorization program in respect to employees that will work in connection with the contracted services related to the services being provided to the City of Ste. Genevieve for the duration of the contract, if awarded, in accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that Kand J Landscaping does not and will not
(company name)
 knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded.

Attached to this affidavit is documentation of Kand J Landscaping
(company name)
 participation in a federal work authorization program.

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIAPTES IN FEDERAL WORK AUTHORIZATION PROGRAM, such as EVerify)

1/25/2024

CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this day of _____, 20__ by and between K&J Lawncare, (hereafter called "Contractor"), a sole proprietorship located at 355 St. Mary's Road, Ste. Genevieve, MO 63670, and the CITY OF STE. GENEVIEVE, a municipal corporation (hereinafter called "City") for lawn mowing and maintenance services in the Crestlawn and Memorial Cemeteries (the "maintenance") in the City of Ste. Genevieve, Missouri.

WITNESSETH, that the Contractor and the City for the consideration hereinafter named agree as follows:

Contract Documents. This City-Contractor Agreement (the "Agreement") shall consist of:

- a) the Notice to Contractors, the Instructions to Bidders, the Bid Proposal form, the proposed City-Contractor Agreement, and any Exhibits;
- b) the Bid Proposal of the Contractor dated December 13, 2023 (the "Proposal"); and
- c) This City-Contractor Agreement and exhibits attached thereto (all the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).
- d) workers eligibility verification affidavit

Term. The effective date of the agreement shall be the date stated above and this contract shall remain in full force and effect, subject to annual appropriation by the Board of Aldermen of the City, until October 31, 2026 unless terminated earlier in accordance with this agreement.

Labor and Materials. The contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Maintenance in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed.

Time of Completion. Contractor shall commence work under this Agreement upon receipt of written notice from the City to proceed and shall fully complete all items of the Maintenance within the time set forth in the Contract Documents.

Payment. The City shall pay the Contractor in accordance with the Agreement for all the work included in and completed according to this Agreement, as determined by the City, at the price shown on the proposal. The City will issue the Contractor a check in the amount of \$2,400 monthly starting in April and ending in October of each year. The City reserves the right to withhold payment for any work not in conformity with this agreement.

Compliance with Federal, State and Local Law. The Contractor shall comply with all federal, state, and municipal law requirements for performance under this Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties.

Taxes. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City.

Other Representations, Warranties and Other Covenants by the Contractor. The Contractor represents and warrants that it has been engaged in such work as required by this Agreement and

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has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform this Agreement. The Contractor further represents and warrants that it is an equal opportunity employer.

The Contractor agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City. If necessary, during periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as deemed necessary or as directed.

Amendment; Waiver. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

- a) **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 City:
- b) **Commercial General Liability Insurance:** Contractor shall obtain and maintain Commercial General Liability Insurance on an occurrence form for the hazards of (i) premises and construction operations, (ii) subcontractors and independent contractors, (iii) products and completed operations (with completed operations to remain in force for two years following project completion), (iv) explosion and collapse, (v) contractual liability, and (vi) without exclusion(s) or endorsement(s) that limits insurance protection for work performed under this agreement, such as Residential Construction Exclusion. Minimum limits of \$1,000,000 per occurrence, \$1,000,000 general aggregate and \$1,000,000 products/completed operations aggregate will be maintained including a per project aggregate endorsement.
- c) **Automobile Liability Insurance:** Contractor shall maintain Automobile Liability insurance covering all owned, non-owned and hired automobiles used in conjunction with the services or other work hereunder and shall have minimum bodily injury and property damage combined single limit of \$1,000,000 any one accident or loss.
- d) **Workers Compensation and Employers Liability Insurance:** Contractor shall maintain Workers Compensation Insurance to cover the statutory limits of the Workers Compensation laws of the state in which any work is to be performed and when applicable to Federal Laws, Voluntary Compensation and Employers Liability (including occupational disease) coverage with limits not less than:

For all claims arising out of a single accident or occurrence \$ 2,000,000.00

For any one person in a single accident or occurrence \$ 300,000.00

- e) **Waiver of Subrogation:** All insurance policies (except Professional Liability), including property, builder's risk, installation floater and contractors equipment, shall include a waiver of any right of subrogation of the insurers against CITY and its assigns, subsidiaries and affiliates where allowed by state statute.

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- f) **Additional Insured:** Contractor furnished insurance (except Workers Compensation and Professional Liability) shall name CITY and all its employees, board members, volunteers, members, assigns, subsidiaries and affiliates as, additional insured as their respective interests may appear including products and completed operations.
- g) **Primary and Non-Contributory Insurance:** All coverage for Additional Insured(s) shall be written
on a primary basis, without contribution from CITY's coverage.
- h) **Sub-subcontractor's Insurance:** Contractor shall require all those sub-subcontractors providing equipment, materials or services directly to Contractor in connection with this Contract to obtain, maintain and keep in force coverage in accordance with the insurance requirements set forth herein during the time they are involved in performance of services or other work here under. Contractor shall obtain certificates of insurance evidencing such coverage and provide CITY with such certificates. Contractor shall not be excused from its obligations to cause such subcontractor to meet the insurance coverage requirements set forth under this section unless Contractor shall have obtained in writing from CITY a waiver, which shall be effective only as to such requirements and for such sub-subcontractor specifically identified therein.
- i) **Certificates of Insurance:** Certificates of insurance acceptable to CITY shall be filed with CITY prior to commencement of the Work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been give CITY. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or Exclusion(s) that remove protection for work performed, shall be furnished by the Sub-contractor with reasonable promptness.

Hold Harmless Agreement.

To the fullest extent permitted by law, the Contractor shall Indemnify and hold harmless the CITY, its agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Contractor's Work under the Contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction to tangible property (other than the work itself), but only to the extent caused by the negligent act or omissions of the Contractor, the Contractor's Subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exists as to a party or person described in this Section.

In claims against any person or entity indemnified under this Section by an employee of the Contractor, the Contractors - Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under the above

1/25/2024

paragraph shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or the Contractor's Subcontractors under worker's compensation act, disability benefit acts or other employee benefit acts.

Breach. The breach by Contractor of any of the covenants, obligations or conditions hereunder, or the failure of the Contractor to provide timely service hereunder, shall constitute a default under this Agreement. In the event the City determines that the Contractor is in default hereunder, the City shall notify the Contractor in writing of the facts relied upon as constituting such a default. If in default, the Contractor shall have ten (10) days after notice of such default is given in which to correct such default. If the default is not corrected, the City may terminate this Agreement immediately by giving notice thereof to the Contractor.

If either party institutes any action or proceeding against the other relating to the provisions of this Agreement the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable expenses of attorney fees and litigation expenses incurred by the successful party.

State Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.

Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

Counterparts. This agreement may be executed in one or more counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF STE. GENEVIEVE

CONTRACTOR NAME

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM:

City Attorney, Mark Bishop

Staff Report

January 11, 2024



To: Board of Aldermen
From: Happy Welch
Re: Jefferson Change Order #1

Issue:

On December 18 I emailed the board advising you of a problem with the ditch/sidewalk project on Jefferson St. Cochran Engineering determined the waterway needed to increase in size due to the water coming into it from additional stormwater pipes that were not visible until after demolition.

Change Order #1 was recommended by Cochran for \$8,138.00 after an onsite visit and construction plan changes. Due to the length of time until the next meeting and the upcoming holidays I approved to move forward in hopes of completing the work before or in between the holidays. That did not happen due to a delay with the manufacturer of the epoxy coated rebar.

Work resumed on January 4, 2024 and was completed.

Recommendation:

Approve after the fact Change Order #1 for the Jefferson Street Sidewalk/Stormwater project.

BILL NO. 4603

ORDINANCE NO.

AN ORDINANCE APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH JOKERST, INC. OF STE. GENEVIEVE, MISSOURI ON THE "JEFFERSON STREET SIDEWALK IMPROVEMENTS PROJECT" IN AN AMOUNT OF EIGHT THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS (\$8,138.00).

WHEREAS, the City has issued an original contract with Jokerst, Inc. for the "Jefferson Street Sidewalk Improvements Project" in an amount of \$66,530.00; and

WHEREAS, there is a need to consider change order No.1 (attached as exhibit "A") for an issue with the waterway needing to be increased in size due to the size of the existing stormwater pipes that were not visible until after demolition; and

WHEREAS, the cost of the change order (No. 1) is \$8,138.00, making the total cost for the project \$74,668.00.

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

SECTION 1: An ordinance approving Change Order No. 1 to the contract with Jokerst, Inc. of Ste. Genevieve, Missouri for the Jefferson Street Sidewalk Improvements Project in an amount of eight thousand one hundred thirty-eight dollars (\$8,138.00). The Board of Aldermen hereby approves Change Order No. 1 (Exhibit "A") to the Jefferson Street Sidewalk Improvements Project as attached hereto and made a part of this Ordinance.

SECTION 2: EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

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

SECTION 4. SEVERABILITY. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any 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 THIS ____ DAY OF _____, 20____ BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

- ALDERWOMAN KRISTI CLEGHORN
- ALDERMAN PATRICK FAHEY
- ALDERMAN BOB 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

JOKERST, INC.
 16444 Highway 32
 Ste. Genevieve, MO 63670
 (573) 883-7401 * Fax (573) 883-7403
jokerstinc@yahoo.com

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO: COCHRAN ENGINEERING	PHONE: 314-842-4033	DATE: 12/18/23
STREET: 737 RUDDER RD	JOB NAME: Jefferson St. Sidewalk & Stormwater Replacement	
CITY, STATE, ZIP CODE: FENTON, MO 63026	JOB LOCATION: JEFFERSON ST.	CELL:
ATTN: ADAM JONES	FAX:	EMAIL: ajones@cochraneng.com

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

CHANGE ORDER #1

Additional cost to make flume 24" deep versus 8" deep

Additional concrete: 15 yards of 6 sack concrete at \$172.00 per yard
 Cost: \$2580.00

Additional rebar: 150 sticks of epoxy rebar at \$11.72 per stick
 Cost: \$1758.00

Additional labor hours to set wall forms and additional rebar: 24 hours for a 4 man crew at \$39.50 per man
 Cost: \$3800.00

TOTAL = \$8,138.00

JOKERST, INC. APPRECIATES THE OPPORTUNITY TO PROVIDE THIS QUOTE!!

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

dollars (\$) _____)

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized
 Signature Todd Weiler

Note: This proposal may be
 withdrawn by us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance 12/18/2023

Signature _____

Staff Report

January 11, 2024

To: Board of Aldermen
From: Happy Welch
Re: Municipal Advisors



Issue:

As we look to finance some future infrastructure expenses, I recommend we engage with a company to be Municipal Advisors who are separate from the bonding agencies and act on our fiduciary behalf when placing the bonds for purchase. The board can give direction to the advisor if there are certain institutions you would like the bonds to be presented first.

I have worked well with McLiney and Company in the past and recommend they represent the City and give guidance as to the best way to finance improvements.

Until we sign an agreement their advice will be limited and has to be generic in nature like the first time we had them out to discuss financing options.

Recommendation:

Approve agreement with McLiney and Company to act as Municipal Advisors for the City.

BILL NO. 4604

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A AGREEMENT WITH MCLINEY AND COMPANY AS MUNICIPAL ADVISORS FOR THE CITY OF STE. GENEVIEVE

WHEREAS, the City of Ste. Genevieve (“City”) has a need to enter into an agreement with a professional company to provide services related to the development and implementation of a debt and/or lease management plan; and

WHEREAS, McLiney and Company Municipal Advisory Team is able to perform professional services in the capacity of Municipal Advisors for the City; and

WHEREAS, the Board of Aldermen believe it to be in the best interest to enter into the attached Municipal Advisory Agreement with Mcliney And Company (Exhibit A”).

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 authorize and direct the City Administrator to enter into the attached agreement (Exhibit “A”) as incorporated herein by reference and made a part of this ordinance with the McLiney And Company.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

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

SECTION 4. SEVERABILITY. The invalidity of any section, sentence or provision of this ordinance shall not affect the validity of any 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 _____, 2024.

VOTE

**ALDERWOMAN KRISTI CLEGHORN
ALDERMAN PATRICK FAHEY
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN MIKE RANEY
ALDERMAN JEFF EYDMANN
ALDERMAN JOE PRINCE
ALDERMAN JOE STEIGER**

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

Approved As To Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed By:

Pam Meyer, City Clerk

Happy Welch, City Administrator

**MUNICIPAL ADVISORY AGREEMENT**

Mayor & Council
City of Ste. Genevieve
165 S. 4th Street
Ste. Genevieve, MO 63670

January 11, 2024

Dear Mayor & Council

1. McLiney And Company, a division of SAMCO Capital Markets Inc., understands that the City, from time to time, will consider the issuance of debt or lease obligations and that in connection with the authorization, issuance, sale, and delivery of such obligations you desire the McLiney And Company Municipal Advisory Team to perform professional services in the capacity of Municipal Advisors for the City.
2. We agree to provide all services related to the development and implementation of a debt and/or lease management plan. These services include, but are not limited to, the structuring of a bond model, the formulation of a bond program, the analysis and completion of refunding programs (if any), consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services will also include communicating and coordinating with other professionals involved in bond transactions and related services (e.g., bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance include servicing as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt or lease obligations.
3. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any expenses associated with the issuance of the obligations or the expenses of any litigation if such would occur.
4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the City is to pay a cash fee for such professional services in accordance with the fee schedule set forth on the following page. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at \$3,000.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue							\$5,000
Plus \$12.50	per \$1,000 next	\$500,000	or	\$11,250	for	\$500,000	Bonds
Plus \$10.00	per \$1,000 next	\$500,000	or	\$16,250	for	\$1,000,000	Bonds
Plus \$6.00	per \$1,000 next	\$1,500,000	or	\$25,250	for	\$2,500,000	Bonds
Plus \$5.00	per \$1,000 next	\$2,500,000	or	\$37,750	for	\$5,000,000	Bonds
Plus \$3.50	per \$1,000 next	\$5,000,000	or	\$55,250	for	\$10,000,000	Bonds
Plus \$2.00	per \$1,000	thereafter					

Fees for Refunding Bonds, Revenue Bonds, Lease Purchases, Certificates of Participation, or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments *involving Escrow Agreements*, it is understood and agreed that our fee will be the fee schedule set out above plus 10%.

For special assessment bonds, (CIDs, TDDs, etc.), Economic Development Bonds, hospital revenue bonds/leases, Tax Increment Finance (TIF) bonds, or Direct Placement Bonds, the cost will be the greater of 2.00% of bonds issued or the schedule above.

At the request of the municipality, we will assist in investing funds of the municipality, including, but not limited to, general funds, proceeds from the municipal bond transaction including construction funds, debt service reserve accounts, capitalized interest accounts. The fee for this will not exceed nine (9) basis points.

McLiney And Company will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the Bond Attorneys, preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

5. This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

By: Edward McLiney
Senior Managing Director

ACCEPTANCE

ACCEPTED and Adopted by, on this date, _____, 2024

Authorized Signature

Witness

Staff Report

January 11, 2025



To: Board of Aldermen
From: Happy Welch
Re: Major Case Squad Ordinance

Issue:

The City of Ste. Genevieve has been invited to participate with the Mineral Area Major Case Squad and the Chief is requesting the board approve an ordinance to allow the City to join.

Included is a proposed ordinance adding Section 200.100 to the Municipal Code Book.

Recommendation:

Approve the ordinance joining the Mineral Area Major Case Squad.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AMENDING CHAPTER 200 POLICE DEPARTMENT OF THE STE. GENEVIEVE MUNICIPAL CODE OF ORDINANCES BY ADDING SECTION 200.100 – MINERAL AREA MAJOR CASE SQUAD.

WHEREAS, the Board of Aldermen (the “Board”) have discussed the opportunity for the Ste. Genevieve Police Department to join the Mineral Area Major Case Squad; and

WHEREAS, the Chief of Police believes it to be in the best interest of the City to become a member of the Mineral Area Major Case Squad.

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

SECTION 1. CHAPTER 200 – POLICE DEPARTMENT; SECTION 200.100 IS HEREBY ADDED AS FOLLOWS:

SECTION 200.100 MINERAL AREA MAJOR CASE SQUAD

- A. The police department is authorized to cooperate with such law enforcement agencies in the southeast Missouri area as members of the Mineral Area Major Case Squad, and made up of specially trained law enforcement officers from law enforcement agencies in the southeast Missouri area for the purpose of providing investigative resources to its member law enforcement agencies where necessary to effect an expedient solution to more serious crimes, including murder, aggravated assault, robbery, rape, burglary or other crimes of a magnitude to constitute a community threat; for the purpose of providing assistance in the intensive professional investigation of such crimes under such circumstances and subject to such guidelines as are designated by the Mineral Area Major Case Squad, subject to the provisions of section 70.835, RSMo. 1986; and provided, that the governing body of the particular political subdivision where the crime under investigation occurred has by order, in the case of a county or by ordinance, in the case of a city, entered into such a cooperative agreement with the Mineral Area Major Case Squad.
- B. The city members of the major case squad shall be designated by the Chief of Police and may be removed by him at any time. At no time shall the Chief of police allow the operations of the major case squad to leave the city with inadequate police protection.
- C. No member of the major case squad shall be considered an employee of the city for any purpose unless they are members of the regular city police force.

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.

SECTION 4. SEVERABILITY: The invalidity of any section, clause, sentence or provision of this ordinance shall be given effect without such invalid part or parts.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED THIS ___ DAY OF _____, 2024 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

- ALDERMAN PATRICK FAHEY**
- 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