

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – MARCH 14, 2024
165 S. FOURTH STREET
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLIGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

- Jimmie Donze, Municipal Band President will present the Annual Report for the Ste. Genevieve Municipal Band.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- Aaron Smith – Tourism Director
- David Bova – Community Development Administrator
- Kenny Steiger – Fire Chief

PUBLIC COMMENTS.

PUBLIC HEARING.

The Mayor & Board of Aldermen will hold a public hearing to consider a request from Bethany Noble for a special use permit that will allow guest lodging at 105 N. Second Street in an R-2 Residential District.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – February 22, 2024
- Minutes – Board of Alderman – Work Session – February 22, 2024

- Board of Aldermen Work Session – Closed Session – February 22, 2024
- **RESOLUTION 2024-20.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH MARK E. TRAUTWEIN TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2024-21.** A RESOLUTION BY THE BOARD OF ALDERMEN APPROVING THE PURCHASE OF SIX HANDHELD RADIOS AND THREE MOBILE REPEATERS FOR THE FIRE DEPARTMENT FROM MOTOROLA INC. THROUGH WIRELESS USA IN AN AMOUNT NOT TO EXCEED \$72,187.28.
- **STREET CLOSURE REQUEST** – The City of Ste. Genevieve is requesting a street closure for the 2024 S & G Gravel Classic Bike Race for Saturday, April 27, 2024, from 5 a.m. to 5 p.m. The closure will include Main Street from Merchant to Washington.
- **STREET CLOSURE REQUEST** – The Foundation for Restoration of Ste. Genevieve is requesting a street closure on behalf of the Sons of the American Revolution for an event that will be held on Sunday, May 26, 2024, from 12:30 p.m. to 2:00 p.m. The closure will include Merchant from the West side of Fourth Street to Memorial Cemetery, Fifth Street from Market to the North Side of Memorial Cemetery Gate.
- **STREET CLOSURE REQUEST** – The City of Ste. Genevieve is requesting a street closure for the “Eclipse Jamfest” that will be held on Sunday, April 7, 2024, from 6:00 a.m. to 11:00 p.m. The closure will include Third Street between Market Street & Merchant Street and Merchant Street between Third Street and Fourth Street.
- **STREET CLOSURE REQUEST** – The French Colonial America is requesting a street closure for the “Eclipse” on Monday, April 8, 2024, from 10:30 a.m. to 3:30 p.m. The closure will include Market Street between Second Street and Main Street.

OLD BUSINESS.

BILL NO. 4606. AN ORDINANCE AMENDING SECTION 200.015 CHIEF OF POLICE – APPOINTMENT – TERM – SALARY – REMOVAL. **1st READING.**

BILL NO. 4607. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.040 USER CHARGE RATES SUBSECTIONS A. & B. BY REVISING THE WATER USE CHARGES. **2ND READING.**

BILL NO. 4608. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.140 SEWER CHARGES AND BILLING, SUBSECTION “D” BY REVISING THE SEWER USE CHARGES. **2ND READING.**

NEW BUSINESS.

APPROVAL OF THE LOW BID FROM KLUESNER CONSTRUCTION IN THE AMOUNT OF \$63,063.80 FOR THE MARQUETTE PARK TRAIL REHABILITATION PROJECT.

DISCUSSION OF LOW BID OF STAAT TUCKPOINTING IN THE AMOUNT OF \$29,680.00 FOR THE 58 S MAIN STREET REPOINTING AND MASONRY REPAIR PROJECT.

BILL NO. 4609. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOKERST PAVING FOR THE “N. 4TH STREET DRAINAGE/PAVING IMPROVEMENTS PROJECT” IN AN AMOUNT OF \$132,295.00. **1ST READING.**

BILL NO. 4610. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE MUNICIPAL BAND. **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: Sue Schweiss
March 11, 2024*

Ste. Genevieve Municipal Band

2023 Financial Statement

January 1, 2023 - December 31, 2023

Balance January 1, 2023 \$68,101.76

2022 Deferred Expense:

Total 2022 Amount Deferred \$3,819.69 \$71,921.45

Outstanding checks paid (\$3,168.69) \$68,752.76

(#3357, #3373, #3392, #3393, #3397, #3398, #3334)

ck #3306, #3347 voided for stale date \$651.00

Income:

1/9 City of Ste. Genevieve Grant Prog. Pmt from 2022 \$800.00

5/12 City of Ste. Genevieve Grant Prog. \$1,000.00

5/12 City of Ste. Genevieve \$14,250.00

6/30 City of Ste. Genevieve \$14,250.00

7/14 City of Ste. Genevieve \$14,250.00

7/28 City of Ste. Genevieve Grant Prog. \$1,500.00

First Comm State Bank - interest total 2023 \$40.75

Total 2023 Income: \$46,090.75

\$114,843.51

Expenses:

Personnel:

Regular Season, incl. Longevity & Misc. \$25,862.00

German Band \$3,519.00

Wind Ensemble \$3,754.00

Total Personnel Expense \$33,135.00

Musical Supplies:

5/18 JW Pepper - musical scores \$300.16

8/15 JW Pepper - musical scores \$62.54

11/13 JW Pepper - musical scores \$158.41

Office Supplies:

5/18 U.S. Postal Service - box rental \$78.00

11/30	James Baker, reimb Office Max, envelopes	\$71.63
8/29	Deluxe Small Business check order	\$403.94
9/8	U.S. Postal Service - postage	\$52.80

Musical Equipment:

5/28	Tony Nowell - instrument repair	\$58.00
4/26		

Contract Performances & Grants:

5/28	French Heritage Festival - Spring '23 grant	\$500.00
5/28	SG County Fair Board - Spring '23 grant	\$500.00
8/15	Music, Art, Love - Summer '23 grant	\$350.00
8/15	Jour de Fete - Summer '23 grant	\$500.00
8/15	Ste. Genevieve Lion's - Summer '23 grant	\$250.00
9/17	Ste. Genevieve Octoberfest - Fall '23 grant	\$400.00
11/30	Ste. Genevieve Holiday - Fall '23 grant	\$2,000.00

Insurance:

5/18	UFG Insurance	\$400.00
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Misc. Expense:

6/27	Cotton's Ace - truck, castors, cable ties	\$160.74
7/25	Mid-west Marketing - band shirts	\$1,321.19
8/15	Jim Donze - reimburse JdF refreshments	\$66.12
8/15	Cotton's Ace - latch storage box	\$18.99
10/24	Cotton's Ace - tarp straps	\$9.77
12/30	Rosie's Posies - Roberta Brown	\$54.61

Total Non-Personnel Expenses	\$7,716.90
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Total 2023 Expenses:	\$40,851.90
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Balance - after operations	\$73,991.61
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Outstanding 2023 Checks & Deposits:

#3420	\$288.00
#3428	\$34.00
#3439	\$34.00
#3454	\$372.00
#3515	\$150.00
#3518	\$96.00
#3520	\$96.00

#3536

\$54.00

#3538

\$108.00

Total 2023 Outstanding Items

\$1,232.00

Total 2023 Deferred Payments:

\$1,232.00

Cash Balance December 31, 2023

\$75,223.61

First State Community Bank Balance December 31, 2023

\$75,223.61

Ste. Genevieve Municipal Band

Personnel Payment List for 2023 Season

Name	Address	City	Amount Paid
Ahne, Katarina	18595 Garden Drive	Ste. Genevieve MO 63670	\$200.00
Baker, James	PO Box 363	Ste. Genevieve, MO 63670	\$1,147.00
Bell, Stacy	10793 Kimmel Lake Rd.	Ste. Genevieve, MO 63670	\$1,023.00
Bell, Lauren	10793 Kimmel Lake Rd.	Ste. Genevieve MO 63670	\$587.00
Bell, Molly	10793 Kimmel Lake Rd.	Ste. Genevieve MO 63670	\$615.00
Bley, Hannah	1151 Sunset Drive	Bloomsdale MO 63627	\$288.00
Boren, Zane	3612 Dogwood Lane	Farmington MO 63640	\$200.00
Boyer, Nicole	1131 Schumacher Rd	Fenton MO 63026	\$325.00
Bradley, Bill	245 Arlie Barr Road	Viburnum MO 65566	\$711.00
Brauns, Jocelyn	12 Blackberry Circle	Perryville, MO 63775	\$297.00
Brown, Dan	325 Hwy A	Hawk Point MO 63349	\$54.00
Byrd, Lily	535 Parkview Drive	Bloomsdale MO 63627	\$489.00
Carr, David	325 Hope Drive	Ste. Genevieve MO 63670	\$467.00
Cowley, Levi	233 Valley Drive	Farmington MO 63640	\$188.00
Dace, Natalee	321 West Liberty	Farmington MO 63640	\$34.00
DeArman, Brooke	2494 Cheetah Lane	Cape Girardeau MO 63701	\$243.00
DeArman, Ken	2494 Cheetah Lane	Cape Girardeau MO 63701	\$243.00
DeClue, Tabitha	122 Williamsburg Drive	Crystal City MO 63019	\$160.00
DeRousse, Sophia	15956 Kimmel Road	Ste. Genevieve MO 63670	\$370.00
Donze, Jim	659 Rozier St.	Ste. Genevieve MO 63670	\$920.00
Eisenbeis, Aden	420 US Highway 61	Bloomsdale MO 63627	\$428.00
Evers, Nan	606 Klein St.	Ste. Genevieve, MO 63670	\$632.00
Fischer, Bill	316 Quinn St.	Perryville MO 63775	\$680.00
Fischer, Nancy	59 N. Second St.	Ste. Genevieve, MO 63670	\$938.00
Fish, McKenzie	1700 Cairo Drive	Festus MO 63028	\$120.00
Hahn, Maisy	221 Kingsway St.	Farmington MO 63640	\$34.00
Hardin, Conner	1117 Ridgeway	Ste. Genevieve MO 63670	\$211.00
Heath, Autumn	721 South Fifth Street	Kirksville MO 63501	\$160.00
Henson, Rachel	1559 Saddle Drive	Festus MO 63028	\$57.00

Name	Address	City	Amount Paid
Hill, Vernon	9805 Royal Oak Lane	Bloomsdale MO 63627	\$387.00
Houts, Kelsey	621 Edward St.	Farmington MO 63670	\$80.00
Hughey, Rose	160 North Sixth St.	Ste. Genevieve, MO 63670	\$1,359.00
Hull, Joe	348 Cherry Creek Lane	Farmington MO 63640	\$96.00
Immekus, Rose	707 Prairie View Drive	Herculaneum MO 63048	\$348.00
Johnson, Ryan	18320 Burks School Rd.	Ste. Genevieve MO 63670	\$257.00
Jokerst, Michelle	1260 Ridgeway Street	Ste. Genevieve, MO 63670	\$225.00
Jokerst, Hawthorne	15 Linn Drive	Ste. Genevieve MO 63670	\$342.00
Kavanaugh, Lucas	1909 Pullman Drive	Festus MO 63028	\$353.00
Kemper, Jamison	4303 Highway 61 Lot 8	Bloomsdale MO 63627	\$385.00
Kenik, Jill	14304 Hennick Road	Ste. Genevieve MO 63670	\$501.00
Kent, Abigail	910 Woodrow Ave.	Festus MO 63028	\$427.00
Kimmel Ziegler, Kristin	10660 Tri Acre Lane	Ste. Genevieve MO 63670	\$96.00
Kirchner, Jacob	6189 Highway 61	Bloomsdale MO 63627	\$404.00
Kirkhuff, Russell	17352 Country Club Drive	Ste. Genevieve, MO 63670	\$372.00
Kovac, Ernest	401 Roberts	Ste. Genevieve MO 63670	\$558.00
Leonard, Josie	21795 Oak Drive	Ste. Genevieve MO 63670	\$419.00
Lignons, Lexi	1810 Grandioso Drive	Marion IL 62959	\$228.00
Lorenz, Donna	3200 Cambridge Drive	Festus MO 63028	\$562.00
Lorenz, Devin	14 Lambert Hills	Festus MO 63028	\$607.00
Lueken, Marlana	118 Highway 61	Bloomsdale MO 63627	\$404.00
Luo, Abie	938 Glenshire Ct.	Herculaneum MO 64048	\$240.00
Martin, Rylie	722 Tanglewood Acres	Festus MO 63028	\$503.00
Martin, Alex	1230 W. Cape Rock Dr. Apt. 2	Cape Girardeau MO 63701	\$195.00
Means, Gloria	11341 Twin Lake Drive	Ste. Genevieve, MO 63670	\$873.00
Monrotus, Christian	614 Ann Street	Farmington MO 63640	\$291.00
Mooney, Elaine	13134 Lakewood Dr.	Ste. Genevieve MO 63670	\$490.00
Mooney, John	13134 Lakewood Dr.	Ste. Genevieve MO 63670	\$1,350.00
Mooney, Cecilia	13134 Lakewood Drive	Ste. Genevieve MO 63670	\$177.00
Raney, Selene	17300 St. Mary Church Rd.	St Mary MO 63673	\$427.00
Reed, Lillie	12477 Village Dr. Lot 60	Ste. Genevieve MO 63670	\$188.00
Reed, Erika	16 Robinwood Dr.	Ste. Genevieve MO 63670	\$234.00

Name	Address	City	Amount Paid
Reeves, Caspian	1010 Ridgeway	Ste. Genevieve MO 63670	\$467.00
Reiter, Christa	10635 State Route O	Ste Genevieve MO 63670	\$297.00
Reyes, Andria	13302 Kitt Park Drive	Ste. Genevieve, MO 63670	\$97.00
Robinson, Grace	23901 State Route N	St. Mary MO 63673	\$617.00
Roth, Ellie	244 South Seventh	Ste. Genevieve, MO 63670	\$1,192.00
Salatas, Lainey	1121 Parc Central Drive	Festus MO 63028	\$200.00
Schnurbusch, Jane	1733 Paul Revere Drive	Cape Girardeau MO 63701	\$189.00
Sears, Lucy	118 St. Jude Dr.	Ste. Genevieve MO 63670	\$245.00
Sekelsky, Stephanie	33 Howe Crossing	Festus MO 63028	\$120.00
Smith, Addie	1120 North Second Street	Festus MO 63028	\$120.00
Spurbeck, Marlana	9600 Mill Hill Lane	St. Louis MO 63127	\$40.00
St. Clair, Nathan	402 Walnut Drive	Ste. Genevieve MO 63670	\$249.00
Stovall, Emma	14439 Hennick Road	New Offenburg MO 63670	\$348.00
Sullivan, Eli	1446 US Highway 67	Farmington MO 63640	\$217.00
Tucker, Sharon	588 Parkview Drive	Bloomsdale MO 63627	\$54.00
Tucker, Flynn	588 Parkview Drive	Bloomsdale MO 63627	\$297.00
Van, Cole	258 Longleaf Pine Dr.	Festus MO 63028	\$325.00
Vaughn, Matthew	1719 Scenic Drive	Festus MO 63028	\$541.00
Vergas, Shane	214 Gendale	Farmington MO 63640	\$243.00
Vetter, Luke	1028 Madison 9526	Fredericktown MO 63645	\$40.00
Warren, Dayle	8802 Star Trail	French Village MO 63036	\$507.00
Webb, Nicholas	102 Ridge Top Drive	Crystal City MO 63019	\$1,086.00
Weston, Mackenzie	1555 Westvale Dr.	Festus MO 63028	\$268.00
Yeager, Elizabeth	3430 Denman Road	Farmington MO 63640	\$177.00
Total Personnel Payments:			\$33,135.00

CITY ADMINISTRATOR REPORT

March 14, 2024

1. Alliance Water Resource personnel are starting a 10 hour workday 4-day a week schedule starting Monday, March 11, 2024. They still have personnel on duty at the sewer plant, water plant, and one person at the street shed with other personnel available for call out emergencies.
2. The Southeast Missouri Regional Planning Commission is looking to update the 5 year Comprehensive Economic Development Strategy this month with in person or virtual attendance available for those wanting to give input. Go to the SEMO RPC website to find out more.
3. One major hurdle has been cleared for the ferry landing improvement that the Rotary Club is spearheading. The Corps of Engineers has determined that the work proposed (concrete flatwork improvement, marked parking spaces, retaining wall) does not require a Nationwide Permit from USACE. Any major deviation from that will require USACE review and permitting.
4. The electric installation is finished at the water plant with all new electric switchgear moved to a separate building adjacent to the plant. There will be some additional costs due to extended runs of electric conduit, an additional breaker, and replacement for an existing VFD that was going bad. Once BT electric started on the project in January they were at the plant everyday to finish.
5. We have 76 folks signed up to our Genasys Notification System for text/email/phone notifications.
6. We plan on having an open house on March 28 before the next board meeting from 4p to 5:30p. This is for folks who want to stop in and see the boardroom and offices. We are not providing food or sodas for this since we will be getting ready for that evening's board meeting. We need a couple of weeks to get the word out.

Tourism Report

Moving Toward Cohesion

Objective Overview

Ste. Genevieve has been hard to market because it operates in individual pieces and parts. The Tourism Director's job is to provide the vision of how these pieces work together and present that vision to tourists. Once we build the visual and conceptual framework, then we get these pieces to actually work together.

Date	Jan 25, 2024 - Feb 8, 2024
Marketing Plan	<p>Final Draft of Marketing Plan Submitted by McDaniels on 2/22</p> <p>McDaniels presented the plan at the last TTC - TAC meeting on February 20th.</p> <hr/> <p>Under plan, Ste. Gen will undergo a complete rebrand.</p>
	<p>I think this is necessary. I'm already playing a very active role. I have a vision for Ste. Gen and I want to make sure we set ourselves apart from other communities.</p>
Visit Kit	<p>A PDF document that reframes what Ste. Gen offers for prospective tourists</p> <p>In response to a request from Trailnet (Ste. Gen Gravel Classic). Will be useful for all prospective tourists. Allows me to help steer rebranding efforts by McDaniels. Establishes visual language I and the Social Media Coordinator will use to market events.</p> <p>Part of plan to communicate what's happening in Ste. Gen to our audience</p> <p>When it comes to scheduling, we struggle providing cohesive information across platforms. Our next step from after building the Visit Kit, will be building templates that show what's happening each weekend in Ste. Genevieve, and to post that information with enough time to allow tourists to act on it. I and the Social Media Coordinator will start to plan posts in advance that give us ample time to promote our events.</p>
Social Media Coordinator	<p>A candidate has been selected and has accepted the position</p> <p>When creating the job description for this position, there was really two separate directions to go. I wanted someone who's younger who has managed Instagram and TikTok accounts before. Someone who can help me take great photos and videos of the town and help me create content. I found that in Hannah Walker, who is going through the vetting process before taking the position. I also need someone in-house who can help me create templates for event calendars we can post on social media and our website that consolidate useful info for tourists. For that, I will be using Amanda Schwent on an as-needed basis to fulfill that role.</p>
MOFairs Convention	<p>To accept 2024 Horizons Grant, I had to attend the MOFairs Convention Feb 2-5</p> <p>Brought us to the convention to connect us with vendors for our festivals.</p> <p>There wasn't much that we could use, but I did get to start building relationships with MO Humanities as well as the Tourism Departments for similar small market towns. I feel great about maintaining those relationships and leveraging them in the future to help supplement our budget and harness extra promotional power</p>

My next mandatory convention is put on by MO Arts Council April 26th/27th

All three organizations involved in this grant are going to be crucial organizations in producing grants in the future.

Upcoming Events

Living in Ste. Genevieve House Tours

Eclipse - Dancin' in the Dark/Viewin' in the Park Weekend

Useful Thoughts

One of the most useful takeaways from the MO Fairs convention was a speaker talking on organizational structure. One thing he shared is that it's all of our jobs, as a community, to get the word out on our events. So, I urge you, the board, to get acquainted and re-acquainted with our events here in town, to attend if possible, and most importantly, to share our event with everyone you talk to. If you're not sure what's going on, then that's on me and my predecessors and we need to get that fixed. Tourism isn't going to become a success just coming from my perspective. It's a community effort.



Ste. Genevieve Missouri



National Park Service will unveil Harvard's LightSound device to help the visually impaired interpret the eclipse.

VisitSteGen



ECLIPSE 2024

SUNDAY 4/7 12pm - 8pm

"Dancin' in the Dark"
Jamfest
GRAND ALLUSION
Crossroads Southern Gypsy
Dear Darla

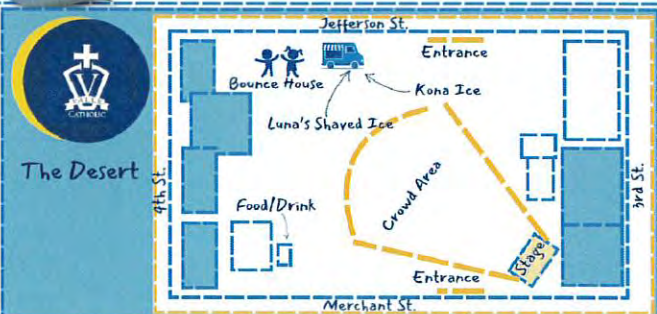
MONDAY 4/8 10am - 5pm

"VIEWN' IN THE PARK"
JamPacked Tailgating
- Free Setup for Eclipse Viewing
- Trolley Rides All Day
- Free Children's Activities!
- Food Vendors

ECLIPSE 2024:



EVENT MAP

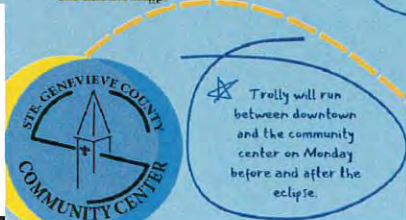


Monday's Trolley Trail MAP

Brought to you by:



Don't forget to stop in to pick up your commemorative Eclipse coin designed and minted by ASL Pewler



Valle Catholic School

9th St

Highway 52



Audubon's Hotel and Restaurant

Trolley Picnic

Monday

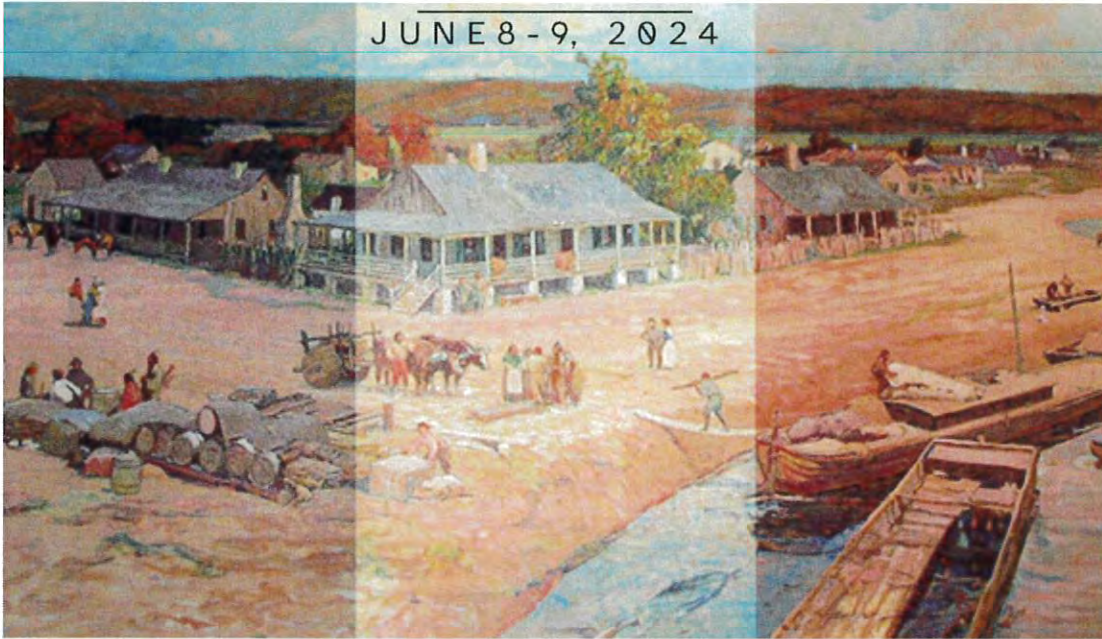
As If People Welcome Center

Men and St.

FRENCH HERITAGE

FESTIVAL

JUNE 8-9, 2024



STE. GENEVIEVE, MO



Community Development March 2024 Staff Report

2/5/24 – 3/7/24

Historic Preservation – Heritage Commission

- Meeting 2/26 – Approved 2 COAs & 1 Administrative approval COA
- Next meeting – 3/18
- 2024 HP grant application(s) – mobile app walking tour – app submitted

Building Department / Code Enforcement

- Occupancy Permits / Inspections 30
- Building Permits Issued 7
- Demolition Permits 1
- Sign Permits 0
- Chicken Permits 1
- Special Use Permits 1 (pending approval)
- New permitting software – implementation planned this month
- 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 Draft Development
- Next Comm. Meetings – April

Planning & Zoning

- Meeting – no meeting in Feb
- Next meeting – 3/7 – 1 SUP to consider; 1 Minor Subdivision

City / County Info

- Assistance with Tourism / EcDev 2024 – Provided 5k in '23, discussion of poss. adding lodging tax to 2024 ballot / discussion of forming a CVB type organization with County & Chamber
- Progress Parkway property – county / IDC working together to possibly assist
- 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 (2027-28)
- EV Charging – County will not be assisting
- Improvements to Ferry Landing – USCOE will not require permits and have given permission to move forward; plans have been forwarded to Union Pacific & MLC for review

Board of Adjustment

- Nothing new to report

Floodplain Management

- Current long range forecasts are <50% chance of flooding in Mar-Apr-May.
- Current river stage (3/7) is 3.9'; expected to rise to 10.2' next week.
- Currently in Moderate Drought; Gov. Parson extended Drought Alert thru 5/1/24
- Ferry currently not operating.
- Floodplain preparation letters will be mailed out late March/early April

Property Maintenance

- Nuisance Property Issues 7
- Vegetation Nuisance Issues 0
- Code Violation Issues 3
- Sidewalk Issues 1
- 58 S Main – one bid received – on agenda for discussion
- 42 S Main – default hearing scheduled 3/12

Training 2024

- NAPC Webinar – Assessing & Rehabilitating Structures – completed 1/8
- MML Webinar – AI's Impact on Local Government – completed 1/29
- MDNR Webinar – Paul Bruhn Revitalization Grant Program – completed 2/1
- NPS Webinar – Use of Substitute Materials on Historic Buildings – attended 2/22

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: **February 2024**

Calls for Assistance:

- SGFD responded to **19** emergency calls in **January**.
- The total for this year is **44** calls, up 5 calls from last year.

Staffing:

- SGFD roster is down **3**. Due to the fireman being volunteer, openings will occur.
- **We lost 1 gained 2 in February**
- Volunteers are still needed to form an applicant list, contact any SGFD firefighter if interested
- **Have a new volunteer application in hand and working on background and reference checks.**

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

- **Monthly Training was annual CPR and AED certification.**
- **Preplan Training Community Counseling Center.**
- **I attended a Sprinkler System Class in High Ridge**

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)

- **After giving a Grain Bin Awareness Class to Bloomsdale, Kinsey and Zell FDs last month had to deploy technical rescue team for a “LONG FALL” in a grain bin under construction in our rural coverage area. This was the first actual deployment for our technical rescue team for a human victim.**

Apparatus & Equipment Maintenance:

- Nothing big to report – Normal Maintenance work

Fire Radio

- St Francis County 911 radio survey – Radio improvements project moving forward with 2025 anticipated completion. **New radio towers are out for bids.**
- **BI County AFG grant for all new handheld radios submitted. Will probably be 2-3 months before we know anything.**

Grants

DPS

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. **Have permission from the state to order the radios. Have a request to purchase on the agenda for tonight's meeting.**

ARP Grant

2023

All ordered equipment is in service 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 completed

County Firefighters Assn.:

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

Local & State Mutual Aid:

- Nothing to report

Held our annual awards supper in February.

Awards were given to the following.

Retirement Axes

Bob Bonnell for 46 years of service

Charlie Wibbenmeyer for 44 years of service

Years of service pin

Jerry Staab – 20 years

Fire Chief's Award for extra service

Bill Holst, Justin Donovan, Gary Roth and Kate Breckenfelder

Firefighter of the Year

Bob Bonnell

Misc.

Did a fire extinguisher safety and usage class for the National Park Service.

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

Installed

National Parks Service Knox Box installed on headquarters building working on boxes for other properties.

Community Counseling installed

Run week of Feb 21– 1 week only

NOTICE OF PUBLIC HEARING

The Planning & Zoning Commission of the City of Ste. Genevieve, Missouri will hold a public meeting on Thursday, Mar. 7th, 2024 at 6:00 PM at City Hall, 165 S 4th Street.

The Mayor and the Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on Thursday, Mar. 14th, 2024 at 6:00 PM at City Hall, 165 S 4th Street.

The purpose of this meeting & hearing is to consider the following.

A request from Bethany Noble for a special use permit to allow guest lodging at 105 N 2nd St. in an R-2 General Residential District.

All interested parties are invited to attend.

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – FEBRUARY 22, 2024**

CALL TO ORDER. Mayor Brian Keim called the regular meeting of the Ste. Genevieve Board of Aldermen 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

Alderwoman Kristi Cleghorn

Alderman Joe Steiger

Alderman Jeff Eydmann

Alderman Joe Prince

APPROVAL OF AGENDA. A motion by Aldermen Steiger, second by Alderman Donovan to approve the agenda as presented. Motion carried 8-0.

PRESENTATION/AWARDS. Dena Kreitler, Executive Director of the Ste. Genevieve Chamber of Commerce, along with several of her Chamber Board members did a ribbon cutting to mark the newly remodeled Board room.

PERSONAL APPEARANCE.

CITY ADMINISTRATORS REPORT. See Attached Report

STAFF REPORTS.

Jasen Crump – Police Chief (See Attached Report)

Steve Wilson – Alliance Water Resources (See Attached Report)

PUBLIC COMMENTS. Mr. Duane Gettinger, 11458 State Route M appeared before the Mayor and Board of Aldermen to discuss the recent increases in the rural fire tags. Mr. Gettinger has concerns regarding how the price for the increase was determined.

PUBLIC HEARING.

The Mayor and Board of Aldermen will conduct a public hearing to at which time citizens may be heard on the proposed water/sewer rates to be set by the Board of Aldermen.

Mayor Kiem opened the public hearing at 6:19 p.m. With no comments regarding the increase in the water and sewer rates the public hearing was closed at 6:20 p.m.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – January 25, 2024
- Minutes – Board of Aldermen – Work Session – January 25, 2024
- Minutes – Board of Alderman – Work – Closed Session – January 25, 2024
- **TREASURER’S REPORT – JANUARY 2024**
- **RESOLUTION 2024-14.** A RESOLUTION APPOINTING CHRISTINE ALEXANDER TO THE STE. GENEVIEVE TOURISM ADVISORY COUNCIL.
- **RESOLUTION 2024-15.** A RESOLUTION APPOINTING ROSEANNE AHNE TO THE STE. GENEVIEVE TOURISM ADVISORY COUNCIL.
- **RESOLUTION 2024-16.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH SCOTT BECKERMANN TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2024-17.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH DORAL & LYNETTE PARMER TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2024-18.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH STEPHEN P. TUCKER, JR. & JESSICA TUCKER TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2024-19.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH TOM SCHAAF TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **STREET CLOSURE REQUEST** – Ste. Gen. Gearheadz Car Club, LLC is requesting a street closure request for their “Monthly Car Cruise” for the third Saturday of the month starting in May and running thru September, 2024.
- **STREET CLOSURE REQUEST** – Ste. Genevieve County Community Center is requesting a street closure for their annual Polar Bear 5K Race on Progress Parkway on Saturday, February 24, 2024.

A motion by Alderman Donovan, second by Alderman Steiger to approve the consent agenda as presented. Motion carried 8-0.

OLD BUSINESS. None.

NEW BUSINESS.

APPROVAL OF LOW BID OF JOKERST PAVING IN THE AMOUNT OF \$132,295.00 FOR THE N. FOURTH STRET DRAINAGE/PAVING PROJECT. A motion by Alderman Bennett, second by Alderman Steiger to approve the low bid of Jokerst Paving in the amount of \$132,295.00 for the N. Fourth Street Drainage Project. Motion Carried 8-0.

BILL NO. 4606. AN ORDINANCE AMENDING SECTION 200.015 CHIEF OF POLICE – APPOINTMENT – TERM – SALARY – REMOVAL. 1ST READING. A motion by Alderman Prince, second by Alderman Raney to table Bill No. 4606. Motion carried 8-0.

BILL NO. 4607. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.040 USER CHARGE RATES SUBSECTIONS A. & B. BY REVISING THE WATER USE CHARGES. 1ST READING. A motion by Alderman Donovan, second by Alderman Eydmann, Bill No. 4607 was placed on its first reading, read by title only, considered and passed by a 8-0 vote of the Board of Aldermen.

BILL NO. 4608. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.140 SEWER CHARGES AND BILLING, SUBSECTION “D” BY REVISING THE SEWER USE CHARGES. 1ST READING. A motion by Alderman Donovan, second by Alderman Bennett, Bill No. 4608 was placed on its first reading, read by title only, considered and passed by a 8-0 vote of the Board of Aldermen

OTHER BUSINESS. None.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. None.

ADJOURNMENT. With no further business Mayor Keim adjourned the meeting. 6:40 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
February 22, 2024**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Brian Keim at 6:50 p.m. with the following members present:

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

A motion by Alderman Prince, second by Alderman Eydmann to approve the work session agenda as presented. Motion carried 8-0.

BUSINESS ITEMS.

- **CITY ADMINISTRATOR – PERFORMANCE REVIEW.** A motion by Alderman Prince, second by Alderman Raney to go into closed session pursuant to Section 610.021 (13) Performance Ratings. Motion carried 8-0 with the following roll call vote: Ayes: Alderman Bob Donovan, Alderman Joe Prince, Alderwoman Kristi Cleghorn, Alderman Joe Steiger, Alderman Jeff Eydmann, Alderman Eric Bennett, Alderman Patrick Fahey and Alderman Mike Raney. Nays: None. 6:51 p.m.

ANY OTHER BUSINESS. None.

With no further business the work session was adjourned at 7:400 p.m. by Mayor Keim.

Respectfully submitted by,

Pam Meyer
City Clerk

RESOLUTION 2024-20

A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH MARK E. TRAUTWEIN TO MAINTAIN FLOOD BUYOUT PROPERTY.

WHEREAS, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Mark E. Trautwein for Flood Buyout Property identified as **LTS 3-4-5-6-7-8 BLK 2 ZIEGLER ADDITION (Litterst/Holst/Marler)** for the purpose of maintenance and upkeep.

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

SECTION ONE: The Mayor of the City of Ste. Genevieve, Missouri is hereby authorized and directed by the Board of Aldermen to execute and enter into the property maintenance agreement with Mark E. Trautwein in substantially the form attached as “Exhibit A” and incorporated herein by reference.

SECTION TWO: This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 14th DAY OF MARCH, 2024.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Property Maintenance Agreement

This Agreement is entered into by and between the City of Ste. Genevieve, a municipal corporation (the "City"), and Mark E. Trautwein a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, identified as LTS 3-4-5-6-7-8 BLK 2 Ziegler Addition (Litterest/Holst/Marler) City of Ste. Genevieve Buyout, Ste. Genevieve, Missouri ("Property"). (Attachment "A")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the City and Caretaker hereby agree as follows:

1. **Maintenance:** This Agreement shall permit the Caretaker to maintain the Property consistent with the regulations associated with floodplain management law and the 404 Hazard Mitigation Grant Program ("HMGP") pursuant to regulations issued by the Federal Emergency Management Agency ("FEMA"). The Caretaker shall only be entitled to maintain and utilize the Property for purposes permitted by FEMA, under the terms of the HMGP and consistent with all applicable laws, regulations and ordinances. The City shall retain title and ownership to the Property at all times.

2. **Liability & Indemnification:** Caretaker shall be solely responsible for all liability related to the Property. To the fullest extent permitted by law, Caretaker shall indemnify, hold harmless and defend City, and its employees and agents, from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, resulting from any negligent act, misconduct or omission in the part of Caretaker, its employees, agents, assigns or contractors, with regard to the maintenance of the Property.

3. **Term of Agreement:** This Agreement shall be effective for a period of one (1) year from the effective date of this Agreement and may be extended for additional one (1) year terms if both City and Caretaker agree to that extension in writing. The City reserves the right to terminate this Agreement for any reason upon thirty (30) days' written notice being provided to Caretaker.

4. **Compliance with Federal, State and Local Laws:** The Caretaker shall comply with all federal, state and municipal law. If it is determined by the City that Caretaker is not in compliance with federal, state or municipal law, then the City shall notify Caretaker that Caretaker must come into compliance with federal, state and municipal law within seven (7) days. If the violation is not timely corrected, this Agreement shall be terminated automatically and with no further action by either party.

5. **Maintenance and Uses Allowed:** Caretaker shall be entitled to maintain and utilize the Property for all purposes permitted by FEMA, under the terms of the HMGP and consistent with federal, state and municipal law. Prior to any structures being placed on the Property, Caretaker must seek approval of the City. That approval shall only be granted if the structure would be in compliance with federal, state and municipal law. Gardens may be planted and maintained at the Property. Other customary residential yard landscaping shall be permitted. The placement of structures, gardens and other landscaping shall be installed and maintained on

the Property at Caretaker's sole risk and in no event shall the City be liable for any damage, destruction or loss that may be caused to any structures, gardens or landscaping on the Property for any reason whatsoever. Caretaker has submitted a written plan for his/her use of the Property, which is attached, incorporated herein by reference and marked as Exhibit 1. Caretaker shall limit his/her use of the Property to this written plan. The use of the Property by Caretaker can be modified, altered or changed only by agreement in writing between City and Caretaker.

6. **Notices:** In the event any notices are to be given to City, they should be mailed by United States mail, postage prepaid, and shall be addressed to: City Clerk, City of Ste. Genevieve, 165 South 4th Street, Ste. Genevieve, Missouri 63670. In the event any notices are to be given to Caretaker, they should be mailed by United States mail, postage prepaid, and shall be addressed to: **3906 Hwy Y, Valle Mines, MO 63087.** For the purposes hereof, the date of mailing shall be deemed to the date notice is given.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

CITY OF STE. GENEVIEVE

By: _____
Brian Keim, Mayor

Date: _____

ATTEST:

By: _____
Pam Meyer, City Clerk

By: Mark E. Venturini
Caretaker

Date: FEB 12TH 2024

RESOLUTION 2024 -21

A RESOLUTION BY THE BOARD OF ALDERMEN APPROVING THE PURCHASE OF SIX HANDHELD RADIOS AND THREE MOBILE REPEATERS FOR THE FIRE DEPARTMENT FROM MOTOROLA INC THROUGH WIRELESS USA IN AN AMOUNT NOT TO EXCEED \$72,187.28

WHEREAS, the Ste. Genevieve Fire Department has successfully been awarded grant funding for upgrades to the Fire Departments mobile and handheld radios at which 100% of the total amount will be funded by grants.

NOW THEREFORE, THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE DOES HEREBY CONSENT AND RESOLVE AS FOLLOWS:

SECTION 1: The Ste. Genevieve Board of Aldermen have reviewed the quote and agree with the recommendation of staff to award the bid for Motorola Radios through Wireless USA in the amount of \$72,187.28 as reflected in Exhibit "A".

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 14th DAY OF MARCH 2024.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

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

Memorandum

To: Happy Welch, City Administrator
From: Ken Steiger, Fire Chief
Cc: File
Date: March 6, 2024

Subject: Request for Approval to Purchase the State Approved radios from the 2023 DPS Radio Grant

Happy,

This memo is to request BOA approval to purchase six(6) Motorola APX8000 Handheld radios from the Johnson County MO. Contract #21810 for \$57,667.28. I am also requesting approval to purchase 3 mobile repeaters approved by the Mo. State Interoperability Director at a cost of \$14,520.00. The total amount of the purchase is \$72,187.28. This is the third round of radios grants to upgrade our mobile/handheld radios for the fire department.

This purchase is the result of a successful/funded grant request and will be fully funded by the grant program. No additional funding is being requested.

I have supplied a copy of the bid for your review.

Regards

Ken Steiger

Ken Steiger, Fire Chief



EQUIPMENT PROPOSAL					
FOR: STE GENEVIEVE FIRE DEPARTMENT					
165 SOUTH FOURTH STREET					
STE GENEVIEVE, MO 63670					
CONTACT: KEN STEIGER		PHONE: 573.883.0615		E: sgfd7101@gmail.com	
ITEM	QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	TOTAL
1	3	SVR-P250M	PYRAMID 7/800 MHz P25 VEHICULAR REPEATER.	\$ 4,200.00	\$ 12,600.00
			POWER CABLE, APX INTERFACE CABLE, MOUNTING		\$ -
			HARDWARE, PRESELECTOR, ROOF MOUNT ANTENNA.		\$ -
					\$ -
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					\$ -
REMARKS: FCC LICENSE FEE FOR VEHICULAR REPEATER PAIR.				SUBTOTAL	\$ 12,600.00
APX8500 RADIOS WILL NEED TO BE REPROGRAMMED FOR OPTION BUTTON				TAX	EXEMPT
ACTIVATION OF SVR.				INSTALLATION	\$ 1,245.00
INSTALLATION INCLUDES SVR CONFIGURATION AND ON-SITE INSTALLATION				LICENSE	\$ 675.00
WARRANTY: 1 YEAR				TOTAL	\$ 14,520.00
DELIVERY: 4-5 WEEKS		MAINTENANCE CONTRACT:		DOWN PAYMENT	\$ -
				BALANCE	\$ -
PREPARED BY: Jim Sheehan		PHONE: 314.615.3108		ACCEPTED BY:	
DATE: 2.23.2024		FAX: 314.615.3031		DATE:	

Shipping Address:
 STE GENEVIEVE FIRE
 DEPARTMENT
 165 SOUTH FOURTH STREET
 SAINTE GENEVIEVE, MO 63670
 US

Quote Date:02/23/2024
 Expiration Date:05/23/2024
 Quote Created By:
 Jim Sheehan
 jim.sheehan@wirelessusa.com
 End Customer:
 STE GENEVIEVE FIRE DEPARTMENT
 Ken Steiger
 sgfd7101@gmail.com
 573.883.5321
 Contract: 21810 - JOHNSON COUNTY
 (KS)
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000XE				
1	H91TGD9PW6AN	APX 8000 ALL BAND PORTABLE MODEL 2.5	8	\$7,392.32	\$4,435.39	\$35,483.12
1a	H869BW	ENH: MULTIKEY	8	\$363.00	\$217.80	\$1,742.40
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	8	\$6.00	\$3.60	\$28.80
1c	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	8	\$567.00	\$340.20	\$2,721.60
1d	Q361AN	ADD: P25 9600 BAUD TRUNKING	8	\$330.00	\$198.00	\$1,584.00
1e	QA02006AC	ENH: APX8000XE RUGGED RADIO	8	\$880.00	\$528.00	\$4,224.00
1f	QA05509AA	DEL: DELETE UHF BAND	8	-\$800.00	-\$480.00	-\$3,840.00
1g	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	8	\$0.00	\$0.00	\$0.00
1h	H842AZ	ADD: APX6000XE/APX8000XE SINGLE UNIT PKG	8	\$0.00	\$0.00	\$0.00
1i	H38BS	ADD: SMARTZONE OPERATION	8	\$1,650.00	\$990.00	\$7,920.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	Q629AH	ENH: AES ENCRYPTION AND ADP	8	\$523.00	\$313.80	\$2,510.40
1k	QA01427AG	ALT: APX8000/XE HOUSING GREEN	8	\$28.00	\$16.80	\$134.40
1l	QA09113AB	ADD: BASELINE RELEASE SW	8	\$0.00	\$0.00	\$0.00
2	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	8	\$186.50	\$111.90	\$895.20
3	PMNN4504A	BATT IMPRES 2 LIION UL2054 DIV2 R IP68 3400T	8	\$222.92	\$133.75	\$1,070.00
4	PMMN4106D	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,XE500 REMOTE SPKR MIC WITH CHANNEL KNOB, HIGH IMPACT GREEN	8	\$665.28	\$399.17	\$3,193.36

Grand Total **\$57,667.28(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc., 500 West Monroe, United States - 60661 - #: 36-1115800



Street Closure Request

Date February 29, 2024

Name Happy Welch Organization City of Ste. Genevieve

Address 165 S. 4th St. city Ste. Genevieve State MO Zip 63670

Phone Number and/or email information 573-883-5400

Reason for closure 2024 S+G Gravel Classic Bike Race - starting/Finish Line

Street(s) to be closed Main St - Merchant to Washington

Date of event for closure 4/27/2024

Time(s) for closure 5a - 5p

Office Use Only

Council Approval Yes No Date _____

Police Dept. Approval Yes No Date _____

Street Dept. Approval Yes No Date _____

Special Conditions _____



Map navigation controls including zoom in (+), zoom out (-), and a search bar with the text "Find address or place".

- ### Layer List
- Layers
 - Sketch
 - Historic Data
 - Rental Housing
 - Sidewalks
 - National Register Boundary
 - National Landmark Boundary
 - Ste Gen Sweeper Schedule
 - Zoning 6/8/2023
 - Sewer System
 - Water System (9/2/2021)
 - County Base Layers
 - Ward Boundaries 2020
 - County Districts
 - DEMA NFHL Feb 14 2019

200ft
-90.044 37.983 Degrees



Street Closure Request

Date February 27, 2024

Name Robert J. Mueller Organization Foundation for Restoration of Ste. Genevieve

Address P O Box 88 City Ste. Genevieve State MO Zip 63670

Phone Number and/or email information 573-883-3290, muellerrj13@yahoo.com

Reason for closure The Sons of the American Revolution organization will be holding a ceremony at Ste. Genevieve's Memorial Cemetery on Sunday, May 26, 2024. The SAR contingent along with the Ste. Genevieve Milice will gather at the Jacques Guibourd House starting at 12:30 p.m. They will march down Merchant to the cemetery at 1 p.m. where a service will be conducted honoring seven Ste. Genevieve inhabitants who assisted the American Revolution. On completion of the ceremony at the cemetery, the SAR and Ste. Genevieve Milice will march to the Church of Ste. Genevieve for a Commemoration ceremony regarding the Ste. Genevieve citizens who participated in the Battle of Fort San Carlos (St. Louis) in May 1780.

Street(s) to be closed: Merchant Street from the west side of 4th to Memorial Cemetery, 5th Street from Market to North Side of Memorial Cemetery Gate. This will allow any resident on Merchant from 4th to 5th to leave the area if they so desire.

Date of event for closure Sunday, May 26, 2024

Time(s) for closure 12:30 p.m to 2:00 p.m.

Office Use Only

Council Approval	Yes ___ No ___	Date _____
Police Dept. Approval	Yes ___ No ___	Date _____
Street Dept. Approval	Yes ___ No ___	Date _____

Special Conditions _____



Street Closure Request

Date 2/23/2024

Name Aaron Smith Organization Tourism

Address 165 S 4th St City Ste Gen State Mo Zip 63670

Phone Number and/or email information 573-535-0542

Reason for closure Eclipse Jamfest, making sure there's walkability
& space for vendors outside Valle Dessert

Street(s) to be closed 3rd St. Between Market
& Merchant. Also, Island of Flags

Date of event for closure Eclipse Jamfest Sunday, April 7th

Time(s) for closure 6am - 11pm.

Office Use Only

Council Approval Yes No Date _____

Police Dept. Approval Yes No Date _____

Street Dept. Approval Yes No Date _____

Special Conditions _____



Street Closure Request

Date 3/11/24

Name GEORGE GIGLIERANO Organization FRENCH COLONIAL AMERICA

Address 198 MARKET City STE. GENEVIEVE State MO Zip 63670

Phone Number and/or email information 573-883-3105

Reason for closure SAFETY CONCERN DURING SPECIAL EVENT FOR ECLIPSE; ALSO NOISE REDUCTION

Street(s) to be closed MARKET FROM 2ND TO MAIN

Date of event for closure 4/8/24

Time(s) for closure 10:30 AM TO 3:30 PM

Office Use Only

Council Approval Yes No Date _____

Police Dept. Approval Yes No Date _____

Street Dept. Approval Yes No Date _____

Special Conditions _____

**AN ORDINANCE AMENDING SECTION 200.015 CHIEF OF POLICE –
APPOINTMENT – TERM – SALARY – REMOVAL.**

WHEREAS, Section 200.015 Chief of Police – Appointment – Term – Salary – Removal, sets forth the manner in which the Chief of Police of the City of Ste. Genevieve is appointed and sets forth the qualifications of said Chief of Police; and

WHEREAS, Section 590.033 was adopted by the Missouri Legislature that added additional requirements for any Chief of Police appointed after August 28, 2023; and

WHEREAS, the City of Ste. Genevieve desires to be in compliance with updated standards for the appointment of a Chief of Police after this ordinance takes effect.

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

SECTION 1. Section 200.015 Chief of Police – Appointment – Term – Salary – Removal, shall be amended and replaced to read as follows:

Section 200.015 Chief of Police — Appointment — Term — Salary — Removal.

- A. Pursuant to an election held on June 29, 1976, whereby the voters authorized the City to abolish the elected office of Marshal and to appoint a person to fill the office of Chief of Police, the Mayor is hereby authorized to appoint some qualified person to serve as Chief of Police, subject to approval of such appointment by the Board of Alderpersons.
- B. The Board of Alderpersons shall by resolution fix the salary of the Chief of Police.
- C. Any Chief of Police appointed pursuant to this ordinance shall attend a Chief of Police Training Course certified by the POST Commission not later than six months after that person’s appointment as Chief of Police. Failure to complete this required Chief of Police Training Course within the time limitations set forth in this ordinance shall be just cause for the termination of the employment of the Chief of Police.
- D. The Mayor, with the consent of a majority of the Board of Alderpersons, may remove the Chief of Police from office consistent with the requirements of any applicable state statute.

SECTION 2. If any provision of this ordinance or the application thereof to anyone or any circumstance is held invalid, the remainder of this ordinance and the application of such provisions shall not be affected thereby.

SECTION 3. This ordinance shall be codified.

SECTION 4. This ordinance shall be in full force and effect from and after its date of passage and approval.

READ BY TITLE TWO TIMES, COPIES OF THE PROPOSED ORDINANCE HAVING BEEN MADE AVAILABLE FOR PUBLIC INSPECTION AT THE PLACE OF THE MEETING PRIOR TO THE TIME THE BILL WAS UNDER CONSIDERATION BY THE BOARD OF ALDERPERSONS, AND PASSED BY THE BOARD OF ALDERPERSONS OF THE CITY OF STE. GENEVIEVE, MISSOURI, THIS _____ DAY OF _____, 2024.

MAYOR

ATTEST:

CITY CLERK

BILL NO. 4607

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.040 USER CHARGE RATES SUBSECTIONS A. & B. BY REVISING THE WATER USE CHARGES.

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve, Missouri wishes to amend the City Code for water rates. The City has examined the actual costs for providing water and maintaining said system so that these fees will reflect the actual cost to the City and maintain an adequate and reasonable reserve in the water fund; and

WHEREAS, the City of Ste. Genevieve must pay all expenses associated with said treatment works and charge the users of said treatment works accordingly.

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

SECTION 1. SECTION 715.040 USER CHARGE RATES IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING LANGUAGE:

- A. Each user shall pay for the services provided by the City based on their use of the water system as determined by water meter(s) acceptable to the City.
- B. All monthly user charges will be based on monthly water usage at the following rates:
 - a. The minimum charge for water customers inside the City limits shall be **\$7.38** per month. In addition, each customer shall pay a user unit charge of operation and maintenance including replacement of **\$.06268 per cubic feet** of water. For all water customers outside city limits that do not have a contractual agreement with the City of Ste. Genevieve the water rate shall be two times the rates for those living within the City limits. A customer that has one meter that serves multiple dwelling units shall be charged the minimum **\$7.38** times the number of units, plus the operation and maintenance including replacement fee of **\$.06268** per cubic feet of water. The user charge rates established in this article shall apply to all users of the City of Ste. Genevieve system regardless of the user's location.
 - b. The following special rates for monthly water usage shall apply to all companies and/or industries that have a contractual arrangement with the City of Ste. Genevieve to provide lime for the municipal water system. A fee of **\$6.61** per 1,000 gallons (**\$.04938/cu. feet**) shall be charged on a monthly basis.

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 other part of this ordinance which can be given effect without such invalid part or parts.

DATE OF FIRST READING: February 22, 2024

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

- Alderwoman Kristi Cleghorn**
- Alderman Patrick Fahey**
- Alderman Bob Donovan**
- Alderman Eric Bennett**
- Alderman Mike Raney**
- Alderman Jeff Eydmann**
- 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

BILL NO. 4608

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.140 SEWER CHARGES AND BILLING, SUBSECTION "D" BY REVISING THE SEWER USE CHARGES.

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve, Missouri wishes to amend the City Code to update the current sewer rates. The City has examined the actual costs for providing wastewater and maintaining said system so that these fees will reflect the actual cost to the City and maintain an adequate and reasonable reserve in the sewer fund; and

WHEREAS, the City of Ste. Genevieve must pay all expenses associated with said treatment works and charge the users of said treatment works accordingly.

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

SECTION 1. SECTION 715.140 SEWER CHAGES AND BILLING; SUBSECTION D IS HEREBY REPEALED AND REPLACED WITH THE FOLLOWING LANGUAGE:

- D. The minimum charge for sewer service per customer shall be at least **\$8.83** per month. In addition, each customer shall pay a user charge for operation and maintenance including replacement of at least **\$5.32** per 1,000 gallons of water or **\$.0396/per cubic feet**. A customer that has one meter that serves multiple dwelling units shall be charged by taking the number of units times the minimum rate of **\$8.83** plus the operation and maintenance including replacement fee of **\$5.32** per 1,000 gallons of water or **\$.0396/per cubic feet**.

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 other part of this ordinance which can be given effect without such invalid part or parts.

DATE OF FIRST READING: February 22, 2024

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

- Alderswoman Kristi Cleghorn
- Alderman Patrick Fahey
- Alderman Bob Donovan
- Alderman Eric Bennett
- Alderman Mike Raney
- Alderman Jeff Eydmann
- 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



March 4, 2024

Mr. Happy Welch
City Administrator
City of Ste. Genevieve
165 S. 4th Street
Ste. Genevieve, MO 63670

SENT VIA: Email
(hwelch@stegenevieve.org)

RE: Marquette Park Trail Rehabilitation
Project No. 23-9542

Dear Mr. Welch:

Bids were received on February 27, 2024 for the Marquette Park Trail Rehabilitation project. Four (4) bids were received. A copy of the bid tabulation sheet is attached for your review.

Upon discussion with staff and review of references, Cochran recommends accepting the Base Bid from Kluesner Construction as the lowest and best qualified bidder in the amount of \$63,063.80 for the Marquette Park Trail Rehabilitation Contract.

Cochran will attend the March 14th Board Meeting and be available to answer any questions.

Sincerely,

Timothy J. Garbs, P.E.
Cochran

cc: Steve Wilson

**BID TABULATION SHEET
CITY OF STE. GENEVIEVE
MARQUETTE PARK TRAIL REHABILITATION**

Project No. 23-9542
Bid Date: February 27, 2024; 2:00PM

Item	Description	Unit	Quantity	Engineer's Cost Estimate		Kluesner Construction		CE Contracting		Jokerst Paving & Contracting		Jokerst, Inc.	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, Startup, Permits, Insurance & Bonding	LS	1	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$11,280.00	\$11,280.00	\$6,800.00	\$6,800.00
2	Site Earthwork (Includes Haul-In)	CY	252	\$40.00	\$10,080.00	\$24.30	\$6,123.60	\$40.00	\$10,080.00	\$64.00	\$16,128.00	\$45.00	\$11,340.00
3	Standard Duty Concrete Walking Trail Pavement with Sub-Base	SY	717	\$85.00	\$60,945.00	\$61.70	\$44,238.90	\$55.00	\$39,435.00	\$63.00	\$45,171.00	\$88.00	\$70,266.00
4	ADA Ramp and Landing with Curb & Gutter and Detectable Warning	LS	1	\$5,000.00	\$5,000.00	\$2,100.00	\$2,100.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,550.00	\$3,550.00
5	ADA Detectable Warning	EA	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,139.00	\$1,139.00	\$850.00	\$850.00
6	Finish Grading and Seeding	AC	0.49	\$10,000.00	\$4,900.00	\$8,370.00	\$4,101.30	\$23,450.00	\$11,490.50	\$8,000.00	\$3,920.00	\$6,800.00	\$6,800.00
Total Base Bid					<u>\$85,425.00</u>		<u>\$63,063.80</u>		<u>\$71,005.50</u>		<u>\$79,638.00</u>		<u>\$99,606.00</u>



Staff Report

Date: March 7, 2024

To: Board of Aldermen

From: D. Bova, Asst. City Administrator

RE: 58 S Main nuisance abatement bid

Issue:

In October, the Board declared a public nuisance existed at 58 S Main due to the unsafe conditions, dilapidation and decay of the brick building. We provided the owner 60 days to abate; that 60 days ended on December 13th. Due to the property line question (which was resolved on December 14th), an additional month was provided and the owner was informed as such. I spoke with the owner and re-requested either abatement or a signed contract for the required abatement, but no work has been completed and no contract has been presented.

Invitation to bid on this abatement work was posted in the Herald on 1/24 & 1/31 and was also communicated to 3 local contractors and 3 out of town contractors. A pre-bid meeting was held on Feb. 8th and one representative attended. We received one bid from that contractor, STAAT Tuckpointing & Waterproofing, for \$29,680.00. This is more than our current abatement budget but the abatement needs to be done. We could go out for bids again or take this bid and amend our budget.

Recommendation:

Provide direction to staff on your preference moving forward.

58 S Main Street Repointing and Masonry Repairs

Bid Opening – 10:00 am, Thur., Feb. 22nd

<u>Vendor / Company</u>	<u>Bid</u>
James G. Staat Tuck pointing & Waterproofing, Inc.	\$ 29,680. ⁰⁰
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Staff Report

March 14, 2024

To: Board of Aldermen
From: Happy Welch
Re: Jokerst Paving Contract



Issue:

The board approved the bid for the N. 4th St. Drainage/Paving work to be done by Jokerst Paving for \$132,295. This is the contract for the work.

Recommendation:

Approve the contract with Jokerst Paving.

BILL NO. 4609

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOKERST PAVING FOR THE “N. 4TH STREET DRAINAGE/PAVING IMPROVEMENTS PROJECT” IN AN AMOUNT OF \$132,295.00.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the “N. 4TH STREET DRAINAGE/PAVING IMPROVEMENTS PROJECT”; and

WHEREAS, the City advertised for bids in *The Herald* newspaper and received a total of three (3) proposals for the project; and

WHEREAS, the City accepted the low bid from Jokerst Paving in the amount of \$132,295.00 at the Board of Aldermen Meeting held on February 22, 2024; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve believe it to be in the best interests of the City to enter into the “Owner-Contractor Agreement”, (Exhibit “B”) incorporated by reference in this Ordinance to execute the “N. 4th Street Drainage/Paving Project.”

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

SECTION 1. The Owner-Contractor Agreement with Jokerst Paving of Festus, Missouri, for the amount of **one hundred thirty-two thousand two hundred ninety-five dollars and no cents (\$132,295.00)** is hereby approved in substantially the form of Exhibit “B” attached hereto, to execute for the “N. 4th Street Drainage/Paving Project.”

SECTION 2. The Mayor is hereby authorized and directed to execute and deliver the agreement on behalf of the City.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 4. REPEALER. All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

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

VOTE

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

___ YES ___ NO ___ ABSENT

APPROVED AS TO FORM:

Brian Keim, Mayor

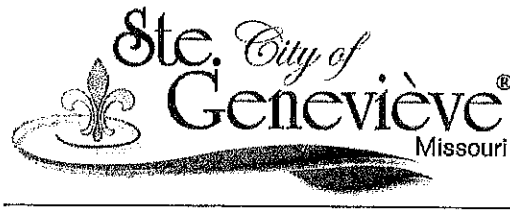
Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator



BID FORM North 4th St. Drainage and Paving

The City of Ste. Genevieve is accepting bids for the following street improvement:

- North 4th St. Drainage and Paving from Washington St. to LeCompte

TOTAL COST OF PROJECT\$ 132,295⁰⁰

- Bid project using spreadsheet included with bid form.
- Contractor shall perform leveling and spot wedging, as needed, of sufficient thickness to obtain the smoothest possible riding surface.
- Contractor shall perform milling as needed to meet existing structure and pavement elevations unless otherwise noted.
- Contractor shall install a tack coat of MoDOT SS1H material at the rate of .035 gallons per SY.
- Asphalt shall be applied with a self-propelled paver, except where hand application is necessary.
- After the asphaltic mixture has been spread, struck off and surface irregularities adjusted, the asphaltic mixture shall be compacted thoroughly and uniformly by rolling to obtain the required compaction while the asphalt is in workable condition. Asphalt shall conform to MoDOT BP1 mix type and shall be compacted to a finish thickness of 2" to 3" depending on project specification.
- Paving shall meet and blend into existing driveways and intersections accordingly.
- Asphalt material must be virgin, NO RECYCLED ASPHALT PRODUCTS (including shingles)
- City will provide sewer manhole and water valve risers for the Contractor to install. Contractor shall arrange for other utilities for valve cover adjustments.
- Work shall conform to the **GENERAL CONDITIONS OF OWNER- CONTRACTOR AGREEMENT.**
- Stormwater Improvements will need to follow the plan details.

The City of Ste. Genevieve shall require the following:

1. Bid (5% of bid), Performance & Payment Bonds from a company licensed to do business in Missouri.
2. Contractors shall perform compaction and depth testing in conformance with MoDOT standards and specifications.

3. Contractor and sub-contractors shall provide a Certificate of Insurance for the following coverage and listing the City of Ste. Genevieve as additional insured.

Commercial General Liability

Each occurrence -	\$1,000,000
Medical (any one person) -	\$ 5,000
Personal and ADV injury -	\$1,000,000
General Aggregate	\$2,000,000
Auto Liability – Comb Single Limit -	\$1,000,000
Umbrella Liability	
Each occurrence -	\$3,000,000
Aggregate -	\$3,000,000
Worker’s Compensation	\$3,000,000

4. Contractor and sub-contractors shall comply with the Prevailing wage laws of the State of Missouri, Annual Wage Order 30 – Ste. Genevieve County.

Direct Questions to Happy Welch, City Administrator, 573-883-5400/hwelch@stegenevieve.gov.
Pre-bid meeting Tuesday, January 30, 2024 at 10:00 a.m. at Ste. Genevieve temp City Hall, 44 Plaza Dr.

Sealed bids must be submitted to Pam Meyer, City Clerk at 44 Plaza Dr., Ste. Genevieve MO 63670 by 10:00 am on February 15, 2024 when bids will be opened and read in public. Mark outside of bid packets “**N. 4th Drainage and Paving Project.**”

The City of Ste. Genevieve reserves the right to reject any and all bids or parts thereof and to waive any informality to determine the lowest, responsive responsible bidder as approved by the Board of Alderpersons.

JOLEST PAVING & CONTRACTING
Company

Date: 2/15/2024


Authorized Signature.

N. 4th St. Stormwater/Asphalt BID OPENING
 2/15/2024

Name	Address	Bid Amount
Vern Bauman		\$ 132,458. ⁹¹ ₋
Jokerst, Inc.		\$ 142,522. ⁹⁵ ₋
Jokerst Paving		\$ 132,295. ⁰⁰ ₋

Those present for the bid:

Pam Meyer, City Clerk

Mike Welch, Jokerst Inc

MARK HUBER, JOKERST PAVING & CONT.

DAVID BOVA, CITY

Happy Welch, City of Ste. Gen

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 20__, by and between the **City of Ste. Genevieve**, a municipal corporation (hereinafter called the "Owner") and **Jokerst Paving**, 12132 State Road CC, Festus Missouri, (hereinafter called the "Contractor").

The project is identified as the N. 4th St. Drainage and Paving Improvements, located on N. 4th St. between Washington St. and LeCompte St. in the City of Ste. Genevieve, (hereinafter called "Project")

WITNESSETH:

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

ARTICLE I

The Contract Documents

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

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

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable there from, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement,

written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III

Time of Completion

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be substantially completed within **Thirty (30)** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

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

ARTICLE IV

The Contract Sum and Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **\$132,295**, with the price per ton of asphalt delivered subject to additions and deductions as provided in the Contract Documents. The bid documents as accepted by the City are attached for reference, with the City not including the repaving of Parkwood. Based upon proper application, final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed. The price is subject to the MoDOT Price Index as published for the period of construction.

ARTICLE V

Performance of the Work

(a) Within 5 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic

Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

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

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

ARTICLE VI

Delays Beyond Contractor's Control

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

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

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

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

ARTICLE VII

Changes in the Work

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

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

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

ARTICLE VIII

Termination by Owner

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may

deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

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

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

ARTICLE IX

Contractor's Liability Insurance

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

\$1,000,000 each occurrence

Umbrella Liability \$3,000,000 each occurrence

\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

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

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

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

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

By _____
 City of Ste. Genevieve

Title _____
 Mayor

 Brian Keim
 (Print Name)

 Title

By _____
 "Contractor"

ARTICLE X

Enumeration of The Contract Documents

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

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Construction Schedule
- (e) State Wage Determination
- (f) Bid Form Proposal

GENERAL CONDITIONS OF OWNER-CONTRACTOR AGREEMENT

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract Documents include the Owner-Contractor Agreement, General Conditions of the Owner-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit the Construction Schedule and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a written Change Order.

1.1.2 The Contract. The Contract Documents form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the Bidding Documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work means the construction and services required or reasonably inferable from the Contract Documents, and includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice from the Owner notifying the Contractor of the date on or before which he is to begin execution of the Work.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than duplicate by the Owner and Contractor.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.2.4 In the event of any conflict or inconsistency in the Contract Documents, the better quality and quantity of Work, as determined by the Engineer, shall be provided without change in the Contract Sum.

1.3 COPIES FURNISHED AND OWNERSHIP

Not Applicable.

ARTICLE 2

OWNER

2.1 DEFINITION

2.1.1 The Owner is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Owner" means the Owner or its authorized representative.

2.2 OWNER'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective work, or fails to supply labor, materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any third party.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the Owner may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner promptly upon request.

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall perform the Work in accordance with the Contract Documents, and shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for

coordinating all portions of the Work, and shall be solely responsible for job-site safety precautions, procedures and programs.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the Owner reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. SS290.210 (2000) through 290.340 (2000), and any amendments thereto, including, but not limited to the following:

1. In accordance with MO.Rev.Stat. S290.250 (2000), the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workers performing Work under the Contract.

2. In accordance with MO.Rev.Stat. S290.250 (2000), the Contractor shall forfeit as a penalty to the Owner one hundred and 00/100 dollars (\$100.00) for each worker employed for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

3. In accordance with MO.Rev.Stat. S290.265 (2000), the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workers shall be employed on the Work.

The contractor and all subcontractors must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo.

Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

4. In accordance with MO.Rev.Stat. S290.290 (2000), before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law.

Final payment shall not be due unless and until this affidavit is filed in proper form and order.

3.3.4 The Contractor shall comply with MO.Rev.Stat. SS290.550 (2000) through 290.580 (2000) regarding the utilization of Missouri laborers and laborers from nonrestrictive states for employment on Missouri public works projects, when the unemployment rate exceeds 5% for two consecutive months. The Contractor shall advise all of its subcontractors of this obligation prior to entering into any subcontract with them, and Contractor shall be liable for, and shall promptly reimburse Owner for, all fines, penalties or costs (including attorney's fees) imposed upon or incurred by Owner as a result of any failure of the Contractor any of its subcontractors to comply with this requirement.

3.3.5 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 Contractor warrants that it shall use sound construction principles and practices in the performance of the Work and that it shall apply to the Work a high degree of skill, care, judgment and supervision to assure that the Work is performed properly and in accordance with the Contract Documents. Contractor further warrants that the Work shall be free from defects due to faulty materials, equipment or workmanship for one year from the date of Final Completion of the Project. If any defect exists in the Work within such period, Contractor shall promptly, upon notice from Owner, at Contractor's expense, make suitable repairs or replacements. If Contractor fails to make or commence such repairs or replacements as required above, Owner may make such repairs, and Contractor shall promptly reimburse Owner for its costs in making suitable repairs or replacements. In either case, Contractor shall also pay for any resulting damage to other property and work occasioned by Contractor's breach of any of the aforementioned warranties or guaranties.

3.4.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work, all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work so as to preserve all such warranties.

3.4.3 Owner's rights under Section 3.4 are in addition to all other rights or remedies which it may have under the Contract or at law or equity.

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Owner in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Owner, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent who shall be in attendance at the Project site during performance of the Work. This person shall be a superintendent who will be responsible for the satisfactory progression of the Work and to ensure that all Work is being completed in accordance with the Drawings and Specifications. He is also to relay any conflicts or discrepancies that arise in the Drawings to the Owner's representative for resolution or interpretation. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under the Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

Not Applicable

3.9 CLEANING UP

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 The Contractor is responsible for securing his own project storage site which shall not be located on Owner's property without prior written consent of the Owner. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, except to the extent that such claims, damages or losses are caused by the negligent act or omission of the Owner.

3.10.2 In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

ARTICLE 4

SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a list of subcontractors, along with other required Contract Documents, to the Owner. Contractor shall complete and submit a revised list to the Owner in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the Owner.

4.2.2 Prior to the award of the Contract, the Owner will notify the bidder in writing if the Owner, after due investigation, objects to any such person or entity proposed by the bidder pursuant to Subparagraph 4.2.1 above. If the Owner objects to any such proposed person or entity, the bidder may, at his option, (1) withdraw his bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall not subcontract more than sixty-five percent (65%) of the total Contract cost.

4.2.4 The Owner reserves the right to reject a Subcontractor, if in the Owner's sole discretion, delays may result in the performance of work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the Owner of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the Owner under a different contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the Owner retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the Owner.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed portions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the Owner.

4.2.6 If the Owner requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization who has not been accepted by the Owner prior to the Contract Award, unless the substitution is accepted by the Owner in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

1. require the Work to be performed in accordance with the requirements of the Contract Documents;

2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;

3. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Paragraph 10.2;

5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and

6. require the Subcontractor (and the Sub-subcontractor) to indemnify and hold harmless the Owner against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and

employees, except to the extent such claims, damages or losses are caused by the negligent act or omission of the Owner.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the Owner withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The Owner shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE 5

SEPARATE CONTRACTS

5.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The Owner reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the Work or property of any other contractor on the project, and such separate contractor sues the Owner or initiates a legal proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the Owner arises there from the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

5.3 OWNER'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.9, the Owner may clean up and charge the cost thereof to the separate contractors.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the Owner.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the Owner. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the Owner harmless from and against any loss on account thereof.

6.6 TESTS

6.6.1 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

6.6.2 The Owner will provide special inspection and testing services to verify the Work is performed in accordance with the Contract. The Owner will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the Owner forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the Owner. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the Owner's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the Owner shall bear such costs.

6.7 PERFORMANCE AND PAYMENT BONDS

6.7.1 A Performance & Payment Bond in an amount equivalent to one hundred percent (100%) of the Contract price must be furnished and executed by the successful bidder, this bond to be in the form contained in this Contract. The Surety shall be a corporate surety company or companies of recognized standing, licensed to do business in the State of Missouri and acceptable to the Owner.

6.8 SHOP DRAWINGS AND SUBMITTALS

Not Applicable

ARTICLE 7

TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said Work shall include all punch list items deemed necessary by the Owner. The date of completion of the Contract shall be the date when all work including Owner punch list items have been approved in writing by the Owner.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the Owner to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the Owner-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 Upon final completion of the Work, the Contractor shall submit to the Owner an itemized Application for Payment pursuant to the Owner-Contractor Agreement on supported by such data substantiating the Contractor's right to payment as the Owner may require.

8.2.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

If the Contractor has made Application for Payment as above, the Owner will, in accordance with the Owner-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the Owner's reasons for withholding all or any portion of such payment.

8.4 COMPLETION AND FINAL PAYMENT

8.4.1 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will make final payment to the Contractor in accordance with the Owner-Contractor Agreement.

8.4.2 The final payment shall not become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as amended by MO.Rev.Stat. 1969, and (4) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner indemnifying the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.3 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the Owner deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The Owner will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The Owner shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim Form. A copy of the Damage Claim Form shall be submitted by the Owner to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim Form from the Owner. If the Owner shall have a legitimate basis for believing that such claim is valid, the Owner shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the Owner has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

ARTICLE 10

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the Owner-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the Owner-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.10.

10.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Certificate of Insurance must state: **"The City of Ste. Genevieve and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given to the Owner.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

10.2.2 The Contractor shall purchase and maintain such machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates of Insurance must state on the certificate: **"The City of Ste. Genevieve and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

10.2.4 Any loss insured by property insurance maintained by the Owner shall be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause.

10.2.5 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, Owner-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE 11

CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the Owner-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed and performed under the applicable conditions of the Contract Documents.

11.1.2 A Change Order is a written order to the Contractor signed by the Owner, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor shall receive no compensation or extension of time for performing any additional or extra work unless Contractor receives a written Change Order or other written direction signed by the Owner before performing such work.

11.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in accordance with the Owner-Contractor Agreement.

11.2 MINOR CHANGES IN THE WORK

11.2.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

11.3 CLAIMS AND DISPUTES

11.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner notice after the occurrence of the event-giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined in accordance with Paragraph 11.3.5. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3.2 The Contractor shall carry on the Work and adhere to the Construction Schedule pending all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Owner agrees to pay the Contractor, in accordance with the Contract Documents, for Work performed that is not subject to dispute or disagreement.

11.3.3 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then the Contractor shall give notice thereof to the Owner. The Owner will promptly investigate such conditions and, if they differ materially from those indicated in the Contract Documents and cause an increase or decrease in the Contractor's cost of or time required for performance of the Work, will adjust the Contract Sum or the Contract Time, or both. If the Owner and the Contractor cannot agree on the amount of the adjustment to the Contract Sum or the Contract Time, it shall be determined in accordance with Paragraph 11.3.5.

11.3.4 If the Contractor wishes to make a claim for an increase in the Contract Time, he shall give the Owner notice thereof after the occurrence of the event-giving rise to such claim. Adjustment to the Contract Time shall be in accordance with Article VI of the Owner-Contractor Agreement.

11.3.5 In the case of any legal or equitable action taken by either party in connection with a default or breach of the other party, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorney fees incurred in connection therewith. This contract shall be governed and interpreted in accordance with the laws of the State of Missouri and the venue for any cause of action shall be the 24th Judicial Court in Ste. Genevieve County, Missouri.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

Not applicable.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the Owner.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 13

SPECIAL PROVISIONS

13.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

The Contractor's Work must be scheduled such that local traffic is maintained or properly detoured during construction. It shall be the Contractor's responsibility to provide a traffic way or detour that is usable in all weather conditions.

13.2 ACCESS

13.2.1 Areas of intersections and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.

13.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the placing and compacting of the asphalt.

All temporary materials used for access will be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

If said access is not supplied as set out above, the Owner will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

13.3 PRECONSTRUCTION CONFERENCE

13.3.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the Owner, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.4 SEQUENCE OF WORK

13.4.1 A schedule of the Contractor's Work shall be submitted to the Owner for approval as required under Article V of the Owner-Contractor Agreement.

13.4.2 The Contractor shall furnish the Owner his proposed sequence and schedule for the completion of all Work for their review and approval prior to the time of the preconstruction

conference. The Owner shall have the right to specify the order of construction as deemed necessary.

13.5 CONSTRUCTION LIMITS

13.11.1 The construction limits consist of the public rights-of-way and acquired easement areas. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

13.6 ALTERED QUANTITIES

13.6.1 The Owner reserves the right to make changes which may vary the accepted quantities from those shown on the Itemized Bid Form.

13.6.2 The Contractor shall accept, as payment in full, payment at the original Contract unit bid prices for the accepted quantities of work done. No allowance will be made for any increase expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

13.7 ADDITIONS TO CONTRACT

13.7.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

13.8 PURCHASE OF MATERIALS AND EQUIPMENT

13.8.1 Sales to contractors who purchase construction materials and supplies to fulfill their contracts for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current Exemption Letter and a project Exemption Certificate to the contractor authorizing the purchases for the project. The exempt organization may monitor all supplies purchased, used, and consumed in fulfilling the project.

13.8.2 A project Exemption Certificate shall include, but may not be limited to, the following:

1. The exempt entity's name, address, Missouri Tax Identification Number and signature of authorized representative of the exempt entity;
2. The project location, description and unique identification number;
3. Date the Contract is entered into;
4. The estimated project completion date; and
5. The certificate expiration date.

13.8.3 Contractors must provide a copy of the exempt organization's Exemption Letter and the project Exemption Certificate to suppliers when purchasing materials and supplies to be consumed in the project.

13.8.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

13.8.5 Suppliers shall render to the Contractor invoices bearing the name of the exempt organization and the project identification number. These invoices must be retained by the purchasing Contractor for a period of five (5) years.

13.8.6 Contractors must file a sales tax return for all excess resalable materials and supplies which are not returned to the supplier. This return must be filed and paid not later than the due date of the Contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

13.8.7 An exempt organization that fails to revise the project Exemption Certificate expiration date as necessary to complete any Work required by the Contract will be liable for any sales tax due as determined by an audit of the Contractor.

13.9 TESTING

13.16.1 Materials Testing and Inspection Service: Owner may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor shall coordinate all Work and cooperate to allow for testing procedures as required by the Owner.

13.10 TECHNICAL SPECIFICATIONS

13.10.1 Where the term "Standard Specifications" is used, such reference shall mean the 2011 edition of the Missouri Standard Specifications for Highway Construction, except as otherwise provided in the contract documents. Where reference is made to a specific part of the Standard Specifications, such applicable part shall be considered as part of this Section of the Specifications. In case of conflict in the requirements of the Standard Specifications and the requirements stated herein, the requirements here shall prevail.

Staff Report

March 14, 2024

To: Board of Aldermen
From: Happy Welch
Re: Muni Band Agreement



Issue:

The City collects a property tax for the Municipal Band that pays for equipment and concerts plus some grants for music groups at festivals/events. Every year the board approves a new agreement with the Muni Band. This latest agreement will automatically renewable unless the appropriation amount changes.

Recommendation:

Approve the new agreement with the Muni Band.

BILL NO. 4610

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE MUNICIPAL BAND.

WHEREAS, the Ste. Genevieve Municipal Band has operated the City Municipal Band Services for many years providing the public with municipal band services for the enjoyment of the general public and the citizens of Ste. Genevieve; and

WHEREAS, the Mayor and Board of Aldermen recognize the value of these past efforts of the Municipal Band and desire to hire a municipal band for the FY 2024 Band Services; and

WHEREAS, due to the success of the Municipal Band, the City and the Band hereby wish to continue the joint effort to fund the operation of the Band and provide a written statement of those covenants pursuant to the terms of this agreement; and

WHEREAS, the proposed agreement was reviewed and negotiated by the City and the President of the Band, and the City Budget for FY 2024 Line Item 25-25-7060 contains appropriate resources to carry out the goals of the proposed Agreement; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve after review accept and enter into this Agreement, a copy of which is attached as "Exhibit A".

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

SECTION 1. The Mayor is hereby authorized and directed by the Board of Aldermen of the City of Ste. Genevieve, Missouri to execute and deliver on behalf of the City the Agreement hereby accepted and approved with the Ste. Genevieve Municipal Band in substantially the form of the contract "Exhibit "A" as attached hereto.

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

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

SECTION 4. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be given effect without such invalid part or parts.

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

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

VOTE

- ALDERMAN PATRICK FAHEY**
- ALDERWOMAN KRISTI CLEGHORN**
- 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

AGREEMENT

THIS AGREEMENT, executed this ____ day of _____, 2024 is made between the City of Ste. Genevieve, Missouri, a municipal corporation, hereinafter described as "City" and the Ste. Genevieve Municipal Band, a benevolent corporation in good standing with the Missouri Secretary of State's Office, hereinafter described as "Band".

WITNESSETH:

- A. The Ste. Genevieve Municipal Band was formally created as a benevolent corporation on May 20, 1963 and has provided band services for many years to the public in the City of Ste. Genevieve for the enjoyment of the general public and the citizens of Ste. Genevieve. The Band has offered their services to perform a series of concerts for the public benefit.
- B. The Mayor and the Board of Aldermen recognize the value of these past efforts of the Band and desire to retain the Band for annual band services.
- C. Because of the success of the Band over the past many years, City and Band hereby desire to continue the joint effort to fund the operation of the Band and provide a written statement of agreement with regard to those services.

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

1. MUNICIPAL BAND HIRED.

The City hereby retains the services of the Band as its municipal band.

2. SERVICES PROVIDED BY BAND.

- A. The Band shall continue to provide municipal band services to the City.
- B. The band will perform a total of ten (10) summer concerts each year during the term of this agreement. Additionally, the German Band Section of the Band shall perform two (2) concerts during the Jour de Fete Celebration which occurs on the second weekend of August each year. Such performances shall be held outdoors, weather permitting, in a location reasonably convenient to the public.
- C. The Band shall perform concerts for the benefit of the general public during Memorial Day services and shall perform an annual Holiday Season Concert during the month of December. The Band shall also perform at civic events when reasonable requests are made by the City for those additional services.

- D. The Band will provide all instruments, equipment, tools, sheet music, lubricants, reeds and other related items necessary to perform the services pursuant to this agreement. The City shall not be held liable for any damages or repairs to any of the band supplies or equipment, or any related items used in the performance of the services this agreement.
- E. The Band shall maintain general liability insurance coverage in an amount of at least One Million Dollars (\$1,000,000.00) and annually provide the City Clerk of the City with a Certificate of Insurance with the City listed as an additional insured. When performing on privately owned property for concerts, the Band shall provide a Certificate of Insurance to the property owner(s) prior to using the property.
- F. The Band shall submit an annual report to the Ste. Genevieve Board of Aldermen on or before March 1 of each year that this agreement is in effect. The report shall include, at a minimum, an itemized listing of all expenditures made for the services provided pursuant to this agreement, a roster of names and addresses of members of the Band, a listing of the dates of all concerts performed the previous calendar year, and an itemized inventory of all instruments and equipment of the Band.

3. RESPONSIBILITIES OF CITY.

- A. In exchange for the successful operation of the Band, the City will pay to the Band the sum of fifty-one thousand and no cents) Dollars (\$51,000) for the Band services set forth in this agreement and will appropriate a sum of up to Six Thousand Five Hundred Dollars (\$6,500.00) for the Band Municipal Band Musical Grant Program, which is detailed in Exhibit B, a copy of which is attached to this agreement by reference and incorporated as if more fully set forth herein.
- B. The City will make payments to the Band in equal installments on May 15th, July 15th and September 15th of each year during the term of this agreement. Those funds will be determined by a vote of the Board of Aldermen of the City at a meeting following the receipt of the annual report to the Board of Aldermen from the Band. The payments made by the City during the initial term of this agreement shall be as follows:

<u>Amount</u>	<u>Date</u>
\$17,000	May 15, 2024
\$17,000	July 15, 2024
\$17,000	September 15, 2024

C. The City may provide other assistance to the Band and the use of City facilities as requested by the Band in the City's discretion.

4. INDEPENDENT CONTRACTOR.

Band, and their agents and employees, are independent contractors performing services to the City by this agreement and are not to be considered employees or agents of the City, nor is any member of the Band, or its agents or employees, entitled to any benefits from the City beyond the terms contained in this agreement.

5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one (1) year from the date above and shall automatically renew unless terminated by either party by giving written notice to the other party on or before the 1st of January of any calendar year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above mentioned.

CITY OF STE. GENEVIEVE

STE. GENEVIEVE MUNICIPAL BAND

Brian Keim, Mayor

James Donze, President

ATTEST:

Pam Meyer, City Clerk

Approved as to form:

Mark Bishop, City Attorney

BILL NO. 4611

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR BETHANY NOBLE THAT WILL ALLOW GUEST LODGING AT 105 N. SECOND STREET.

WHEREAS, Bethany Noble is requesting a Special Use Permit that will allow Guest Lodging at 105 N. Second Street, which is currently located in an R-2 General Residential District; and

WHEREAS, the Planning & Zoning Commission recommended approval (5-Yes 0-No 3-Absent) at the March 7, 2024 meeting with the terms and conditions stated in Exhibit “A”, attached to and made part of this ordinance.

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

SECTION ONE. The Board of Aldermen hereby approves the Special Use Permit request by Bethany Noble that will allow guest lodging at 105 N. Second Street with the terms and conditions stated in “Exhibit A”.

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

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

SECTION FOUR. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be give effect with such invalid part or parts.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

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

VOTE

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

_____ **Yes** _____ **No** _____ **Absent**

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

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

APPLICANTS NAME: John & Bethany Noble

ADDRESS: 7245 Christopher Drive, St. Louis, MO 63129

BRIEF DESCRIPTION OF REQUEST: To allow guest lodging at 105 N 2nd Street

DATE OF REQUEST: Feb. 1, 2024

RECOMMENDATION

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

APPROVED () DENIED () TABLED

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

Terms & Conditions

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

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

8. Signage identifying the guest lodging home shall be small and simple in nature and be attached to the structure so as to easily identify the entrance to the unit.

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

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

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

VOTE OF THE COMMISSION MEMBERS RECORDED AS FOLLOWS:

COMMISSIONERS	YES	NO	ABSENT	ABSTAIN
Gary Roth, Chairman	<u>X</u>	---	---	---
June Ewing	---	---	<u>X</u>	---
Joseph Prince, Alderman	<u>X</u>	---	---	---
Anthony Grass	<u>X</u>	---	---	---
Carl Kinsky	<u>X</u>	---	---	---
Gerald Bauman	---	---	<u>X</u>	---
Justin Donovan	<u>X</u>	---	---	---
Kathleen Waltz	---	---	<u>X</u>	---



 Gary Roth, Chairman

3-7-24

 Date



STAFF REPORT

March 7, 2024

Submitted by David Bova, Assistant City Administrator
Ste. Genevieve Planning & Zoning Commission

SPECIAL USE PERMIT
SUP003-24 / 105 N 2nd

SPECIAL USE PERMIT: To allow guest lodging at 105 N 2nd Street, a single family residential structure.

R-2 General Residential District

Owner: John & Bethany Noble
7245 Christopher Drive
St. Louis, MO 63129

Applicant: John & Bethny Noble

Legal Description: See attached.

Size of Lot: 0.23 acre, 10,080 Sq. Ft. (+/-) /
South line 86' (+/-), West line 115' (+/-), North
line 90' (+/-) East line 110' (+/-).



REQUEST:

To receive a Special Use Permit to allow guest lodging.

BACKGROUND

- The property is located in an R-2 General Residential Zone District.
- The property sits at the northwest corner of N 2nd & Jefferson Streets. The property is bordered on the on the west and north side by residential lots within the R-2 General Residential Zone; both lots have single-family homes on them. The property is bordered on the south side by Jefferson Street and on the east side by N 2nd Street. On the opposite sides of these two streets are residential lots with single-family homes; the properties located across both of these streets are within the C-2 Central Business District Zone.
- The property is a contributing structure within the Ste. Genevieve National Register Boundary and sits within the Ste. Genevieve National Landmark District. NRHP documents show that it was built c.1920.
- The structure's current use is as a single family residence.
- There is a detached two-car garage at the northwest corner of the lot, however the applicants plan to utilize this garage for their personal use. There is additional off-street parking along the rear of the home on a concrete driveway with access off of Jefferson Street that is approximately 15' wide and 80' long; this driveway area provides parking for approximately four (4) vehicles.

- Part of the property sits within the FEMA-identified floodplain but the structure itself does not.
- **Municipal Code Section 405.060 (A) (1) (d) (2)** R-2 – General Residential District Regulations provides: (1) Use Regulations. A building or premises shall be used only for the following purposes: (d) Following uses with special use permit only: (2) Rooming house, boarding house or guest lodging.
- **Municipal Code Section 405.020** DEFINITIONS defines Guest Lodging as: A lodging establishment renting guest rooms or units only to transient guests and having fewer than ten (10) guest rooms; and defines Transient Guest as: Any person who rents and occupies a guest room in a guest lodging establishment for period of less than thirty-one (31) days during any twelve (12) month period.
- **Municipal Code Section 405.170 (A) (14)** Off Street Parking Regulations states (A) No building shall be erected, enlarged to the extent of increasing the floor area by as much as fifty percent (50%), or changed in use unless there is provided on the lot space for the parking of automobiles or trucks in accordance with the following minimum requirements. (14) Rooming or Lodging Home or Guest Lodging. One (1) parking space for each two (2) sleeping rooms. This structure has three (3) bedrooms and would require a minimum of two (2) parking spaces.
- **Municipal Code Section 405.200 (A)** Special Use Regulations provides: (A) Subject to the provisions of this Section, the Board of Alderman of the City of Ste. Genevieve may, after public hearing before the Board of Aldermen and after study and report by the City Planning and Zoning Commission, authorize special uses in any district as herein qualified from which the uses are otherwise prohibited based on whether such building or use will:
 1. Substantially increase traffic hazards or congestion.
 2. Adversely affect the character of the neighborhood.
 3. Substantially increase fire hazards.
 4. Adversely affect the general welfare of the community.
 5. Overtax public utilities.
 6. Be in conflict with the Comprehensive City Plan
- **Municipal Code Section 405.200 (D) (23)** Special Use Regulations provides: (D) The following special uses are authorized providing they comply with all the regulations set forth in this Chapter for the district in which such use is located.... (23) All uses by which special use permits are required by other Sections of this Chapter.
- **Municipal Code Section 405.205 (F)** Table Summary of Permitted Signs allows Guest Lodging signs within an R-2 District.

PROJECT DESCRIPTION

The applicants, John & Bethany Noble, wish to allow guest lodging, commonly known as a "VRBO" or "AirBnB", within the single family residential structure at 105 N 2nd Street.

Specific Findings of Fact:

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

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

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

RECOMMENDATION:

Staff recommends the following Standard Motion: "Motion to APPROVE Special Use Permit 003-24 with the conditions listed in the staff report":

Conditions:

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

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

Note: Staff recommendation does not constitute Commission action.

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

SUP003-24

FEE: \$50.00
PAID:

DATE RECEIVED
FEB 01 2024
BY:

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION A.

1. Street Address of Tract or Tracts:

105 N. 2nd St.

2. Names and Addresses of All legal owners of tract(s).

Bethany Noble

John Noble

3. Current Zoning Classification:

- A (Agricultural)
- MH (Mobil Home Park)
- R-1 (Single Family Residential)
- R-2 (General Residential)
- C-4 (Neighborhood Commercial)

- I-1 (Light Industrial)
- I-2 (Heavy Industrial)
- C-1 (General Commercial)
- C-2 (Central Business)

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

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

Bethany Noble Bethany Noble
PRINTED OR TYPED NAME SIGNATURE

John C. Noble John Noble
PRINTED OR TYPED NAME SIGNATURE

6. Contact for Application:

Name: Bethany Noble

Address: 7245 Christopher Dr. St. Louis, MO 63129

Phone: 804-551-2216

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

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 888-5400 Fax (573) 888-8105

Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)


Applicant's Signature

SECTION B.

1. Legal description of tract(s)

see deed

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

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

Section C.

SECTION C:

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



List Attached

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

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

Special Use Permit Application

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SECTION D.

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

Air Sn b

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

YES NO

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

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

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

4. What other uses will exist on the premises? No

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

No

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SECTION E.

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

Tourism will stimulate the local economy.

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

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

Special Use Permit Application

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THIS SECTION TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

Application Address: 105 N 2ND

Applicant Name: BETHANY NODLE

Date of Planning and Zoning Meeting: 3/7

Planning and Zoning Commission: Approved Denied

Date of Board of Alderman Meeting: 3/14/24 Approved Denied

Received By: DB Date & Time _____

CITY OF STE. GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

SUP003-24

PLEASE PRINT OR TYPE (BLACK INK ONLY)

POLICE CHIEF'S REVIEW:

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

() YES (Please Explain Below)

~~()~~ NO

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

None


Police Chief's Signature

2.8.24
Date

FIRE CHIEF'S REVIEW

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

() YES (Please Explain Below)

() NO

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

Fire Chief's Signature

Date

CITY OF STE.GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

SUP003-24

PLEASE PRINT OR TYPE (BLACK INK ONLY)

POLICE CHIEF'S REVIEW:

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

() YES (Please Explain Below)

() NO

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

Police Chief's Signature

Date

FIRE CHIEF'S REVIEW

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

() YES (Please Explain Below)

(X) NO

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

NO NV



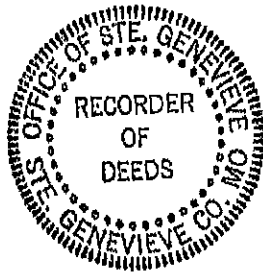
Fire Chief's Signature

2/7/24

Date

**State of Missouri
County of Ste. Genevieve**

I hereby certify that the within Instrument
was filed on: **8/22/2022 10:21 AM**
Number of Pages: 4
Fees: \$33.00 Doc # 2022-2522
Peggy Yarnitz, Recorder



Dana Jacob
Deputy Recorder

GENERAL WARRANTY DEED

THIS DEED, made and entered into this 18th day of August, 2022
By and between Grantor,

BOBBY REINBOTT and KIM REINBOTT, husband and wife

Of the County of Ste. Genevieve, in the State of Missouri, party or parties of the first part and
Grantee,

JOHN C. NOBLE and BETHANY C. NOBLE, husband and wife

105 N. 2nd Street
Ste Genevieve, MO 63670

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

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

All that certain lot in Block No. 13 of the City of Ste. Genevieve, described as follows, to-wit: Begin at the Northeast corner of said Block No. 13 and run thence South 10 degrees East, 83 feet, and 10 inches for the beginning corner; thence South 79 degrees 40 minutes West 98 feet and 4 inches, to line of Wm. W. Wilder's property; thence South 13 degrees East 240 feet to the North line of Jefferson Street; thence with North line of Jefferson, North 75 degrees 15 minutes East, 86 feet and 4 inches, to West line of Second Street; thence North 10 degrees West 234 feet, 4 inches, to the point of beginning.

EXCEPTING from the above described property the North part thereof, conveyed to William Russel Wilder by Andrew J. Siebert and Annie Brooks Siebert, his wife by deed dated July 2nd, 1923 recorded in Book 93 at Page 205 of the Ste. Genevieve County, Missouri land records, and described as follows, to-wit: Begin at the Northeast corner of Block No. 13, of the City of Ste. Genevieve, and run thence South 10 degrees East 83 feet and 10 inches for beginning corner,

thence South 79 degrees 40 minutes West along and with the South line of lot owned by Andrew Wilder, 98 feet and 4 inches, to the East line of Wm. W. Wilder's property in said Block; thence with said Wilder line South 13 degrees East, 125 feet, for corner; thence Eastwardly, parallel to the South line of Andrew Wilder's lot to the West line of Second Street; thence with said West line of Second Street, North 10 degrees West, 125 feet to the place of beginning.

ALSO a right-of-way for driveway purposes, 10 feet wide, South of and adjoining to the lot herein above described, and extending from the West line of Second Street, Westwardly to the East line of Wm. W. Wilder property.

ALSO, part of Block 13 to the City of Ste. Genevieve, Missouri, being more particularly described as follows, to-wit: Commencing at a chiselled cross in the sidewalk at the intersection of the West line of 2nd Street and the North line of Jefferson Street, said cross being the Southeast corner of aforesaid Block 13. Thence North 11 degrees 32 minutes 30 seconds West along aforesaid West line a distance of 99.37 feet to a chiselled cross in the sidewalk at the Northeast corner of a tract conveyed to James L. Francis and Rosemary M. Francis, his wife recorded in Book 342 at Page 75 of the Ste. Genevieve County, Missouri land records, and being the point of beginning of tract herein described, thence South 78 degrees 57 minutes 21 seconds West along the North line of said Francis tract a distance of 89.71 feet to a cross chiselled in concrete at the Northwest corner of aforesaid Francis tract, thence North 13 degrees 26 minutes 30 seconds West a distance of 10.18 feet to an iron pin. Thence North 78 degrees 57 minutes 21 seconds East a distance of 90.04 feet to a cross chiselled in the sidewalk on aforesaid West line of Second Street, thence South 11 degrees 32 minutes 30 seconds East a distance of 10 feet to the point of beginning.

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

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

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

Bobby Reinbott Jr.

Bobby Reinbott

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

On this 18th day of August, 2022, before me personally appeared Bobby Reinbott, a married person, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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



Chloe G Muscha

Notary

Kim Reinbott
Kim Reinbott

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

On this 22nd day of August, 2022, before me personally appeared Kim Reinbott, a married person, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

Tosha A Boyer
Notary

TOSHA A. BOYER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF STE. GENEVIEVE
COMMISSION #13774774
My Commission Expires: October 12, 2025

Adjoining Property Owners to 105 N 2nd

Michael & Margaret Phelps
147 N 2nd
Ste. Genevieve, MO 63670

Norman & Mariletta Scherer
149 N 2nd
Ste. Genevieve, MO 63670

Tina Smith
151 N 2nd
Ste. Genevieve, MO 63670

Doral & Lynette Parmer
199 N 2nd
Ste. Genevieve, MO 63670

City of Ste. Genevieve
165 S 4th
Ste. Genevieve, MO 63670

Rosemarie Adkins & Levi Coffman
242 Washington St
Ste. Genevieve, MO 63670

Michael & Barbara Scherer
217 Jefferson St
Ste. Genevieve, MO 63670

Adam Jett & Crystal Jarvis
231 Jefferson St
Ste. Genevieve, MO 63670

Christia Turner
249 Jefferson St
Ste. Genevieve, MO 63670

3-D Rentals 2, LLC
755 N 3rd
Ste. Genevieve, MO 63670

Kristi Cleghorn
253 Jefferson St
Ste. Genevieve, MO 63670

River Fuller
258 Jefferson St
Ste. Genevieve, MO 63670

Alfred J Keiser Rev. Living Trust
246 Jefferson St
Ste. Genevieve, MO 63670

Gavilan Properties LLC
46 S Main St
Ste. Genevieve, MO 63670

Nancy Fischer
59 N 2nd
Ste. Genevieve, MO 63670

Geoffrey Giglierano
55 N 2nd
Ste. Genevieve, MO 63670

Carl Kinsky & Susan Johnson
64 N 2nd
Ste. Genevieve, MO 63670

William & Shannon Grass
4916 SW 19th Pl
Cape Coral, FL 33914-6917

G6 Investments LLC
6600 Rodeo Drive
Festus, MO 63028

Colleen Weiler
425 Sycamore Dr
Ste. Genevieve, MO 63670

Dale & Alice Blechle
104 N 2nd
Ste. Genevieve, MO 63670

James Mullen
145 Jefferson St
Ste. Genevieve, MO 63670

Rick & Janet Skinner
1821 Greensferry Road
Jackson, MO 63755

Jennifer Olive Kraus
145 Washington St
Ste. Genevieve, MO 63670

Lisa & Douglas Palmer
186 Washington St
Ste. Genevieve, MO 63670

Darwin & Sandra Muzzy
176 N 2nd
Ste. Genevieve, MO 63670

Renters

Beth Gross
151 N 2nd
Ste. Genevieve, MO 63670

Hannah Walker
99 N 2nd
Ste. Genevieve, MO 63670

William Grass
98 N 2nd
Ste. Genevieve, MO 63670

Kara Burt
150 Jefferson St
Ste. Genevieve, MO 63670



To: Surrounding Property Owners
From: David Bova, Assistant City Administrator
Subject: Request for Special Use Permit
Date: February 8, 2024

Bethany Noble is requesting a Special Use Permit to operate a guest lodging house, commonly known as "Vacation Rental By Owner" or "AirBnb" at 105 N 2nd Street, which is in an R-2 General Residential zoning district. Such use is permitted in an R-2 Residential Zoned District with a Special Use Permit.

The Planning and Zoning Commission for the City of Ste. Genevieve, Missouri will hold a public meeting on this request on Thursday, March 7th at 6pm at City Hall, 165 S 4th Street.

If approved by the Planning and Zoning Commission, The Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on the recommendations of the Planning and Zoning Commission on Thursday, March 14th at 6:00 pm at City Hall, 165 S 4th Street.

All interested parties are invited to attend.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Bova", with a horizontal line extending to the right.

David Bova,
Assistant City Administrator

City of Ste. Genevieve
165 S. Fourth Street, Ste. Genevieve, MO 63670
573-883-5400



February 8, 2024

Bethany Noble
7245 Christopher Drive
St. Louis, MO 63129

Ms. Noble,

Enclosed please find a letter that was sent to the surrounding property owners of 105 N 2nd Street regarding your request for a special use permit. Your attendance is needed at the Planning & Zoning meeting and the Public Hearing for which your request will be discussed.

PLANNING & ZONING MEETING
Thursday, March 7th at 6:00 pm

PUBLIC HEARING – BOARD OF ALDERMAN (if approved by P&Z)
Thursday, March 14th at 6:00 pm

These meetings will be held at City Hall, 165 S 4th Street. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Bova", with a horizontal line extending to the right.

David Bova,
Assistant City Administrator

City of Ste. Genevieve
165 S. Fourth Street, Ste. Genevieve, MO 63670
573-883-5400

Run week of Feb 21– 1 week only

NOTICE OF PUBLIC HEARING

The Planning & Zoning Commission of the City of Ste. Genevieve, Missouri will hold a public meeting on Thursday, Mar. 7th, 2024 at 6:00 PM at City Hall, 165 S 4th Street.

The Mayor and the Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on Thursday, Mar. 14th, 2024 at 6:00 PM at City Hall, 165 S 4th Street.

The purpose of this meeting & hearing is to consider the following.

A request from Bethany Noble for a special use permit to allow guest lodging at 105 N 2nd St. in an R-2 General Residential District.

All interested parties are invited to attend.