

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – MARCH 28, 2024
165 S. FOURTH STREET
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLIGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

Podium presentation by SGHS Industrial Tech Dept.

PERSONAL APPEARANCE.

- Ashley Crider, Executive Director of the Ste. Genevieve Housing Authority will present the annual Housing Authority Report for 2023.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- Ryan Pollock – Assistant Police Chief
- Steve Wilson – Alliance Water Resources

PUBLIC COMMENTS.

PUBLIC HEARING.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – March 14, 2024
- Minutes – Board of Alderman – Work Session – March 14, 2024
- Board of Aldermen Work Session – Closed Session – March 14, 2024

- Approval of Treasurer's Report – February, 2024
- **RESOLUTION 2024 – 22. A RESOLUTION APPOINTING KAREN STUPPY TO THE STE. GENEVIEVE TOURISM ADVISORY COUNCIL.**
- **RESOLUTION 2024-23. A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH KARI DAVIDSON TO MAINTAIN FLOOD BUYOUT PROPERTY.**
- **RESOLUTION 2024 – 24. A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH MARY JO HOLLAND TO MAINTAIN FLOOD BUYOUT PROPERTY.**
- **STREET CLOSURE REQUEST -** Valle Catholic Grade School is requesting a Street Closure for Wednesday May 1, 2024 from 8:45 a.m. to 9:15 a.m. for May Crowning. The closure will be for Fourth Street between Merchant Street and Jefferson Street.

BILL NO. 4606. AN ORDINANCE AMENDING SECTION 200.015 CHIEF OF POLICE – APPOINTMENT – TERM – SALARY – REMOVAL. **2nd READING.**

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. **2nd 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. **2nd READING.**

NEW BUSINESS.

BILL NO. 4611. AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR BETHANY NOBLE THAT WILL ALLOW GUEST LODGING AT 105 N. SECOND STREET. **1ST & 2ND READING.**

BILL NO. 4612. AN ORDINANCE APPROVING A CONTRACT FOR IN CAR & INTERGRATED BODY CAMERAS FROM AXON ENTERPRISE, INC. FOR THE PURCHASE/ INSTALLATION OF 10 BODY CAMERAS AND 9 IN CAR CAMERA SYSTEMS IN AN AMOUNT NOT TO EXCEED \$126,213.80 OVER A 60-MONTH CONTRACT FOR THE STE. GENEVIEVE POLICE DEPARTMENT. **1ST & 2ND READING.**

BILL NO. 4613. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CUSTOMER SERVICE AGREEMENT WITH REPUBLIC SERVICES FOR TRASH SERVICE. **1ST READING.**

BILL NO. 4614. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2024 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES. **1ST READING.**

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION.

ADJOURNMENT.

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

Join us on the Zoom app at:

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

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

www.facebook.com/stegenevievecityhall/

And you can watch live on SGTV Spectrum Channel 991.

*Posted By: Pam Meyer
March 25, 2024*

Housing Authority of the Ste Genevieve Housing Authority

ANNUAL REPORT TO THE CITY

CALENDAR YEAR 2023

Board of Commissioners

Chairwoman, Melissa Otto
Vice-Chairman, David Bova
Commissioner, Sue Zerwig
Commissioner, Becky Welch
Commissioner, Ashley Huck

Staff

Executive Director, Ashley Crider
Maintenance, Robert Dean Pershall
Maintenance, David Ammerman

Hire date of February 2023
Hire date of May 2023
Hire date of November 2023

Housing Mission

The Mission of the Ste Genevieve Housing Authority is to ensure safe, decent, and affordable housing for all eligible families and individuals. The Mission is to create opportunities for individuals and family self-sufficiency, economic independence, and assure integrity for all program participants.

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. HUD is working to strengthen the housing market to bolster the economy and protect consumers; meet the need for quality affordable rental homes; utilize housing as a platform for improving quality of life; build inclusive and sustainable communities free from discrimination and transform the way HUD does business.

Goals

The Goals are to provide improved living conditions for low, very-low and extremely-low income individuals and families at an affordable rent; to maintain and operate a Housing Authority that is decent, safe and sanitary that provides a suitable and drug free environment for residents and families; and undertake affirmative measures to ensure accessible housing to persons with all variety of disabilities regardless of unit size required.

The Housing Authority continues ongoing capital improvements as funding allows. The Housing Authority continues to work with our local police department to maintain a level of security for the residents. The Housing Authority continues to work to promote Fair Housing to ensure equal opportunity for all eligible applicants.

Housing Statistics

The Housing Authority has a total of sixteen buildings located on one site consisting of a total of thirty dwelling units, one main building that houses our community room, maintenance area and office. The development MO 191 was built in 1985 has 20, two-bedroom units, and 10 three-bedroom units, along with the Community-Maintenance building. As of December 31, 2023, there was a total of 93 residents, 51 minors.

Income and Rental Statistics

The Housing Authority established a minimum rent of \$50.00. The Housing Authority is required to set Flat/Ceiling Rents at no lower than 80% of the Fair Market Rent (FMR). The FMR is a level set by the Department of Housing and Urban Development (HUD) annually and are based on the private unassisted rental market in each region.

2023 Flat rents beginning January 1, 2023, are as follows Two bedroom - \$517.00 Three bedroom - \$642.00. These changes are in addition to the 30% of adjusted income rents. Residents have a choice of the 30% adjusted income rent or flat/ceiling rent. We have applied for Flat Rent Exception with HUD for 2023 year, and it was approved our flat rents will be \$457.00 and \$585.00. This will be implemented as soon as the Department of Housing and Urban Development (HUD) sends official documentation and will be followed for two years.

At the end of December 31, 2023, 29 units were occupied, and a transfer was in process.

Wait List Management

The SGHA maintains a community-wide waiting list for applicants interested in applying for public housing programs. All admissions to public housing shall be made on the basis of an application in such form as the SGHA shall prescribe. The application for admission shall constitute the basic record for each family applying for admission. SGHA does not provide emergency housing and cannot modify the order of assignments otherwise prescribed because of emergency considerations.

HUD requires that extremely low-income (ELI) families make up at least 40% of the families admitted to public housing during the SGHA's fiscal year. To ensure that this requirement is met, the SGHA may skip non-ELI families on the waiting list in order to select an ELI family.

The SGHA will monitor progress in meeting the ELI requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

As of January 1, 2023, SGHA, had 20 families on the waitlist. In 2023 SGHA approved 6 new admission families, 2 families were under the Extremely Low-Income Limit.

Housing Inspections

All Ste. Genevieve Housing Authority properties are inspected bimonthly by HA staff. HUD Real Estate Assessment Center (REAC) inspects properties in addition to the annual inspections. Depending on the REAC scores, a housing authority may be inspected by REAC every three years as a high performer, every two years as a standard performer, or every year as a troubled agency. The Ste. Genevieve Housing Authority has received a REAC Inspection in 2022 with a score of 81. The Ste. Genevieve Housing Authority has been designated by Public Housing Assessment System (PHAS) as qualifying score for **High Performer PHA**. The next REAC inspection should be in 2025.

Housing Information

The Housing Authority is subsidized by the Federal Government through the Department of Housing and Urban Development in two fashions, the Operating Subsidy and Capital Fund Subsidy. The operating subsidy, along with the dwelling rents, is used for the day-to-day operations of the Ste. Genevieve Housing Authority. The operating subsidy received for 2023 was \$65,087.00. Tenant rents collected for 2023 totaled \$104,024.59.

The Housing Authority received capital funding for modernization work. The amount of the capital fund is figured on a formula calculation by HUD. The capital funding has had a slight increase for this year. 2022 funds were utilized for resurfacing of Robinwood Drive, replacement of 3 of 16 roofs, furnace replacement, water heater replacement, and kitchen counter replacement. A contract was awarded to Jokerst Paving Inc for the street resurfacing and a contract was awarded for Joe Bauman Construction, LLC for the roof replacements; remaining work was performed in-house. The total Capital Fund Grant award for 2023 is \$87,615.00. We have a remaining balance of \$87,615.00 that will be used this year.

The Housing Authority is exempted, by State law, from local taxes. The Housing Authority as stated in City Ordinance #3495; The City of Ste. Genevieve and the Ste. Genevieve Housing Authority, entered into a cooperation agreement for the construction of low income housing apartments in the City of Ste. Genevieve wherefore if the Housing Authority continues to provide low income housing and educational information to the community about its services; and if the Housing Authority continues to meet and maintain at a minimum the standards of performance designated by HUD and verified by HUD for its satisfaction of the city of Ste. Genevieve, the City of Ste. Genevieve will credit the Housing Authority for the P.I.L.O.T payments due that year.

The Department of Housing and Urban Development continues to evaluate the operations of the Housing Authority through Public Housing Assessment Systems (PHAS). Based on the PHAS score of 95 from October 2022 for fiscal year ending June 30, 2022, the Housing Authority is designated a **High Performer PHA**.

CITY ADMINISTRATOR REPORT

March 28, 2024

1. City Hall open house is this Thursday from 4:00 p.m. to 5:30 p.m. Visitors can come look at the improvements to the city hall offices and the boardroom, with new desks, chairs, board table, flooring, etc.
2. The new holiday schedule started January 1 so city hall will be open for Good Friday, this Friday, and open next Tuesday for municipal election day.
3. Police department has a new exterior sign being fashioned this week and Alliance will work on installing it in April.
4. New water meter reading software from Neptune started last week after a half day of training at city hall and out in the field. Neptune is discontinuing its old software for a new version and required us shifting to the new system.



Ste. Genevieve Police Department



Monthly Operations Report

Date: March 2024

Calls for Service:

- 368 calls for service February 2024
- 47 O/I report's written
- 35 summons' issued.
- 80 warnings were issued.
- 24 Arrest made.

K9 OZZY Reports

The K9 stats for February 2024 are as follows:

- 4 narcotics detection deployments
- 8 patrol deployments
- 1 alarm deployments
- 1 assist other agencies (Ste. Genevieve County Sheriff's Office)
- 0 Compliant surrender because of an arrest attempt
- 0 non-complaint surrender (Apprehension)
- 2 arrests
- 7 public relations contacts (K9 demonstrations, civilian contact, and foot patrol at school)

- 0 Methamphetamine finds.
- 0 Heroin finds.
- 2 Fentanyl finds.
- 1 Cocaine found.
- 0 Mushrooms found.
- 0 items of paraphernalia
- 0 handguns
- 0 evidence
- 16 hours of training

Staffing:

- We are currently at full staff.

Training:

- I will be attending the FBI-LEEDA Executive Institute Training in April with Lt. Pollock
- I will also be attending the Police Chiefs' conference at the end of April.

Meetings:

- I attended the Department head meeting.
- Lt. Pollock attended a Mock Accident meeting to assist Ste. Gen school with their upcoming mock accident.

Facility:

- We are waiting on Donze to start garage repairs.

Equipment/Maintenance:

- I have submitted a proposal to move forward on in-car and body cameras.

Police Radio:

- We are still waiting for our two new handheld radios.

Grants:

Miscellaneous:

- The Silverado is back from upfitting and in service.
- The 2019 F-150 has been turned over to city hall.

OUR
MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management and financial oversight, and ensured regulatory compliance.

Alliance Water Resources, Inc.

**206 S. Keene St.
Columbia, MO
65201**

(573)-874-8080

OPERATIONS REPORT – Ste. Genevieve

February 2024

Water Treatment Plant

- The automatic clay valve for high for High Service pump #3 has been malfunctioning. We did some repairs in house but will still need an outside technician to make final repairs.
- The fence was damaged during high winds. Staff has made the necessary repairs.
- The outside eyewash station for the chlorine room was delivered.
- Met with a rep from Sidener Environmental about lime feed system feed issues. All were resolved.
- Assisted in the removal of all old electrical control panels that have been replaced by the contractor.
- The piping at the wells was disassembled and inspected for iron build up. A minimal amount of buildup was found during the inspection.
- All locations were inspected and cleaned.

Wastewater Treatment

- Flow meter has since failed and is not working. A new flow meter has been ordered.
- The UV lights have been gone through and are ready for installation prior to UV disinfection season.
- The pumps were pulled in the RAZ pit. A small amount of material was found in the pump. But we also found that the real problem was in the control panel where we found a bad electrical contactor. This was replaced and pumps were cleaned and returned to service.
- Routine maintenance and inspections were performed as scheduled.



OPERATIONS REPORT – Ste. Genevieve

WASTEWATER PLANT EFFLUENT QUALITY

	<u>BOD Mg/l</u>	<u>TSS mg/l</u>	<u>pH</u>	<u>E. coli forming Colonies/100 ml</u>
Monthly Average	7.1	4.3	7.2	
Peak Day	10.1	6.1	7.9	
Percent Removal	99.1%	98.9%		

NPDES EFFLUENT LIMITATIONS

	<u>BOD Mg/l</u>	<u>TSS mg/l</u>	<u>pH</u>	<u>E coli forming Colonies/100 ml</u>
Monthly Average	30	30	6.5-9.0	206
Weekly Average	45	45		1030

AMMONIA MONTHLY LEVELS

	<u>Ammonia as Nitrogen</u>
Daily Maximum	.73
Monthly Average	.38

AMMONIA LIMITATIONS

	<u>(April 1st- Sept 30th) Ammonia as Nitrogen</u>	<u>(Oct 1st-March 31st) Ammonia as Nitrogen</u>
Daily Maximum	4.2	11.8
Monthly Average	1.5	2.6

PLANT HYDRAULIC AND ORGANIC LOADING

Daily Maximum flow MG- -----Flow meter not working
 Daily Maximum loading- lbs.



OPERATIONS REPORT – Ste. Genevieve

Alliance Year to Date Capped Expenses through DEC-2023			
	Actual (3 month)	Budget (3 month)	Over/Under budget
Repair	\$18,093.00	\$18,176.00	\$83.00+

Collection/Distribution

Collections

- Assisted a local plumber with a sewer issue on Chadwell Lane. This blockage turned out to be in the property owner’s line.
- The Biosafe pump went out. We have ordered and replaced the previous pump and returned it back into service without issue.
- We performed camera work in the 400 block of Rozier St to ensure that a previous blockage had not returned affecting homeowners. The line was clear and no issues were present.
- All lift stations were inspected at a minimum of 3 times per week. Staff inspects for grease build up, vandalism, and any electrical issues that would indicate issues with pumps, motors, or controls.

Distribution

- Watermain break on Gegg St. This was a 6” cast iron line. 2nd one
- Replaced meter pit on Creek Road.
- Refilled all previously excavated areas and prepared for seed and straw.
- 349 Ste Gen Drive called in for no too little water. Staff found that there was a issue with the water softener
- We installed a meter pit at the Lutheran Church, which apparently has never been on a meter.
- Staff assisted with the new tap for a newly constructed home in Ste Genevieve.
- All buildings that were being heated in one way or another are now dewinterized.
- All remote buildings were cleaned and inspected.



OPERATIONS REPORT – Ste. Genevieve

Customer Service

- Staff performed 34 line locates.
- Staff performed 64 work orders.
- Disconnects for non-payment 23.
- Loads of Lime purchased 5.

Public Works

Streets

- Staff set the new poles for the water gauge park signs. We are also rebuilding the signboard for the area as well.
- The newer backhoe was sent to the shop for many repairs. Should be back by the end of February. UPDATE- there was an issue during their final inspection of the machine. They found that a pump and torque converter was bad.
- The Street sweeper received a complete round of maintenance and is ready for service.
- The storm drainpipe at Market St and Front St collapsed. While excavating we found that the collapsed pipe went further than expected. Staff has materials ordered for a near complete replacement.
- The culvert pipe that was hit during a pole replacement by Citizens has been repaired.
- Routine items were also completed weekly. Trash, light checks, potholes, vandalism, etc....

Park

- All parks and facilities are being checked 3 times a week.
- All open parks facilities have been cleaned.
- New poles were installed at Water Gauge Park. And the sign board is being rebuilt.
- All restroom facilities that have been winterized will be opened next month.

Project Updates

- Electrical Project at the Water Plant is complete..
- Still waiting for the new bathroom to be delivered.
- Met with Marzucco about a plan for the Main St Bathroom Charging Station Project.

Safety

- Staff received a refresher on deep trench excavations and shoring
- Staff also completed bloodborne pathogens training and basic first aid, including AED use.

Regulatory

- DMR
- Groundwater report
- S Form
- Tier II



OPERATIONS REPORT – Ste. Genevieve

Training

- GIS equipment training will be scheduled for March.

Concerns for the Month

-

Positive for the Month

- Colder weather and precipitation will be minimal from here on out.
-

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – MARCH 14, 2024**

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

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

Mayor Brian Keim
Alderman Bob Donovan
Alderman Eric Bennett
Alderman Mike Raney

Alderman Joe Steiger
Alderman Joe Prince

Absent: Alderman Patrick Fahey
Alderman Jeff Eydmann

Alderwoman Kristi Cleghorn

APPROVAL OF AGENDA. A motion by Alderman Donovan, second by Alderman Raney to approve the agenda as presented. Motion carried 5-0-3 with Alderman Fahey, Alderwoman Cleghorn and Alderman Eydmann absent.

PRESENTATION/AWARDS. None.

PERSONAL APPEARANCE. At this time Mr. Jimmie Donze, Municipal Band President will present the annual report for the Ste. Genevieve Municipal Band and answered any questions from the members.

CITY ADMINISTRATORS REPORT. (See Attached Reports)

STAFF REPORTS.

Aaron Smith – Tourism Director (See Attached Report)

David Bova – Community Development Administrator (See Attached Report)

Kenny Steiger – Fire Chief (See Attached Report)

PUBLIC COMMENTS. None.

PUBLIC HEARING.

At this time Mayor Brian Keim opened the Public hearing at 6:28 p.m. The public hearing is for the Board of Aldermen 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. David Bova, Assistant City Administrator briefed the Mayor and Board concerning the issue. With no further questions Mayor Keim closed the public hearing at 6:31 p.m.

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, 2023 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.

A motion was made by Alderman Prince, second by Alderman Donovan to approve the Consent Agenda as presented. Motion carried 5-0-3 with Alderman Fahey, Alderwoman Cleghorn and Alderman Eydmann absent.

OLD BUSINESS.

BILL NO. 4606. AN ORDINANCE AMENDING SECTION 200.015 CHIEF OF POLICE – APPOINTMENT – TERM – SALARY – REMOVAL. 1st READING. A motion by Alderman Steiger, second by Alderman Raney, Bill No. 4606 was placed on its first reading, read by title

only, considered and passed by a 5-0-3 vote of the Board of Aldermen with Alderman Eydmann, Alderman Fahey and Alderman Cleghorn absent.

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. A motion by Alderman Donovan, second, by Alderman Bennett, Bill No. 4607 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Bob Donovan, Alderman Joe Steiger, Alderman Joe Prince, Alderman Eric Bennett and Alderman Mike Raney. Nays: None. Absent: Alderman Jeff Eydmann, Alderwoman Kristi Cleghorn and Alderman Patrick Fahey. Motion carried 5-0-3. Thereupon Bill No. 4607 was declared Ordinance No. 4527 signed by the Mayor and attested by the City Clerk.

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. A motion by Alderman Bennett, second, by Alderman Prince, Bill No. 4608 was placed on its second and final reading, read by title only, considered and passed by a roll call vote as follows: Ayes: Alderman Bob Donovan, Alderman Joe Steiger, Alderman Joe Prince, Alderman Eric Bennett and Alderman Mike Raney. Nays: None. Absent: Alderman Jeff Eydmann, Alderwoman Kristi Cleghorn and Alderman Patrick Fahey. Motion carried 5-0-3. Thereupon Bill No. 4608 was declared Ordinance No. 4528 signed by the Mayor and attested by the City Clerk.

NEW BUSINESS.

APPROVAL OF THE LOW BID FROM KLUESNER CONSTRUCTION IN THE AMOUNT OF \$63,063.80 FOR THE MARQUETTE PARK TRAIL REHABILITATION PROJECT. A motion by Alderman Bennett, second by Alderman Donovan to approve the low bid of Kluesner Construction in the amount of \$63,063.80 for the Marquette Park Trail Rehabilitation Project. Motion carried 6-0-3 with Alderman Fahey, Alderwoman Cleghorn and Alderman Eydmann absent.

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. A motion by Alderman Bennett, second by Alderman Prince to reject the low bid from Staat Tuckpointing due to the fact that only one bid was received, it is significantly higher than anticipated and over what was budgeted for the project. Motion carried 6-0-3 with Alderman Fahey, Alderwoman Cleghorn and Alderman Eydmann absent.

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. A motion by Alderman Steiger, second by Alderman Raney, Bill No. 4609 was placed on its first reading, read by title only, considered and passed by a 5-0-3 vote of the Board of Aldermen with Alderman Eydmann, Alderman Fahey and Alderman Cleghorn absent.

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. A motion by Alderman Steiger, second by Alderman Prince, Bill No. 4610 was placed on its first reading, read by title only, considered and passed by a 5-0-3 vote of the Board of Aldermen with Alderman Eydmann, Alderman Fahey and Alderman Cleghorn absent.

OTHER BUSINESS. None.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. None.

ADJOURNMENT. With no further business, Mayor Keim adjourned the meeting at 6:44 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
March 14, 2024**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Brian Keim at 6:54 p.m. with the following members present:

Mayor Brian Keim	
Alderman Bob Donovan	Alderman Joe Prince
Alderman Mike Raney	Alderman Eric Bennett
Alderman Joe Steiger	

Absent: Alderman Patrick Fahey
Alderwoman Kristi Cleghorn
Alderman Jeff Eydmann

A motion by Alderman Prince, second by Alderman Donovan to amend the work session agenda to have Item #3 Financing/Streets moved to the top of the agenda. Motion carried 5-0-3 to approve as amended. with Alderman Fahey, Alderwoman Cleghorn and Alderman Eydmann absent.

BUSINESS ITEMS.

- **FINANCING/STREETS.**

Edward McLiney, with McLiney and Company was present to review the financing for installing/repairing streets in the City. After questions and discussion, the board requested that Mr. McKliney recalculate figures so that more of the streets on the list can get repaired. Mr. McLiney will prepare those figures and see what this will allow the City to do as far as General Obligation Bonds and/or a possibly tax levy.

- **TAP GRANT PROJECT.**

City Administrator Welch reported that at previous work sessions the Board prioritized what TAP from MoDot they would like to consider. The consensus at the time was to extend the sidewalk on South Fourth Street on the east side to Rozier Street. The match would be an 80/20 split with federal funding for the 80%. The Engineers estimate was included for review and if approved it is generally a three year time frame before the project would start. Consensus was to apply for the grant.

- **MAUSOLEUM-CRESTLAWN CEMETERY – FRANK ROLFE.**

Mr. Rolfe would like to build a mausoleum for his family at Crestlawn Cemetery. Mr. Rolfe currently owns 10 plots at Crestlawn and he would like to trade for the opportunity to place a mausoleum on the undeveloped portion of the cemetery. He would complete the remainder of the undeveloped portion of Crestlawn and place the Mausoleum there. After some discussion the Board would like for Happy to meet with Mr. Rolfge and determine exactly what his intentions are as far as what he intends to pay for, how big the mausoleum will be and any other questions that may arise.

- **POLICE BODY/IN CAR CAMERAS. Chief Crump would like to discuss the upgrading of the in car/body cameras for the Police Department.** A motion by Alderman Prince, second by Alderman Raney to go into closed session pursuant to RSMO Section 610.021 (21) Configuration of Computer System. Motion carried 5-0-3 with a roll call vote as follows, Alderman Bennett, Alderman Donovan, Alderman Raney, Alderman Prince and Alderman Steiger. Absent: Alderman Fahey, Alderman Eydmann and Alderwoman Cleghorn. 8:02 p.m. At 8:10 p.m. the Board came out of closed session. They discussed the funding process for the camera's. A consensus of the Board was to bring back a Bill for the Boards approval for the first year for both the in car and body cameras.

ANY OTHER BUSINESS. None.

With no further business the work session was adjourned at 8:22 p.m. by Mayor Keim.

Respectfully submitted by,

Pam Meyer
City Clerk

CITY OF STE. GENEVIEVE
CITY TREASURER'S REPORT
February-24

	February-23	February-24
GENERAL FUND:		
Property Taxes	\$ 20,722.71	\$ 6,691.24
Proposition P Tax	\$ 11,558.53	\$ 3,732.19
Business Surtax	\$ 870.71	\$ 120.02
5% Electric Franchise Fee	\$ 28,976.04	\$ 27,838.91
Gas Receipts	\$ 114.39	\$ 233.08
Telephone Taxes	\$ 6,800.00	\$ 8,500.00
General Sales Tax	\$ 74,849.93	\$ 66,999.24
Local Use Tax	\$ 14,962.76	\$ 58,558.36
Alarm Registration	\$ 90.00	\$ 60.00
Merchant License	\$ 565.00	\$ 770.00
Building Permits	\$ 392.15	\$ 477.55
Occupancy Permits	\$ 625.00	\$ 375.00
Other Licenses & Permits	\$ 80.00	\$ 60.00
Convenience Fees	\$ 21.10	\$ 40.60
Interest	\$ 574.96	\$ 346.72
UTV/Golf Cart Permits	\$ -	\$ 60.00
Animal License	\$ 20.00	\$ -
Welcome Center Sales	\$ 5.00	\$ 5.00
Insurance Proceeds	\$ -	\$ 9,952.90
Welcome Center Donations	\$ -	\$ 500.00
NPS Donations	\$ -	\$ 2,549.66
Donations	\$ 100.00	\$ 598.00
Grants	\$ 1,000.00	\$ -
MO Humanit Grant	\$ -	\$ 9,000.00
Misc. Receipts	\$ 190.88	\$ 1,704.36
Court Fines	\$ 1,725.50	\$ 1,786.50
	<u>\$ 164,244.66</u>	<u>\$ 200,959.33</u>
 PARK FUND:		
Real Estate/Property Taxes	\$ 5,387.38	\$ 1,739.58
Misc. Receipts	\$ 8.63	\$ -
Interest	\$ 31.88	\$ 17.74
Park Permit Fees	\$ 50.00	\$ -
Rent Proceeds	\$ 988.38	\$ 1,008.15
	<u>\$ 6,466.27</u>	<u>\$ 2,765.47</u>
 BAND FUND:		
Interest	\$ 24.54	\$ 31.86
Real Estate/Property Taxes	\$ 3,328.90	\$ 1,074.90
	<u>\$ 3,353.44</u>	<u>\$ 1,106.76</u>

	February-23	February-24
CEMETERY FUND:		
Interest	\$ 111.46	\$ 129.22
Convenience Fees	\$ 2.54	\$ -
Cemetery Lots	\$ 354.00	\$ 100.00
Recorders Fees	\$ -	\$ 27.00
Real Estate/Property Taxes	\$ 2,067.10	\$ 667.45
	<u>\$ 2,535.10</u>	<u>\$ 923.67</u>
DEBT SERVICE FUND:		
Interest	\$ 544.15	\$ 463.78
	<u>\$ 544.15</u>	<u>\$ 463.78</u>
RURAL FIRE FUND:		
Convenience Fees	\$ 30.00	\$ 4.50
Rural Fire Tags	\$ 21,975.00	\$ 32,775.00
Interest	\$ 41.14	\$ 40.84
	<u>\$ 22,046.14</u>	<u>\$ 32,820.34</u>
TRANSPORTATION TAX FUND:		
County Road Tax	\$ 67,111.10	\$ 47,786.16
Transportation Sales Tax	\$ 36,836.77	\$ 32,846.33
Interest	\$ 347.85	\$ 269.05
Misc.	\$ -	\$ 78.32
Excavation Permits	\$ -	\$ 25.00
Motor Vehicle Tax	\$ 14,294.71	\$ 14,972.26
Gasoline Tax	\$ 4,356.31	\$ 4,425.03
Motor Vehicle Fee Increases	\$ 2,146.20	\$ 1,633.65
	<u>\$ 125,092.94</u>	<u>\$ 102,035.80</u>
WATER FUND:		
Metered Sales	\$ 125,827.21	\$ 123,994.73
Meter Security Deposits	\$ 900.00	\$ 900.00
Tap In Fees	\$ 1,600.00	\$ 2,600.00
Interest	\$ 998.87	\$ 4,383.48
Convenience Fees	\$ 220.72	\$ 370.86
Reconnect Fees	\$ 495.42	\$ 65.00
	<u>\$ 130,042.22</u>	<u>\$ 132,314.07</u>
SEWER FUND:		
Interest	\$ 255.35	\$ 259.65
Tap In Fees	\$ 350.00	\$ 175.00
User Charges	\$ 65,797.19	\$ 63,620.46
	<u>\$ 66,402.54</u>	<u>\$ 64,055.11</u>

	February-23	February-24
TOURISM FUND:		
Tourism Tax	\$ 1,446.22	\$ 2,582.91
Interest	\$ 28.81	\$ 39.13
	<u>\$ 1,475.03</u>	<u>\$ 2,622.04</u>
SPECIAL ROADS TAX:		
Interest	\$ 10.02	\$ 10.73
	<u>\$ 10.02</u>	<u>\$ 10.73</u>
CAPITAL IMPROVEMENTS TAX FUND		
Capital Improvements Tax	\$ 36,836.78	\$ 32,846.33
Interest	\$ 36.43	\$ 118.23
	<u>\$ 36,873.21</u>	<u>\$ 32,964.56</u>
CAPITAL PROJECTS FUND:		
Interest	\$ 1,035.69	\$ 829.39
	<u>\$ 1,035.69</u>	<u>\$ 829.39</u>
TOTAL RECEIPTS FOR MONTH:	\$ 523,248.20	\$ 540,906.49

ACCOUNT BALANCE

February-24

	February-23	February-24
GENEAL FUND	\$ 1,386,726.68	\$ 888,496.36
PARKS & RECREATION FUND	\$ 80,267.25	\$ 41,930.24
TRANSPORTATION TAX FUND	\$ 893,562.66	\$ 635,849.70
TOURISM FUND	\$ 72,535.34	\$ 91,984.66
BAND FUND	\$ 61,773.09	\$ 75,291.18
CEMETERY FUND	\$ 280,584.97	\$ 305,377.71
SPECIAL ROAD DISTRICT FUND	\$ 25,228.23	\$ 25,362.32
WATER FUND	\$ 260,554.35	\$ (170,965.56)
SEWER FUND	\$ 632,437.77	\$ 606,234.42
DEBT SERVICE FUND	\$ (102,788.97)	\$ (98,503.63)
CAPITAL IMPROVEMENTS TAX FUND	\$ 194,507.12	\$ 377,926.56
RURAL FIRE FUND	\$ 118,508.69	\$ 96,526.67
CAPITAL PROJECTS FUND	\$ 1,923,547.23	\$ 1,960,119.35
Total Cash-General Government Account	\$ 5,827,444.41	\$ 4,835,629.98

C.D. INVESTMENTS
February-24

**Bank of Bloomsdale
***First State Community Bank
****MRV Bank

****General Fund	\$ 244,505.54	5.00%	7/5/2024
****General fund - Fire Apparatus	\$ 125,680.30	4.00%	4/17/2024
****Band Fund	\$ 52,880.03	5.00%	7/5/2024
****Trans Trust Fund	\$ 60,709.09	5.00%	7/5/2024
****Water Fund	\$ 49,605.00	5.00%	7/5/2024
**Water Fund	\$ 332,586.01	5.30%	8/8/2024
****Sewer Fund	\$ 248,025.12	5.00%	7/5/2024
****Rural Fire Fund	\$ 68,274.80	5.00%	7/5/2024
****Capital Projects Fund	\$ 338,882.70	5.00%	5/2/2024
**Capital Projects Fund	\$ 541,744.19	4.75%	8/12/2024
	<u>\$ 2,062,892.78</u>		

**FEBRUARY 2024
UMB BANK ACCOUNTS**

	Receipts	Expenditures	Balance
COP 2015 Lease Revenue			\$ 31.19
COP 2016 Lease Revenue			\$ 170,776.70
Interest	\$ 463.78		
Revenue Bond Principal & Interest Payment		\$ 170,776.70	\$ 463.78
 WATER REVENUE BOND DEBT SERVICE FUND			 \$ 1.00
 WATER BOND PRINCIPAL ACCOUNT			 \$ 65.42
Interest	\$ 3.03		\$ 68.45
 WATER BOND INTEREST ACCOUNT			 \$ 133.53
Interest	\$ 0.92		\$ 134.45
 SEWER REVENUE BOND DEBT SERVICE FUND			 \$ 1.00
 SEWER BOND PRINCIPAL ACCOUNT			 \$ 54.81
Interest	\$ 2.58		\$ 57.39
 SEWER BOND INTEREST ACCOUNT			 \$ 110.17
Interest	\$ 0.55		\$ 110.72
 SPECIAL ACCOUNTS			
 DOWNTOWN TIF ACCOUNT			 \$ 45,075.18

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID	
1 BLOOMSDALE BANK (GEN GOVT)											
		45101	2/29/2024	2600	MISSOURI DIRECTOR OF	4,117.00					
*		45102			(NOT IN SELECTED DATE RANGE)						
*		45113									
		45114	2/29/2024	100865	ACTIVE 911	551.25					
		45115	2/29/2024	101182	BANNER FIRE EQUIPMENT, INC.	3,461.69					
		45116	2/29/2024	212	BARCO MUNICIPAL PRODUCTS	536.43					
		45117	2/29/2024	100783	BIG RIVER TELEPHONE COMPANY	94.28					
		45118	2/29/2024	553	CARD SERVICES	.00				VOID:	
		45119	2/29/2024	553	CARD SERVICES	2,326.58					
		45120	2/29/2024	101324	CORE & MAIN LP	922.85					
		45121	2/29/2024	101496	COUNTY HOME CENTER	268.02					
		45122	2/29/2024	8031	DEAN MEYER	62.00					
		45123	2/29/2024	813	DEB SAYS SEW	9.00					
		45124	2/29/2024	1009	FAMILY SUPPORT PAYMENT CENTER	623.00					
		45125	2/29/2024	101601	FORWARD SLASH TECHNOLOGY	1,945.25					
		45126	2/29/2024	100935	GALLS, LLC	183.98					
		45127	2/29/2024	101824	GENASYS INC.	2,295.00					
		45128	2/29/2024	100890	GFI DIGITAL	143.57					
		45129	2/29/2024	101761	H & M GOLDENBERG II, L.L.L.P.	1,500.00					
		45130	2/29/2024	1396	H & R ALARMS	969.60					
		45131	2/29/2024	1626	HIGH CALIBER SIGNS & GRAPHICS	600.00					
		45132	2/29/2024	8003	KEN STEIGER	42.00					
		45133	2/29/2024	2590	MISSISSIPPI LIME CO	10,211.15					
		45134	2/29/2024	2620	MISSOURI STATE AGENCY	288.00					
		45135	2/29/2024	101687	MITCHELL MEYER	62.00					
		45136	2/29/2024	101632	MOTOROLA SOLUTIONS, INC	38,297.66					
		45137	2/29/2024	2787	MUELLER TIRE SERVICE, INC.	63.45					
		45138	2/29/2024	101561	QUADIANT INC.	95.85					
		45139	2/29/2024	101825	RICHARDET FLOOR COVERING	813.00					
		45140	2/29/2024	3762	SCHULTE SUPPLY	1,182.50					
		45141	2/29/2024	100843	SENTINEL EMERGENCY SOLUTIONS	100.00					
		45142	2/29/2024	3901	SIGNS ETC.	177.50					
		45143	2/29/2024	3740	STE GENEVIEVE HERALD	587.94					
		45144	2/29/2024	101795	TWO MEN AND A TRUCK	1,380.00					
		45145	2/29/2024	4560	WEHMEYER PRINTING CO INC	188.45					
		45146	2/29/2024	4611	WIRELESS USA	160.00					
*		45147	Thru 12259051								
		12259052	2/29/2024	1718	IRS	11,594.46				E-PAY	
		12259053	2/29/2024	2605	MISSOURI LAGERS	7,037.21				E-PAY	
		12259054	2/29/2024	680	REPUBLIC SERVICES #732	1,497.40				E-PAY	
		12259055	2/29/2024	270	ANTHEM BLUE CROSS BLUE SHIELD	726.78				E-PAY	
		12259056	2/29/2024	270	ANTHEM BLUE CROSS BLUE SHIELD	19,478.70				E-PAY	
		12259057	2/29/2024	1155	DEARBORN LIFE INSURANCE COMP.	184.24				E-PAY	
		12259058	2/29/2024	101431	CASEY'S BUSINESS MASTERCARD	1,888.41				E-PAY	
		12259059	2/29/2024	101329	BP BUSINESS SOLUTIONS	247.31				E-PAY	
		12259060	2/29/2024	101300	SPIRE ENERGY	1,613.49				E-PAY	
		12259061	2/29/2024	101300	SPIRE ENERGY	422.20				E-PAY	
		12259062	2/29/2024	101529	QUADIANT FINANCE USA, INC.	500.00				E-PAY	

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	119,449.20
CLEARED	.00

BANK 1 TOTAL	119,449.20
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL	92,588.22	92,588.22	.00	.00
20 PARK	259.69	259.69	.00	.00
21 TRANSPORTATION TAX	4,375.04	4,375.04	.00	.00
30 WATER	13,990.49	13,990.49	.00	.00
31 SEWER	2,758.83	2,758.83	.00	.00
60 RURAL FIRE	3,531.68	3,531.68	.00	.00
70 CAPITAL PROJECTS	1,945.25	1,945.25	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
BLOOMSDALE BANK (GEN GOVT)								
552968	1	2/29/24	2/24/24	100865 ACTIVE 911 FIRE	551.25	10	10-17-6606	1
				INVOICE TOTAL	551.25			
				VENDOR TOTAL	551.25			
101182 BANNER FIRE EQUIPMENT, INC.								
01P36988	1	2/29/24	2/26/24	RURAL FIRE GRANT	3,062.69	60	60-60-8216	1
				INVOICE TOTAL	3,062.69			
212 BARCO MUNICIPAL PRODUCTS								
01P37191	1	2/29/24	2/17/24	RURAL FIRE	399.00	60	60-60-8216	1
				INVOICE TOTAL	399.00			
				VENDOR TOTAL	3,461.69			
100783 BIG RIVER TELEPHONE COMPANY								
FEB 2024	1	2/29/24	2/20/24	STREET	94.28	21	21-21-6700	1
				INVOICE TOTAL	94.28			
				VENDOR TOTAL	94.28			
553 CARD SERVICES								
FEB 2024	1	2/29/24	2/29/24	POLICE	195.35	10	10-16-6560	1
	2			POLICE	460.06	10	10-16-6025	1
				INVOICE TOTAL	655.41			
WLC CTR								
FEB 2024 ADMIN	1	2/29/24	2/29/24	WLC CTR	18.00	10	10-18-7065	1
	2			WLC CTR	74.39	10	10-18-6550	1
	3			POLICE	30.68	10	10-16-6810	1
	4			WLC CTR	24.14	10	10-18-6700	1
	5			POLICE	30.85	10	10-16-6302	1
	6			ADMIN	205.00	10	10-13-7105	1
	7			ADMIN	299.99	10	10-13-6810	1
	8			LEGIS	20.65	10	10-11-6025	1
	9			ADMIN	195.19	10	10-13-6550	1
	10			POLICE	35.12	10	10-16-6009	1
	11			WLC CTR	59.99	10	10-18-6015	1
	12			POLICE	199.00	10	10-16-6550	1
				INVOICE TOTAL	1,193.00			
RURAL FIRE								
FEB 2024 FIRE	1	2/29/24	2/29/24	RURAL FIRE	69.99	60	60-60-8216	1
	2			FIRE	73.88	10	10-17-6210	1
	3			FIRE	304.31	10	10-17-6210	1
				INVOICE TOTAL	448.18			
WLC CTR								
FEB 2024 TOURISM	1	2/29/24	2/29/24	WLC CTR	29.99	10	10-18-6015	1
				INVOICE TOTAL	29.99			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	2,326.58			
U395311	1	2/29/24	2/19/24	101324 CORE & MAIN LP WATER	922.85	30	30-30-6805	1
				INVOICE TOTAL	922.85			
				VENDOR TOTAL	922.85			
FEB 2024	1	2/29/24	2/29/24	101496 COUNTY HOME CENTER STREET	42.10	21	21-21-6810	1
	2			ADMIIN	174.33	10	10-13-8000	1
	3			LEGIS	46.72	10	10-11-6810	1
	4			ADMIN	4.87	10	10-13-6550	1
				INVOICE TOTAL	268.02			
				VENDOR TOTAL	268.02			
FEB 2024	1	2/29/24	2/10/24	8031 DEAN MEYER FIRE	62.00	10	10-17-7100	1
				INVOICE TOTAL	62.00			
				VENDOR TOTAL	62.00			
02 20 24	1	2/29/24	2/20/24	813 DEB SAYS SEW POLICE	9.00	10	10-16-6602	1
				INVOICE TOTAL	9.00			
				VENDOR TOTAL	9.00			
FEB 29 2024	1	2/29/24	2/29/24	1009 FAMILY SUPPORT PAYMENT CENTER GENERAL	623.00	10	10-02-2061	1
				INVOICE TOTAL	623.00			
				VENDOR TOTAL	623.00			
16558	1	2/29/24	2/27/24	101601 FORWARD SLASH TECHNOLOGY CAPITAL	1,945.25	70	70-70-8219	1
				INVOICE TOTAL	1,945.25			
				VENDOR TOTAL	1,945.25			
027024388	1	2/29/24	2/27/24	100935 GALLS, LLC POLICE	183.98	10	10-16-6009	1
				INVOICE TOTAL	183.98			
				VENDOR TOTAL	183.98			
003927	1	2/29/24	2/13/24	101824 GENASYS INC. LEGIS	2,295.00	10	10-11-7200	1
				INVOICE TOTAL	2,295.00			
				VENDOR TOTAL	2,295.00			

100890 GFI DIGITAL

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
2786972	1	2/29/24	2/27/24	100890 GFI DIGITAL ADMIN	143.57	10	10-13-7069	1
				INVOICE TOTAL	143.57			
				VENDOR TOTAL	143.57			
MARCH 2024	1	2/29/24	2/29/24	101761 H & M GOLDENBERG II, L.L.P. ADMIN	1,500.00	10	10-13-8000	1
				INVOICE TOTAL	1,500.00			
				VENDOR TOTAL	1,500.00			
66204	1	2/29/24	2/29/24	1396 H & R ALARMS WLC CTR	969.60	10	10-18-7061	1
				INVOICE TOTAL	969.60			
				VENDOR TOTAL	969.60			
3399	1	2/29/24	1/25/24	1626 HIGH CALIBER SIGNS & GRAPHICS STREET	600.00	21	21-21-6220	1
				INVOICE TOTAL	600.00			
				VENDOR TOTAL	600.00			
FEB 2024	1	2/29/24	2/08/24	8003 KEN STEIGER FIRE	42.00	10	10-17-7100	1
				INVOICE TOTAL	42.00			
				VENDOR TOTAL	42.00			
1713203	1	2/29/24	2/15/24	2590 MISSISSIPPI LIME CO WATER	4,142.67	30	30-30-6501	1
				INVOICE TOTAL	4,142.67			
1714023	1	2/29/24	2/21/24	WATER	1,954.79	30	30-30-6501	1
				INVOICE TOTAL	1,954.79			
1714229	1	2/29/24	2/22/24	WATER	4,113.69	30	30-30-6501	1
				INVOICE TOTAL	4,113.69			
				VENDOR TOTAL	10,211.15			
83829	1	2/29/24	2/09/24	2620 MISSOURI STATE AGENCY FIRE	288.00	10	10-17-6604	1
				INVOICE TOTAL	288.00			
				VENDOR TOTAL	288.00			
FEB 2024	1	2/29/24	2/29/24	101687 MITCHELL MEYER FIRE	62.00	10	10-17-7100	1
				INVOICE TOTAL	62.00			
				VENDOR TOTAL	62.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
8281822413	1	2/29/24	2/16/24	101632 MOTOROLA SOLUTIONS, INC POLICE	38,145.12 INVOICE TOTAL 38,145.12	10 10-16-8216	1
828184563	1	2/29/24	2/21/24	POLICE	152.54 INVOICE TOTAL 152.54	10 10-16-6805	1
				VENDOR TOTAL	38,297.66		
78994	1	2/29/24	2/06/25	2787 MUELLER TIRE SERVICE, INC. POLICE	63.45 INVOICE TOTAL 63.45	10 10-16-6200	1
				VENDOR TOTAL	63.45		
60840104	1	2/29/24	2/14/24	101561 QUADIENT INC. ADMIN	95.85 INVOICE TOTAL 95.85	10 10-13-7069	1
				VENDOR TOTAL	95.85		
001397	1	2/29/24	2/22/24	101825 RICHARDET FLOOR COVERING STREET	813.00 INVOICE TOTAL 813.00	21 21-21-6810	1
				VENDOR TOTAL	813.00		
S1210599.02	1	2/29/24	2/12/24	3762 SCHULTE SUPPLY STREET	1,182.50 INVOICE TOTAL 1,182.50	21 21-21-6103	1
				VENDOR TOTAL	1,182.50		
28718	1	2/29/24	2/19/24	100843 SENTINEL EMERGENCY SOLUTIONS FIRE	100.00 INVOICE TOTAL 100.00	10 10-17-6805	1
				VENDOR TOTAL	100.00		
16796	1	2/29/24	2/21/24	3901 SIGNS ETC. ADMIN	177.50 INVOICE TOTAL 177.50	10 10-13-7200	1
				VENDOR TOTAL	177.50		
FEB 2024	1	2/29/24	2/29/24	3740 STE GENEVIEVE HERALD ADMIN	473.54	10 10-13-6022	1
	2			WLC CTR	49.50	10 10-18-8010	1
	3			BLDG	64.90	10 10-14-6022	1
				INVOICE TOTAL	587.94		
				VENDOR TOTAL	587.94		

101795 TWO MEN AND A TRUCK

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
163584	1	2/29/24	2/19/24	101795 TWO MEN AND A TRUCK ADMIN	1,380.00 1,380.00	10 10-13-8000	1
				INVOICE TOTAL	1,380.00		
				VENDOR TOTAL	1,380.00		
107148	1	2/29/24	2/07/24	4560 WEHMEYER PRINTING CO INC ADMIN	188.45 188.45	10 10-13-6550	1
				INVOICE TOTAL	188.45		
				VENDOR TOTAL	188.45		
235024-282	1	2/29/24	2/29/24	4611 WIRELESS USA POLICE	85.00 85.00	10 10-16-6009	1
				INVOICE TOTAL	85.00		
413593.01	1	2/29/24	2/19/24	FIRE	75.00 75.00	10 10-17-6606	1
				INVOICE TOTAL	75.00		
				VENDOR TOTAL	160.00		
				BLOOMSDALE BANK (GEN GOV TOTAL	70,142.00		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	70,142.00		
				GRAND TOTALS	70,142.00		

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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1 BLOOMSDALE BANK (GEN GOVT)

45102	2/28/2024	3320	POSTMASTER	807.60				
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* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:		
OUTSTANDING		807.60
CLEARED		.00

BANK 1 TOTAL		807.60
VOIDED		.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
30 WATER	807.60	807.60	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				BLOOMSDALE BANK (GEN GOVT)			
			3320	POSTMASTER			
FEB 2024	1	2/28/24	2/28/24	WATER	807.60	30 30-30-6010	1
				INVOICE TOTAL	807.60		
				VENDOR TOTAL	807.60		
				BLOOMSDALE BANK (GEN GOV TOTAL	807.60		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	807.60		
				GRAND TOTALS	807.60		

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID

1	BLOOMSDALE BANK (GEN GOVT)									
45103		2/27/2024	1100615004		DEREK GETTINGER	73.36				
45104		2/27/2024	1200260024		DYLAN HATTENHAUER	46.81				
45105		2/27/2024	1100675006		WILLIAM HEMPEL	82.28				
45106		2/27/2024	400135003		SCHUYLER JOHNSON	52.93				
45107		2/27/2024	900740024		BRITTNEY JONES	24.61				
45108		2/27/2024	100466006		MAGNOLIAS	62.57				
45109		2/27/2024	1200010020		LAWRENCE MIDDLETON	58.58				
45110		2/27/2024	1200730003		MORGAN RITTER	60.12				
45111		2/27/2024	900735028		DEZA RUMBOLD	4.69				
45112		2/27/2024	1200295024		TYLER SCHWEISS	59.53				
45113		2/27/2024	100560008		TONY D SHIMKUS	32.15				

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	557.63
CLEARED	.00

BANK 1 TOTAL	557.63
VOIDED	.00

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 BLOOMSDALE BANK (GEN GOVT)										
45056	2/13/2024	101820	AARON SMITH			45.10				
45057	2/13/2024	109	ALLIANCE WATER RESOURCES, INC.			125,837.00				
45058	2/13/2024	101642	AUDACY OPERATIONS			1,000.00				
45059	2/13/2024	10448	AUTO TIRE & PARTS			73.98				
45060	2/13/2024	152	AUTOZONE, INC.			4.98				
45061	2/13/2024	101675	CHAD'S SEPTIC & BACKHOE			150.00				
45062	2/13/2024	100961	COCHRAN			9,155.75				
45063	2/13/2024	101324	CORE & MAIN LP			1,288.70				
45064	2/13/2024	101323	DWAYNE DOZA AUTO BODY & SALES			8,526.95				
45065	2/13/2024	101818	EAGLE ENGRAVING, INC.			421.90				
45066	2/13/2024	10137	EQUIPMENT PRO			9,329.34				
45067	2/13/2024	1009	FAMILY SUPPORT PAYMENT CENTER			623.00				
45068	2/13/2024	1110	FERRELLGAS			390.16				
45069	2/13/2024	101601	FORWARD SLASH TECHNOLOGY			8,971.64				
45070	2/13/2024	100935	GALLS, LLC			612.81				
45071	2/13/2024	1380	GECG EXCAVATING CO INC			2,070.23				
45072	2/13/2024	100845	GENERAL CODE			695.00				
45073	2/13/2024	100890	GFI DIGITAL			61.22				
45074	2/13/2024	101286	JEREMY BRAUER			1,662.50				
45075	2/13/2024	2010	JOKERST, INC.			81,816.00				
45076	2/13/2024	2131	KAMMERMANN'S PEST CONTROL, INC			190.00				
45077	2/13/2024	101784	KATE BREKENFELDER			47.63				
45078	2/13/2024	101814	McDANIELS MARKETING			5,000.00				
45079	2/13/2024	2585	MINERAL AREA OFC. SUPPLY, INC.			498.76				
45080	2/13/2024	2590	MISSISSIPPI LIME CO			8,229.89				
45081	2/13/2024	2609	MISSOURI MUNICIPAL LEAGUE			10.00				
45082	2/13/2024	2618	MISSOURI ONE CALL SYSTEM, INC.			55.35				
45083	2/13/2024	2563	MO STATE HIGHWAY PATROL			375.00				
45084	2/13/2024	101632	MOTOROLA SOLUTIONS, INC			98.50				
45085	2/13/2024	2787	MUELLER TIRE SERVICE, INC.			135.90				
45086	2/13/2024	101106	NAPWDA			50.00				
45087	2/13/2024	2986	NARTEC INC.			351.82				
45088	2/13/2024	3045	O'REILLY AUTOMOTIVE INC.			188.44				
45089	2/13/2024	101821	RIAN MILES			59.99				
45090	2/13/2024	101723	RYAN MAYBERRY			62.00				
45091	2/13/2024	3767	SCHWEISS PLBG.HEATING/A.C			60.63				
45092	2/13/2024	101819	SLM MEDIA GROUP			2,400.00				
45093	2/13/2024	101822	ST. LOUIS COUNTY POLICE ASSOC.			250.00				
45094	2/13/2024	101783	STE GEN CO 911 TAX EMERGENCY			15,833.00				
45095	2/13/2024	3740	STE GENEVIEVE HERALD			50.00				
45096	2/13/2024	3725	STE. GENEVIEVE CHAMBER			500.00				
45097	2/13/2024	101326	SUE WOLK, COUNTY CLERK			2,333.92				
45098	2/13/2024	101788	TODD FAULKNER TREE SERVICE			1,500.00				
45099	2/13/2024	101071	TRACTOR SUPPLY CREDIT PLAN			38.46				
45100	2/13/2024	101277	WEGMANN, EDEN, MIKALE, &			1,008.00				
*12259039										
12259040	2/13/2024	101529	QUADIENT FINANCE USA, INC.			500.00				E-PAY
12259041	2/13/2024	101300	SPIRE ENERGY			592.09				E-PAY
12259042	2/13/2024	2503	MFA OIL CO.			568.94				E-PAY
12259043	2/13/2024	575	CITIZENS ELECTRIC CORP.			19,833.50				E-PAY
12259044	2/13/2024	100937	AT & T			95.57				E-PAY

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
12259045	2/13/2024	101710	MISSOURI EMPLOYERS MUTUAL	7,848.48		E-PAY				
12259046	2/13/2024	101744	CHARTER COMMUNICATIONS	94.98		E-PAY				
12259047	2/13/2024	101744	CHARTER COMMUNICATIONS	349.00		E-PAY				
12259048	2/13/2024	101744	CHARTER COMMUNICATIONS	287.13		E-PAY				
12259049	2/13/2024	101744	CHARTER COMMUNICATIONS	250.05		E-PAY				
12259050	2/13/2024	4306	UMB BANK	1,203.13		E-PAY				
12259051	2/13/2024	4306	UMB BANK	1,391.13		E-PAY				

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	325,077.55
CLEARED	.00

BANK 1 TOTAL	325,077.55
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL	62,300.72	62,300.72	.00	.00
20 PARK	10,550.08	10,550.08	.00	.00
21 TRANSPORTATION TAX	119,847.53	119,847.53	.00	.00
27 CEMETERY	36.46	36.46	.00	.00
30 WATER	84,471.28	84,471.28	.00	.00
31 SEWER	45,973.46	45,973.46	.00	.00
70 CAPITAL PROJECTS	1,898.02	1,898.02	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
BLOOMSDALE BANK (GEN GOVT)								
FEB 2024	1	2/13/24	2/13/24	101820 AARON SMITH WLC CTR	45.10	10	10-18-7100	1
				INVOICE TOTAL	45.10			
				VENDOR TOTAL	45.10			
109 ALLIANCE WATER RESOURCES, INC.								
104883	1	2/13/24	2/01/24	PARK	8,137.44	20	20-20-8750	1
	2			STREET	29,525.56	21	21-21-8750	1
	3			WATER	52,513.02	30	30-30-8750	1
	4			SEWER	35,660.98	31	31-31-8750	1
				INVOICE TOTAL	125,837.00			
				VENDOR TOTAL	125,837.00			
101642 AUDACY OPERATIONS								
2539327-1	1	2/13/24	1/31/24	WLC CTR	1,000.00	10	10-18-7163	1
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,000.00			
10448 AUTO TIRE & PARTS								
7-788126	1	2/13/24	1/03/24	FIRE	58.99	10	10-17-6220	1
				CINDY 573-334-9131				
				INVOICE TOTAL	58.99			
10448 AUTO TIRE & PARTS								
7-788349	1	2/13/24	1/08/24	POLICE	14.99	10	10-16-6550	1
				CINDY 573-334-9131				
				INVOICE TOTAL	14.99			
				VENDOR TOTAL	73.98			
152 AUTOZONE, INC.								
2051103393	1	2/13/24	1/15/24	POLICE	4.98	10	10-16-6220	1
				INVOICE TOTAL	4.98			
				VENDOR TOTAL	4.98			
101675 CHAD'S SEPTIC & BACKHOE								
DEC 23 & JAN 24	1	2/13/24	1/31/24	PARK	150.00	20	20-20-6560	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
100961 COCHRAN								
28222	1	2/13/24	2/08/24	PARK	1,878.25	20	20-20-8000	1
				INVOICE TOTAL	1,878.25			
100961 COCHRAN								
28237	1	2/13/24	2/08/24	ADMIN	4,187.50	10	10-13-8222	1
				INVOICE TOTAL	4,187.50			
100961 COCHRAN								
SE0736	1	2/13/24	2/07/24	STREET	3,090.00	21	21-21-8000	1
				INVOICE TOTAL	3,090.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				VENDOR TOTAL	9,155.75			
T656653	1	2/13/24	1/22/24	101324 CORE & MAIN LP WATER	1,288.70	30	30-30-6805	1
				INVOICE TOTAL	1,288.70			
				VENDOR TOTAL	1,288.70			
2412	1	2/13/24	2/01/24	101323 DWAYNE DOZA AUTO BODY & SALES POLICE	5,628.95	10	10-16-6220	1
				INVOICE TOTAL	5,628.95			
2413	1	2/13/24	2/01/24	POLICE	2,898.00	10	10-16-6220	1
				INVOICE TOTAL	2,898.00			
				VENDOR TOTAL	8,526.95			
2024-0470	1	2/13/24	1/15/24	101818 EAGLE ENGRAVING, INC. FIRE	210.95	10	10-17-6604	1
				INVOICE TOTAL	210.95			
2024-0472	1	2/13/24	1/15/24	FIRE	210.95	10	10-17-6604	1
				INVOICE TOTAL	210.95			
				VENDOR TOTAL	421.90			
66850	1	2/13/24	1/31/24	10137 EQUIPMENT PRO WATER	9,294.22	30	30-30-6221	1
				INVOICE TOTAL	9,294.22			
67125	1	2/13/24	2/01/24	WATER	35.12	30	30-30-6221	1
				INVOICE TOTAL	35.12			
				VENDOR TOTAL	9,329.34			
FEB 15, 2024	1	2/13/24	2/13/24	1009 FAMILY SUPPORT PAYMENT CENTER GENERAL	623.00	10	10-02-2061	1
				INVOICE TOTAL	623.00			
				VENDOR TOTAL	623.00			
5008301360	1	2/13/24	1/25/24	1110 FERRELLGAS SEWER	390.16	31	31-31-6706	1
				INVOICE TOTAL	390.16			
				VENDOR TOTAL	390.16			
16477	1	2/13/24	2/01/24	101601 FORWARD SLASH TECHNOLOGY CAPITAL	100.10	70	70-70-8219	1
				INVOICE TOTAL	100.10			
16479	1	2/13/24	2/01/24	CAPITAL	1,797.92	70	70-70-8219	1
				INVOICE TOTAL	1,797.92			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
16514	1	2/13/24	2/01/24	POLICE	47.50	10	10-16-6560	1
	2			WLC CTR	71.25	10	10-18-6560	1
	3			BLDG	142.50	10	10-14-6560	1
	4			LEGIS	142.50	10	10-11-6560	1
	5			ADMIN	2,223.29	10	10-13-7059	1
	6			WATER	2,223.29	30	30-30-7059	1
	7			SEWER	2,223.29	31	31-31-7059	1
				INVOICE TOTAL	7,073.62			
				VENDOR TOTAL	8,971.64			
026749501	1	2/13/24	1/10/24	100935 GALLS, LLC POLICE	382.45	10	10-16-6009	1
				INVOICE TOTAL	382.45			
026756123	1	2/13/24	1/10/24	POLICE	18.93	10	10-16-6009	1
				INVOICE TOTAL	18.93			
026925319	1	2/13/24	1/29/24	police	113.10	10	10-16-6009	1
				INVOICE TOTAL	113.10			
026954229	1	2/13/24	1/31/24	police	98.33	10	10-16-6009	1
				INVOICE TOTAL	98.33			
				VENDOR TOTAL	612.81			
60478	1	2/13/24	2/01/24	1380 GEGG EXCAVATING CO INC STREET	2,070.23	21	21-21-6105	1
				INVOICE TOTAL	2,070.23			
				VENDOR TOTAL	2,070.23			
GC00124504	1	2/13/24	2/01/24	100845 GENERAL CODE ADMIN	695.00	10	10-13-7203	1
				INVOICE TOTAL	695.00			
				VENDOR TOTAL	695.00			
2760183	1	2/13/24	1/29/24	100890 GFI DIGITAL ADMIN	61.22	10	10-13-7069	1
				INVOICE TOTAL	61.22			
				VENDOR TOTAL	61.22			
JANUARY 2024	1	2/13/24	2/13/24	101286 JEREMY BRAUER JUDICAL	162.50	10	10-12-7030	1
	2			JUDICAL	1,500.00	10	10-12-7030	1
				INVOICE TOTAL	1,662.50			
				VENDOR TOTAL	1,662.50			
9819	1	2/13/24	1/31/24	2010 JOKERST, INC. WATER	250.00	30	30-30-6221	1
				INVOICE TOTAL	250.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
PAY APP 1 - JEFFERSO	1	2/13/24	2/07/24	STREET	81,566.00	21	21-21-8000	1
				INVOICE TOTAL	81,566.00			
				VENDOR TOTAL	81,816.00			
				2131 KAMMERMANN'S PEST CONTROL, INC				
19071780	1	2/13/24	2/02/24	ADMIN	60.00	10	10-13-6810	1
				INVOICE TOTAL	60.00			
19071856	1	2/13/24	2/06/24	ADMIN	32.50	10	10-13-6810	1
	2			POLICE	32.50	10	10-16-6810	1
				INVOICE TOTAL	65.00			
19071857	1	2/13/24	2/06/24	POLICE	65.00	10	10-16-6810	1
				INVOICE TOTAL	65.00			
				VENDOR TOTAL	190.00			
				101784 KATE BREKENFELDER				
02 07 2024	1	2/13/24	2/07/24	FIRE	47.63	10	10-17-7100	1
				INVOICE TOTAL	47.63			
				VENDOR TOTAL	47.63			
				101814 McDANIELS MARKETING				
10512	1	2/13/24	2/05/24	WLC CTR	5,000.00	10	10-18-7163	1
				INVOICE TOTAL	5,000.00			
				VENDOR TOTAL	5,000.00			
				2585 MINERAL AREA OFC. SUPPLY, INC.				
JAN 2024	1	2/13/24	2/01/24	WLC CTR	107.04	10	10-18-6810	1
	2			ADMIN	44.30	10	10-13-6550	1
	3			POLICE	347.42	10	10-16-6550	1
				INVOICE TOTAL	498.76			
				VENDOR TOTAL	498.76			
				2590 MISSISSIPPI LIME CO				
1711127	1	2/13/24	2/01/24	WATER	4,156.18	30	30-30-6501	1
				INVOICE TOTAL	4,156.18			
1712169	1	2/13/24	2/08/24	WATER	4,073.71	30	30-30-6501	1
				INVOICE TOTAL	4,073.71			
				VENDOR TOTAL	8,229.89			
				2609 MISSOURI MUNICIPAL LEAGUE				
6222	1	2/13/24	12/28/23	BLDG	10.00	10	10-14-6021	1
				INVOICE TOTAL	10.00			
				VENDOR TOTAL	10.00			
				2618 MISSOURI ONE CALL SYSTEM, INC.				

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
4010294	1	2/13/24	1/31/24	2618 MISSOURI ONE CALL SYSTEM, INC. WATER	55.35 55.35	30	30-30-7062	1
				INVOICE TOTAL	55.35			
				VENDOR TOTAL	55.35			
1004294	1	2/13/24	2/01/24	2563 MO STATE HIGHWAY PATROL POLICE	375.00 375.00	10	10-16-6021	1
				INVOICE TOTAL	375.00			
				VENDOR TOTAL	375.00			
8281815145	1	2/13/24	2/07/24	101632 MOTOROLA SOLUTIONS, INC POLICE	98.50 98.50	10	10-16-6805	1
				INVOICE TOTAL	98.50			
				VENDOR TOTAL	98.50			
78856	1	2/13/24	1/29/24	2787 MUELLER TIRE SERVICE, INC. POLICE	51.45 51.45	10	10-16-6200	1
				INVOICE TOTAL	51.45			
78961	1	2/13/24	2/05/24	POLICE	84.45 84.45	10	10-16-6200	1
				INVOICE TOTAL	84.45			
				VENDOR TOTAL	135.90			
2024 MEMBERSHIP	1	2/13/24	2/13/24	101106 NAPWDA POLICE	50.00 50.00	10	10-16-6302	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
19917	1	2/13/24	2/08/24	2986 NARTEC INC. POLICE	351.82 351.82	10	10-16-6301	1
				INVOICE TOTAL	351.82			
				VENDOR TOTAL	351.82			
1909127479	1	2/13/24	1/11/24	3045 O'REILLY AUTOMOTIVE INC. FIRE	216.45 216.45	10	10-17-6210	1
				INVOICE TOTAL	216.45			
1909127540	1	2/13/24	1/12/24	FIRE	40.00- 40.00-	10	10-17-6210	1
				INVOICE TOTAL	40.00-			
1909127959	1	2/13/24	1/17/24	FIRE	11.99 11.99	10	10-17-6210	1
				INVOICE TOTAL	11.99			
				VENDOR TOTAL	188.44			
FEB 7 2024	1	2/13/24	2/13/24	101821 RIAN MILES FIRE	59.99 59.99	10	10-17-7100	1
				INVOICE TOTAL	59.99			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	59.99			
02 07 2024	1	2/13/24	2/07/24	101723 RYAN MAYBERRY FIRE	62.00	10	10-17-7100	1
				INVOICE TOTAL	62.00			
				VENDOR TOTAL	62.00			
19560	1	2/13/24	1/17/24	3767 SCHWEISS PLBG.HEATING/A.C STREET	60.63	21	21-21-6810	1
				INVOICE TOTAL	60.63			
				VENDOR TOTAL	60.63			
1985	1	2/13/24	2/05/24	101819 SLM MEDIA GROUP WLC CTR	2,400.00	10	10-18-6015	1
				INVOICE TOTAL	2,400.00			
				VENDOR TOTAL	2,400.00			
FEB 2024	1	2/13/24	2/13/24	101822 ST. LOUIS COUNTY POLICE ASSOC. POLICE	250.00	10	10-16-6021	1
				INVOICE TOTAL	250.00			
				VENDOR TOTAL	250.00			
FEB 2024	1	2/13/24	2/05/24	101783 STE GEN CO 911 TAX EMERGENCY POLICE	15,833.00	10	10-16-7050	1
				INVOICE TOTAL	15,833.00			
				VENDOR TOTAL	15,833.00			
2024 SUBSCRIPTION	1	2/13/24	2/13/24	3740 STE GENEVIEVE HERALD ADMIN	50.00	10	10-13-6550	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	50.00			
7920	1	2/13/24	2/12/24	3725 STE. GENEVIEVE CHAMBER LEGIS	500.00	10	10-11-7156	1
				INVOICE TOTAL	500.00			
				VENDOR TOTAL	500.00			
2024 APRIL ELECTION	1	2/13/24	2/13/24	101326 SUE WOLK, COUNTY CLERK LEGIS	2,333.92	10	10-11-7120	1
				INVOICE TOTAL	2,333.92			
				VENDOR TOTAL	2,333.92			
001052	1	2/13/24	1/29/24	101788 TODD FAULKNER TREE SERVICE SEWER	1,500.00	31	31-31-7060	1
				INVOICE TOTAL	1,500.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	1,500.00		
100354315	1	2/13/24	1/24/24	101071 TRACTOR SUPPLY CREDIT PLAN FIRE	38.46	10 10-17-6810	1
				INVOICE TOTAL	38.46		
				VENDOR TOTAL	38.46		
404354	1	2/13/24	2/05/24	101277 WEGMANN, EDEN, MIKALE, & ADMIN	1,008.00	10 10-13-7030	1
				INVOICE TOTAL	1,008.00		
				VENDOR TOTAL	1,008.00		
				BLOOMSDALE BANK (GEN GOV TOTAL	292,063.55		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	292,063.55		
				GRAND TOTALS	292,063.55		

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 BLOOMSDALE BANK (GEN GOVT)								
45050	2/06/2024	101182	BANNER FIRE EQUIPMENT, INC.	202.16				
45051	2/06/2024	101104	COTTON'S ACE HARDWARE	354.54				
45052	2/06/2024	2601	MISSOURI DEPT OF REVENUE	3,868.50				
45053	2/06/2024	101487	PRECISION GRAPHICS & SIGNS LLC	1,150.00				
45054	2/06/2024	3530	RECORDER OF DEEDS	27.00				
45055	2/06/2024	101355	RHODES 101	1,690.08				
*12259036								
12259037	2/06/2024	100937	AT & T	1,162.41			E-PAY	

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	8,454.69
CLEARED	.00

BANK 1 TOTAL	8,454.69
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL	2,580.74	2,580.74	.00	.00
27 CEMETERY	27.00	27.00	.00	.00
30 WATER	4,494.79	4,494.79	.00	.00
60 RURAL FIRE	1,352.16	1,352.16	.00	.00

RESOLUTION 2024 - 22

**A RESOLUTION APPOINTING KAREN STUPPY TO THE STE. GENEVIEVE
TOURISM ADVISORY COUNCIL**

WHEREAS, Karen Stuppy, has agreed to serve on the Ste. Genevieve Tourism Advisory Council as the Ste. Genevieve County Government representative and her term will expire March 2027.

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to appoint Ms. Stuppy.

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

Ms. Karen Stuppy is hereby appointed to the Ste. Genevieve Tourism Advisory Council this 28th day of MARCH 2024.

The Mayor shall make this appropriate appointment to the Ste. Genevieve Tourism Advisory Council and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this 28th day of MARCH 2024.

Approved as to form by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

RESOLUTION 2024-23

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

WHEREAS, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Kari Davidson, 155 Merchant Street, for Flood Buyout Property located at 501 & 503 N. Main Street 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 Kari Davidson 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 28TH 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 **Kari Davidson**, a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, located at **501 & 503 N. Main Street**, City of Ste. Genevieve, 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: **199 Merchant Street, Ste. Genevieve, Missouri 63670**. 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: _____
Mayor, Brian Keim

By: Kari David
Caretaker

Date: _____

Date: 3.2.24

ATTEST:

By: _____
Pam Meyer, City Clerk

RESOLUTION 2024 - 24

A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH MARY JO HOLLAND TO MAINTAIN FLOOD BUYOUT PROPERTY.

WHEREAS, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Mary Jo Holland, 488 Roberts Street for Flood Buyout Property located at 500 Roberts Street 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 Mary Jo Holland 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 28th 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 **MARY JO HOLLAND** a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, located at **500 Roberts Street**, City of Ste. Genevieve, 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: **488 Roberts Street, Ste. Genevieve, Missouri 63670.** 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

By: Mary Holland
by Burt Caretaker

Date: _____

Date: 3-22-2024

ATTEST:

By: _____
Pam Meyer, City Clerk



Street Closure Request

Date 3-21-2024

Name Stephanie DeGenova Organization Valle Catholic Grade

Address 40 North 4th St. City Sainte Genevieve State MO Zip 65680

Phone Number and/or email information 573-883-2408 · degenovas@valleschools.org

Reason for closure May Crowning at the statue of Mary in front of the Valle Catholic School
mother day meal with students

Street(s) to be closed 4th and Jefferson } strip in front of Valle
4th and Merchant } Catholic School

Date of event for closure May 1st 2024

Time(s) for closure 8:45 to 9:15
am am

Office Use Only		
Council Approval	Yes ___ No ___	Date _____
Police Dept. Approval	Yes ___ No ___	Date _____
Public Works 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 Aldermen.
- B. The Board of Aldermen 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 Aldermen, 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.

SECTION 5. REPEALER. All ordinances and parts thereof that are in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. 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: March 14, 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

- Alderman 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. 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: MARCH 14, 2024

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

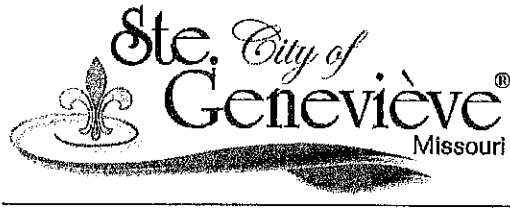
Mark Bishop, City Attorney

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.

JOKERST PAVING & CONTRACTING
Company

Date: 2/15/2024


Authorized Signature.

N. 4th St. Stormwater/Asphalt BID OPENING
 2/15/2020

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 or state 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 proportions 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