

DATE OF FIRST READING: April 11, 2024.

DATE OF SECOND READING: _____.

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

VOTE

ALDERWOMAN AMIE DOBBS
ALDERMAN PATRICK FAHEY
ALDERMAN ERIC BENNETT
ALDERMAN BOB DONOVAN
ALDERMAN JEFF EYDMANN
ALDERMAN JOE STEIGER
ALDERMAN MIKE RANEY
ALDERMAN JOE PRINCE

____ Aye ____ Naye ____ Absent

Brian Keim, Mayor

Mark Bishop, City Attorney

(SEAL)

ATTEST:

Pam Meyer, City Clerk

Happy Welch, City Administrator

NOTICE OF BOND ELECTION
CITY OF STE. GENEVIEVE, MISSOURI

Notice is hereby given to the qualified voters of the City of Ste. Genevieve, Missouri (the "City"), that the Board of Aldermen of the City has called a special election to be held in the City on August 6, 2024, commencing at 6:00 a.m. and closing at 7:00 p.m., on the propositions contained in the following sample ballot:

OFFICIAL BALLOT
CITY OF STE. GENEVIEVE, MISSOURI

TUESDAY, AUGUST 6, 2024

PROPOSITION 5

Shall the City of Ste. Genevieve, Missouri, issue its general obligation bonds in the amount of \$10,000,000 for the purpose of constructing, reconstructing, improving and repairing streets and related stormwater control improvements?

YES
NO

INSTRUCTIONS TO VOTERS: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

The authorization of the bonds will authorize the levy and collection of an annual tax in addition to the other taxes provided for by law on all taxable tangible property in the City sufficient to pay the interest and principal of the bonds as they fall due and to retire the same within twenty years from the date thereof.

The election will be held at the following polling places in the City:

PRECINCT

POLLING PLACE

DATED: _____, 2024.

County Clerk of Ste. Genevieve County,
Missouri

NOTIFICATION OF ELECTION AUTHORITY

_____, 2024

Ms. Sue Wolk
County Clerk of Ste. Genevieve County
55 South Third Street, Room 2
Ste. Genevieve, Missouri 63670

Re: Bond Election in City of Ste. Genevieve, Missouri

Dear Ms. Wolk:

In accordance with Section 115.125, RSMo, you are hereby notified that City of Ste. Genevieve, Missouri, by Ordinance No. ____, duly adopted by the Board of Aldermen, has called a bond election to be held in the City on Tuesday, August 6, 2024. A copy of Ordinance No. ____ along with the legal Notice of Bond Election is enclosed.

We understand that as a result of this Notification, your office will be responsible for publication of the Notice of Bond Election and the conduct of the election. The polling places remain to be added to the enclosed Notice of Bond Election before publication.

We enclose several copies of this Notification and request that you sign the receipt at the bottom of each copy, retain one copy and return the remaining copies to us.

Upon successful conclusion of the election, please send us three original affidavits of publication from each newspaper in which the Notice of Bond Election was published and three copies of the election ballot and the abstract of votes.

If you have any questions, please let us know.

CITY OF STE. GENEVIEVE, MISSOURI

By: _____
City Clerk

Filed in my office at _____ o'clock ____ M. on _____, 2024.

County Clerk of Ste. Genevieve County, Missouri

BILL NO. 4616

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STE. GENEVIEVE, STE. GENEVIEVE COUNTY LEVEE DISTRICT #3 AND THE DEPARTMENT OF THE INTERIOR U.S. FISH AND WILDLIFE SERVICE.

WHEREAS, the City of Ste. Genevieve ("City") desires to execute an Memorandum of Understanding (Attached as Exhibit "A") between the City, Ste. Genevieve County Levee District #3 and Department of the Interior U.S. Fish and Wildlife Service to renew the current MOU that was finalized in March, 2019; and

WHEREAS, the Board of Aldermen wish to continue the cooperative effort between the entities as part of the Middle Mississippi River National Wildlife Refuge.

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

SECTION 1. The City Administrator of the City of Ste. Genevieve, Missouri is hereby authorized and directed to execute the Memorandum of Understanding in substantially the form attached as Exhibit "A".

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

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

DATE OF FIRST READING: April 11, 2024

DATE OF SECOND READING: _____

VOTE

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

__ YES __ NO __ ABSENT

APPROVED TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

MEMORANDUM OF UNDERSTANDING
Between
THE CITY OF STE. GENEVIEVE, MISSOURI
And
STE. GENEVIEVE COUNTY LEVEE DISTRICT #3
And
DEPARTMENT OF THE INTERIOR
U. S. FISH AND WILDLIFE SERVICE

I. Authority:

This Memorandum of Understanding (MOU) is entered into between the Department of the Interior (hereinafter referred to as the Department), U.S. Fish and Wildlife Service (hereinafter referred to as the Service), the City of Ste. Genevieve, Missouri (hereinafter referred to as City), and the Ste. Genevieve County Levee District #3 (hereinafter referred to as Levee District) under the authority of (16 U.S.C. § 661 et seq.; 16 U.S.C. § 742a. et seq; 16 U.S.C. § 3741; 16 U.S.C. § 2502; 16 U.S.C. § 668dd).

II. Background:

This MOU is a renewal of the MOU between all parties finalized on March 11, 2019, updated only to reflect new project officers and signatories and will continue the partnership of bringing together multiple parties with the purpose of managing and promoting lands within the Middle Mississippi River Corridor (MMRC). The City and Levee District owns approximately 300 acres that borders the Mississippi River set aside for resource management, recreation, education and outreach for both residents and visitors. The Refuge manages over 8,000 acres of lands within the MMRC that provides the habitats goals desired on the City lands. Through this MOU, the Service will provide expertise to the City to assist in accomplishing their management goals, and the City and Levee District will provide an avenue for the Refuge to promote and showcase the work accomplished throughout its managed lands.

III. Purpose

With this MOU, the Service, the City and the Levee District will set forth the Parties' responsibilities in providing services and products to meet the objectives outlined in section (IV) Scope of Effort. With this MOU, the Parties will work to bring a conservation message and increase awareness of the importance of habitat conservation and restoration along the MMRC. With this MOU, the Service, the City, and the Levee District and the lands they manage mentioned herein will be a "portal" to reach diverse populations that live, work, play, and visit Ste. Genevieve, Missouri, and other lands along the Middle Mississippi River.

IV. Scope of Effort:

For a period as hereinafter set forth, the Service, City, and Levee District shall cooperate as necessary for the performance of work as set forth below:

A. General: The City of Ste. Genevieve, Missouri, owns approximately 300 acres within its city limits that has been set aside for goals including habitat restoration, floodplain management, recreation and education. This MOU will enable partners to assist the City in reaching those goals, while promoting the various missions and conservation efforts of partners throughout the MMRC. By working within the City of Ste. Genevieve Fish and Wildlife Refuge Area the Partners will engage a diverse community to nurture and instill an appreciation of wildlife conservation. Currently there are limited opportunities for resource management agencies to carry out and promote the importance of conservation efforts along the Middle Mississippi River. With this partnership and the MOU, the partners can create a highly visible presence within one of the most historic towns along the MMRC.

Through this MOU, the Partners will serve as a catalyst, interfacing with the public and other conservation organizations in order to help define and promote a consistent conservation message. All Parties will strive to promote this message as they coordinate with additional partners for the delivery of environmental interpretation and outreach programs through individual friends groups, volunteers, and other partners, and utilize scientific expertise to instill an enduring wildlife and land ethic. Examples of this could include, but not limited to other potential partners such as the U.S. Army Corps of Engineers, The Nature Conservancy, National Park Service, Audubon Society, Ducks Unlimited, Ste. Genevieve area schools, and local land trusts in various aspects of this project in order to deliver a consistent conservation message and support for the MOU activities.

The Parties agree to work cooperatively to achieve these objectives: (1) To provide public access to river, lake and bottomland ecosystems, (2) to provide environmental interpretation and education, (3) to foster stewardship of natural, cultural, and wildlife enhancements, (4) to jointly plan and implement mutually beneficial educational/outreach programs, (5) to design and develop wildlife habitat and conduct activities consistent with each Party's missions and goals, and (6) to explore opportunities that enhance conservation efforts along the MMRC.

B. The Service shall: Designate a liaison to facilitate ongoing communication and coordination. Meet yearly, or as needed or requested, to discuss and reach consensus regarding activities to be carried out to meet the purpose and objectives of this MOU and identify expected outcomes of the planned activities.

Communicate with other Parties and obtain prior approval from all parties before releasing statements, press releases, or any information with the name or title of any employee in connection with this agreement.

Work with partners to assess habitat and wildlife enhancement opportunities.

Provide experienced staff to work with the Partners and other NGOs to develop interpretive signs, design and construct nature trails, write self-guided brochures, enhance wildlife habitat, perform habitat and wildlife surveys, and provide the necessary expertise to develop educational and interpretive programs for the City of Ste. Genevieve Fish and Wildlife Refuge Area.

The City and Levee District shall: Designate a liaison to facilitate ongoing communication and coordination. Meet periodically, as needed, to discuss and reach consensus regarding activities to be carried out to meet the purpose and objectives of this MOU and identify expected outcomes of the planned activities.

Communicate with other Parties and obtain prior approval from all parties before releasing statements, press releases, or any information with the name or title of any employee in connection with this agreement.

Provide meeting for occasional partner meetings, and collaborate on opportunities for education programs, training, workshops and special events.

Provide assistance in identifying and authorizing demonstration areas for habitat restoration or wildlife interpretation.

Participate in yearly updates with the Partners to document results and accomplishments.

V. Period of Performance

The period of performance of the Memorandum of Understanding is for five (5) years, with an option to renew, from the date of the last signature to the MOU at which time it will be subject to review, renewal or expiration.

This MOU is neither a fiscal nor a funds-obligation document.

This Agreement constitutes the entire agreement between the parties and may be amended only by an instrument in writing executed by all parties.

VI. Project Officers

A. City of Ste. Genevieve, Missouri

Happy Welch

City Administrator

165 South Fourth Street
Ste. Genevieve, Missouri 63670
hwelch@stegenevieve.gov
573-883-5400

B. Ste. Genevieve County Joint Levee Commission

Vern Bauman
Levee District #3
21471 Highway 32
Ste. Genevieve, Missouri 63670
vembauman@hotmail.com
573-880-0880

C. U.S. Fish and Wildlife Service

Jared Nance
USFWS -Middle Mississippi NWR
339 St. Marys Road
Ste. Genevieve, Missouri 63670
jared_nance@fws.gov
573-847-2333

VII. Modification of Agreement:

This MOU constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this MOU, and incorporated in and by reference made a part of this MOU.

VIII. Termination of Agreement:

Any party to this MOU may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other party or parties to the agreement.

IX. Terms and Conditions:

1. This MOU in no way restricts the Parties from working together or participating in similar activities with other public or private agencies, organizations and individuals.
2. Any public notices issue by any of the parties with respect to this MOU or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.
3. During the performance of this MOU the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin or disability.
4. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
5. All parties will ensure that its employees have the proper training and certification required to conduct activities under this MOU.
6. This MOU is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance to applicable regulations, and procedures including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the Parties and shall be independently authorized in accordance with appropriate statutory authority. This MOU does not provide such authority.
7. It is agreed by the parties hereto that, in the performance of this MOU, employees or agents of each respective party are not to be considered employees of the other party or parties.
8. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the U.S. Fish and Wildlife Service endorses any product, service, or policy of the City of Ste. Genevieve, Missouri or Ste. Genevieve County Joint Levee Commission. The City of Ste. Genevieve, Missouri or Ste. Genevieve County Joint Levee Commission will not take any action or make any statement that suggests or implies such an endorsement.
9. The participation of each party to this agreement in activities conducted pursuant to this MOU is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees

acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, U.S.C. Section 8101 et seq., or such other Federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of the City of Ste. Genevieve, Missouri or Ste. Genevieve County Joint Levee Commission employees while acting within the scope of official duty shall be governed by the provisions of the laws of the state of Missouri.

10. The Parties agree to implement the provisions of this MOU to the extent personnel are available and budgets allow. In addition, nothing in the MOU is intended to supersede any laws, regulations or directives by which the Parties must legally abide.

The rest of this page is intentionally left blank

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

THE CITY OF STE. GENEVIEVE, MISSOURI

BY: _____

NAME: _____

TITLE: _____

DATE: _____

STE. GENEVIEVE COUNTY LEVEE DISTRICT #3

BY: Vernon J Bauman

NAME: Vernon J Bauman

TITLE: Pres

DATE: 4-9-24

US DEPARTMENT OF THE INTERIOR - US FISH AND WILDLIFE SERVICE

BY: _____

NAME: _____

TITLE: _____

DATE: _____

AN ORDINANCE AMENDING THE CITY OF STE. GENEVIEVE CODE OF ORDINANCES FOR CHAPTER 140 PURCHASING AND COMPETITIVE BIDDING POLICY AS SET FORTH BELOW.

WHEREAS, this Ordinance is done pursuant to Chapter 140 Purchasing and Competitive Bidding Policy ("Purchasing Policy) to revise the current Purchasing Policy for the City of Ste. Genevieve, Missouri ("City"); and

WHEREAS, the Purchasing Policy will be the guide for all departments to follow proper purchasing practices and provide fair purchasing practices with vendors and contractors; and

WHEREAS, the Purchasing Policy has four different purchasing categories depending on the purchasing amount and establishing an increase in those amounts from the current policy and retaining the requirements for staff to make purchases in those ranges; and

WHEREAS; this Purchasing Policy has a procedure for procuring professional and maintenance services that will be included with the agreed upon spending increases; and

WHEREAS, the City of Ste. Genevieve Board of Aldermen, after careful and due deliberation, concludes that amending Chapter 140 of the Municipal Code as set forth below would be in the best interest of the City.

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

SECTION 1. The Ste. Genevieve Code of Ordinances **CHAPTER 140 COMPETITIVE BIDDING POLICY** is hereby amended by deleting the chapter in its entirety and replacing as follows:

Chapter 140

Purchasing and Competitive Bidding Policy

ARTICLE I. GENERALLY

SECTION 140.010: DEFINITIONS

As used in this Chapter, the following terms shall have the meanings ascribed to them:

BOARD OF ALDERMEN: The governing body of the City of Ste. Genevieve.

CITY: The City of Ste. Genevieve.

CONTRACTUAL SERVICES: Personal services, all telephone, gas, water, electric light and power services, towel and cleaning services, leases for all grounds, buildings, offices or other space required by the using department and the rental, repair or maintenance of equipment, machinery and other City-owned personal property. The term shall not include insurance, professional and other contractual services which are in their nature often unique and not subject to normal competitive bidding.

COOPERATING AGENCIES: Any department, agency, commission, bureau or other unit in the City Government not under the direction and control of the Board of Aldermen or in any other governmental unit whether school district, special authority, other municipality, County or otherwise which cooperates with the City through its Director of Purchasing in purchasing any items covered by this Chapter.

SUPPLIES: All supplies, materials, equipment, commodities and capital outlays.

USING DEPARTMENT: Any department, agency, commission, bureau or other unit in the City Government using or disposing of supplies or procuring contractual services as provided for in this Chapter and which shall be under the direction and control of the Board of Aldermen.

SECTION 140.020: CONFLICTS OF INTEREST

Any purchase order or contract within the purview of this Chapter in which any officer or employee of the City is financially interested, directly or indirectly, shall be void unless the Board of Aldermen waives compliance with this Section before the execution of a purchase order or contract. The Board of Aldermen shall waive this Section only when the best interests of the City require such action and the laws of the State do not prohibit the transaction. The City Administrator shall immediately report to the Council any information that he/she has or that comes to his/her attention that would indicate any such interest either before or after a purchase has been made.

SECTION 140.030: ACCEPTANCE OF GIFTS OR REBATES

The Director of Purchasing and each officer and employee of the City is expressly prohibited from accepting, directly or indirectly, from any person to which any purchase order or contract is or might be awarded any rebate, gift, money or anything of value whatsoever, except where given for the use and benefit of the City.

SECTION 140.040: REQUISITIONS AND ESTIMATES -- EMERGENCY REQUIREMENTS -- REVISION OF REQUISITIONS

All using agencies, either by or with the authorization of the head of the department, shall to the extent practicable file with the Board of Aldermen detailed requisitions or estimates of their requirements of supplies and contractual services in such manner, at such times and for such future periods as the Council shall prescribe.

1. *Unforeseen requirements.* A using department shall not be prevented from filing in the same manner with the Director of Purchasing at any time a requisition or estimate for any supplies and contractual services it needs that were not foreseen when the detailed estimates were filed subject to budgetary limitations.

2. *Revision powers.* The City Administrator may examine each requisition or estimate and may suggest revisions as to quality, quantity or estimated cost.

SECTION 140.050: EMERGENCY PURCHASING PROCEDURES

A. In the event of an apparent emergency which requires immediate purchase of supplies or contractual services, the City Administrator is empowered to secure by an open market procedure as provided in this Section, with the consent of the mayor, at the lowest obtainable price, any supplies or contractual services regardless of the amount of the expenditure. The City Administrator will contact the Board of Aldermen as soon as is practical and advise of the apparent emergency. A full report of the circumstances of an emergency purchase shall be filed by the City Administrator with the Board of Aldermen and shall be entered into the official records of the Council and shall be open to public inspection.

B. In the event of an actual emergency and with the consent of the Mayor, the head of any using department may purchase directly any supplies the immediate procurement of which is essential to prevent delays in the work of the using department that may affect the life, health or convenience of citizens. The head of the using department shall send to the City Administrator a requisition and a copy of the delivery record together with a full written report of the circumstances of the emergency. The City Administrator will contact the Board of Aldermen as soon as is practical and advise of the actual emergency. The report shall be filed with the Council and be made a part of the permanent records of the Council and be open to public inspection.

SECTION 140.060: SINGLE SOURCE PURCHASING PROCEDURE

The requirement of competitive bids or proposals for supplies may be waived when the City Administrator has determined in writing that there is only a single reasonable source for the supplies. Immediately upon discovering that other feasible sources exist, the City Administrator shall rescind the waiver and proceed to procure the supplies through the competitive processes as described in this Chapter. A single feasible source exists when:

1. Supplies are proprietary and only available from the manufacturer or a single distributor;
or
2. Based on past procurement experience, it is determined that only one (1) distributor services the region in which the supplies are needed; or
3. Supplies are available at a discount from a single distributor for a limited period of time.

SECTION 140.070: PURCHASE ORDERS REQUIRED -- REJECTION OF NONCONFORMING SHIPMENTS -- APPROVAL OF INVOICES

A. All purchases of contractual services and supplies made pursuant to this Chapter shall be on purchase order forms, and each purchase order shall reflect salient conditions of the purchases such as description, specification, unit purchase price, aggregate amounts, freight conditions and place of delivery.

B. A copy of all purchase orders shall be available to the receiving department which will receive the contractual services or supplies purchased, and the receiving department shall reject delivery of any contractual services or supplies which do not conform to the purchase order conditions and specifications.

C. All invoices for purchases made pursuant to this Chapter shall be approved as being in conformity with the purchase order. Said approval will be made in accordance with procedures established by the Board of Aldermen.

SECTION 140.080: COMPETITIVE BIDDING REQUIRED FOR PURCHASES OR SALES OF PROPERTY

All purchases and contracts for supplies and contractual services, and all sales of personal property which has become obsolete and unusable shall, except as expressly provided in this Chapter, be based wherever possible on competitive bids. The sales of personal property may utilize online bidding services if determined to be in the best interests of the city by the using department director and City Administrator

SECTION 140.090: INSPECTIONS, TESTS OF GOODS

A. The using departments under the authority of the City Administrator shall be responsible for ensuring that all supplies and contractual services conform to the specifications set forth in the order or contract.

B. The City Administrator shall have the authority to require chemical tests of samples submitted with bids and samples of deliveries which are necessary to determine their conformance with the specifications. In the performance of such tests, the City Administrator shall have authority to make use of laboratory facilities of any department of the City or any outside laboratory.

SECTION 140.100: SURPLUS, REPORT -- TRANSFER OR SALE

A. At least annually, all using agencies shall submit to the City Administrator, at such times and on such forms as prescribed, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped.

B. The City Administrator shall have the authority to transfer surplus stock to other using departments.

C. The City Administrator shall have the authority to sell all supplies which have become unsuitable for possible use or exchange or trade the supplies for new supplies, in accordance with the procedures set forth in this Chapter.

SECTION 140.110: COUNCIL APPROVAL OF CONTRACTS

No resolution or ordinance shall finally be passed approving any contract for supplies or contractual services (except for professional services) unless the proper purchasing procedures have been followed.

ARTICLE II. FORMAL PURCHASING AND SALES PROCEDURES

SECTION 140.120: WHEN REQUIRED

All supplies and contractual services, except as otherwise provided herein, when the extended cost thereof shall equal or exceed **fifteen thousand dollars (\$15,000.00)**, shall be purchased by formal written contract from the lowest responsible bidder after due notice inviting proposals in a paper of public record. All sales of personal property or supplies that have become obsolete and unusable and has an estimated value of **fifteen thousand dollars (\$15,000.00)** or more shall be sold by formal written contract to the highest responsible bidder after due notice inviting proposals.

SECTION 140.130: SUBDIVISION OF CONTRACT TO EVADE REQUIREMENTS OF THIS ARTICLE PROHIBITED

No contract or purchase shall be subdivided to avoid the requirements of this Policy, nor shall Change Orders exceeding 25% of the total approved bid amount be allowed without following the same Purchasing Policy procedures as included in this Policy or, in lieu of quotes or sealed bids, must be approved by the Using Department director, the City Administrator, and the Mayor in a written memo with an explanation to the Board of Aldermen with a copy to the City Clerk.

SECTION 140.140: SOLICITATION OF BIDS

The City Administrator shall, by first class mail or email notification, solicit sealed bids from at least three (3) responsible prospective suppliers including all suppliers with whom the City has done business within the preceding two (2) years setting forth detailed specifications and all pertinent information necessary for the prospective supplier to file a bid. Prospective suppliers to whom invitations to bid are sent shall be limited to those who are part of the trade group offering commodities and services similar in character to that being purchased. If the City Administrator is unable to reasonably find three (3) responsible suppliers, he/she shall certify that fact to the City Clerk who shall then certify a number less than three (3) to whom invitations to bid shall be sent and such lesser number shall be deemed in compliance with the requirements of this Section. The provisions of this Section may be waived when the Mayor, the department

superintendent involved, and the City Administrator agree that following this Section's provisions may cause excessive delay, public inconvenience and/or a significant cost penalty.

SECTION 140.150: BID DEPOSIT -- WHEN REQUIRED, REFUND, FORFEITURE

When deemed necessary by the City Administrator or when requested by a using department or when directed by the City Attorney or City Engineer, bid deposits shall be prescribed in inviting bids. An unsuccessful bidder shall be entitled to return of any surety required. A successful bidder shall forfeit any surety required upon failure on the bidder's part to enter into a contract within ten (10) days after the award, and the invitation to bid shall so state.

SECTION 140.160: MANNER OF SUBMISSION OF BIDS -- OPENING -- RECOMMENDATIONS TO THE COUNCIL

Sealed bids shall be submitted to the City Clerk and shall be identified as bids on the envelope. The bids shall be opened in public at the time and place stated in the invitations to bid and in any public notices. After the opening, the City Clerk shall tabulate and certify all bids received and file a report of the bids with the Board of Aldermen, together with the City Administrator's recommendations as to whom the award shall be made.

SECTION 140.170: AWARD OF CONTRACT TO LOWEST RESPONSIBLE BIDDER

The Board of Aldermen, upon receiving the tabulation and recommendation of the City Clerk, shall award the contract to the lowest responsible bidder, but shall have the right to reject any and all bids.

SECTION 140.180: FACTORS FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER

In determining the lowest responsible bidder, the Board of Aldermen shall consider:

1. The ability, capacity and skill of the bidder to perform the contract or provide the services required.
2. Whether the bidder can perform the contract or provide the services promptly or within the time specified without delay or interference.
3. The character, integrity, responsibility, judgment, experience and efficiency of the bidder.
4. Whether the bidder is in default on the payment of taxes, licenses or other monies due the City. This factor alone shall justify disqualification.
5. The quality and performance of previous contracts or services.

6. The previous and existing compliance by the bidder with laws, the provisions of this Code and other City ordinances relating to the contract or service.
7. The sufficiency of the financial resources and ability of the bidder to perform a contract or provide the service.
8. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
9. The ability of the bidder to provide future maintenance and service of machines for the use of the subject of the contract.
10. The number and scope of conditions attached to the bid.

ARTICLE III. SECONDARY PURCHASING AND SALES PROCEDURES

SECTION 140.190: WHEN ALLOWED -- REQUIREMENTS

All purchases of supplies and contractual services and all sales of personal property that has become obsolete and unusable for less than the estimated value of fifteen thousand dollars (\$15,000.00), but equal to or in excess of the estimated value of ten thousand dollars (\$10,000.00), shall be made upon the basis of at least three (3) written bids from three (3) prospective suppliers of the City without newspaper advertisement, or such lesser number as shall be certified by the City Clerk in the event three (3) prospective suppliers shall not exist. The provisions of this Section may be waived when the Mayor, the department superintendent involved and the City Administrator agree that following this Section's provisions may cause excessive delay, public inconvenience and/or a significant cost penalty.

SECTION 140.200: SUBDIVISION OF CONTRACT TO EVADE REQUIREMENTS OF THIS ARTICLE PROHIBITED

No contract or purchase shall be subdivided to avoid the requirements of this Article.

SECTION 140.210: SOLICITATION OF BIDS

The City Administrator or department superintendent shall solicit bids by direct mail, email, or telephone request to prospective vendors.

SECTION 140.220: AWARD TO LOWEST RESPONSIBLE BIDDER

The award shall be made to the lowest responsible bidder in accordance with the standards set forth in Section 140.180 by the Board of Aldermen after consultation with the City Administrator and the head of the department.

SECTION 140.230: JUSTIFICATION OF AWARD TO OTHER THAN LOW BIDDER

When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the City Administrator and filed with the other papers relating to the transaction.

SECTION 140.240: AWARD TO LOCAL BIDDER -- TIE BIDS

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to a local bidder. If there shall be no local bidder or more than one (1) local bidder with a low equal bid, the Board of Aldermen shall award the contract to one (1) of the tie bidders by drawing lots in public.

ARTICLE IV. INFORMAL PURCHASING AND SALES PROCEDURE

SECTION 140.250: WHEN ALLOWED

All purchases of supplies and contractual services and all sales of personal property that has become obsolete and unusable for the estimated value of less than **ten thousand dollars (\$10,000.00)** shall be made on the open market without newspaper advertisement prescribed in this Article for purchases of more than **one thousand five hundred (\$1,500.00).**

SECTION 140.260: SUBDIVISION OF CONTRACT TO EVADE REQUIREMENTS OF THIS ARTICLE PROHIBITED

No contract, purchase or sale shall be subdivided to avoid the requirements of this Article.

SECTION 140.270: BIDS -- AWARD TO LOWEST RESPONSIBLE BIDDER

All open market purchases shall, wherever possible, be based on at least three (3) competitive bids which may be either oral or written and shall be awarded to the lowest responsible bidder in accordance with the standards set forth in Section 140.180.

SECTION 140.280: SOLICITATION OF BIDS

The using department shall solicit bids by email a request to prospective suppliers or by telephone or by such other method as he/she shall deem appropriate in order to receive competitive proposals.

ARTICLE V. OPEN MARKET PURCHASES AND SALES OF **ONE THOUSAND FIVE HUNDRED DOLLARS AND LESS**

SECTION 140.290: BIDS AND PROPOSALS NOT REQUIRED

All purchases of supplies and contractual services and all sales of personal property that have become obsolete and unusable for less than the estimated value of **one thousand five hundred dollars (\$1,500.00)** shall be made on the open market without bids or proposals.

SECTION 140.300: CHECK OF MARKET CONDITIONS

The Director of Purchasing shall from time to time, at least annually, make random checks as to prices being quoted by several competing suppliers for contractual services and supplies.

**ARTICLE VI. POLICY AND PROCEDURE FOR THE
PROCUREMENT OF ARCHITECTURAL, ENGINEERING,
LAND SURVEYING, MAINTENANCE SERVICES AND OTHER PROFESSIONAL
SERVICES**

SECTION 140.310: ADOPTION OF POLICY AND PROCEDURE

The City does adopt and establish a policy and procedure for the selection and procurement of professional services in accordance with the following provisions.

SECTION 140.320: IMPLEMENTATION OF POLICY

The City Administrator is hereby directed to implement the provisions of the policy set forth herein.

The following shall be the policy and procedures for selecting architectural, engineering, land surveying services and other professional services (hereinafter referred to as professional services) for the City of Ste. Genevieve.

SECTION 140.330: DEFINITIONS

As used in this Article, the following terms shall have the meanings ascribed to them:

ARCHITECTURAL SERVICES: Those services within the scope of practice of architecture as defined by the laws of the State of Missouri, Section 327.091, RSMo.

BOARD OF ALDERMEN: The governing body of the City of Ste. Genevieve.

CITY: The City of Ste. Genevieve.

ENGINEERING SERVICES: Those services within the scope of practice of engineering as defined by the laws of the State of Missouri, Section 327.181, RSMo.

FIRM: Any individual, firm, partnership, corporation, association or other legal entity permitted by law to practice the profession of architecture, engineering or land surveying or other professional services and provide said services.

LAND SURVEYING SERVICES: Those services within the scope of practice of land surveying services as defined by the laws of the State of Missouri, Section 327.272, RSMo.

MAINTENANCE SERVICES: The repair, but not replacement, of existing facilities and equipment when the size, type or extent of the existing facilities and equipment is not thereby changed or increased.

MAYOR: The highest elected official of the City of Ste. Genevieve.

OTHER PROFESSIONAL SERVICES: Those services of a vocation requiring specialized knowledge and intensive academic or technical training in such fields as land appraisal, urban planning, finance, real estate and others.

SELECTION COMMITTEE: At least three (3) qualified individuals appointed by the Mayor, including the department head of the using department, and the City Administrator who shall oversee and coordinate the selection process and shall serve as the Chair of the selection committee. The selection process shall only be instituted under the supervision and direction of the City Administrator who may with the approval of the Mayor establish procedural rules so long as they are not inconsistent with this Article or State law.

USING DEPARTMENT: The City department requesting the professional service and be the prime user and oversee the service.

SECTION 140.340: TYPES OF SERVICES

Projects will be divided into four (4) types as follows:

1. *Type 1.* Services for projects where fees will exceed **fifteen thousand dollars (\$15,000.00)**; the using department shall select at least three (3) firms to be contacted for an "Expression of Interest". After "Expressions of Interest" are received and reviewed, at least three (3) detailed proposals shall be requested. Request for "Expressions of Interest" and detailed proposals may be combined into a single request.

After reviewing the detailed proposals, the Selection Committee shall make a recommendation to the Board of Aldermen for approval or rejection of the proposal. The Council has the right to approve or reject any and all proposals.

2. *Type 2.* Services for projects where estimated fees are less than **fifteen thousand dollars (\$15,000.00) but more than ten thousand dollars (\$10,000.00)**; three (3) written proposals are required, when reasonable. Such written proposals may be solicited by mail, email, or telephone. After reviewing the detailed proposals, the City Administrator is authorized to approve or reject the proposal.

3. *Type 3.* Services for projects where fees are less than **ten thousand dollars (\$10,000.00)** may be made by the director of the using department without soliciting competitive proposals upon approval of the City Administrator.

4. *Type 4.* Maintenance service where the costs are less than **fifteen thousand dollars (\$15,000.00)** may be made by the director of the using department without soliciting competitive proposals upon approval of the City Administrator.

SECTION 140.350: GENERAL PROCEDURES AND RESPONSIBILITIES

A. *Expressions Of Interest Type 1 Projects.* For Type 1 service, the using department shall solicit proposals from qualified firms approved by the Selection Committee. The request should invite comments as to the special experience in the project being considered and describe previous experience with similar projects. The Expressions of Interest will be reviewed by the department requesting the services. Factors to be determined in the initial screening will include:

1. Specialized experience and technical competence with respect to the type of services required.
2. Quality of services previously performed by the firm for the City.
3. Past record of performance with respect to cost control, quality of services and ability to meet schedules.
4. Community relations including evidence of sensitivity to citizen concerns.
5. The firms proximity to and familiarity with the area where the project is located.

B. *Detailed Proposals.* Firms submitting detailed proposals will provide the information prescribed by the using department. The information shall include:

1. Project name for which firm is filing.
2. Name and address of firm.
3. Previous related experience.
4. Outside firms or outside personnel to be used on projects.
5. Brief resume of key persons, specialists.
6. Special experience in the project being considered.
7. Any work previously or currently performing for City.
8. Description of resources.

SECTION 140.360: SELECTION

- A. Upon receipt of the detailed proposals for Type 1 projects, the Selection Committee will review the proposals; interview the prospective firms, if necessary; and make a recommendation of two (2) firms best qualified and capable of performing the desired work.
- B. The using department shall negotiate a contract with top firm selected. If a satisfactory contract cannot be negotiated with the top firm, negotiations with that firm shall be terminated with the approval of the Selection Committee. Negotiations may then begin with the second (2nd) firm. If there is a failing of accord with the second (2nd) firm, negotiations with such firm may be terminated with the approval of the Selection Committee.
- C. If an agreement cannot be negotiated with the two (2) selected firms, the using department shall re-evaluate the professional services, including scope and fee requirements, and proceed in accordance with this policy.

SECTION 140.370: PROHIBITION AGAINST CONTINGENT FEES

- A. Each contract entered into by the Board of Aldermen for professional services shall contain a prohibition against contingent fees as follows:

“The architect, engineer or land surveyor (as applicable) warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the architect, engineer or land surveyor, to solicit or secure any person, company, corporation, individual or firm, other than a bona fide employee working solely for the architect, engineer or land surveyor, any fees, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement.”

- B. For the breach or violation of the foregoing provision, the Board of Aldermen shall have the right to terminate the agreement without liability and at its discretion to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 140.380: EXCEPTIONS

- A. When, in the opinion of the City Administrator, the nature of other professional services is so specialized that there is only a sole supplier of a professional service that can meet the City's needs, the City Administrator may select such firm or recommend the Council select such firm. An exception shall be promptly reported to the Board of Aldermen with an explanation of the reasons therefore.
- B. The Board of Aldermen in its sole and absolute discretion may waive any and all aforementioned procedural requirements.