

**ARTICLE VII. OTHER PROCUREMENT PROCEDURES**

**SECTION 140.390: PROCUREMENT RELATED TO GRANT ELIGIBILITY.**

Should the City apply for funding through grant, contribution, endowment, donation or other similar award ("Grant Funding") for City supplies and contractual services, then the City shall comply with the individual procurement requirements of each Grant Funding ("Grant Procurement Requirements") in lieu of the procurement policy requirements of this Purchasing Policy; provided, however, that Grant Procurement Requirements shall achieve the minimum standards established by the procurement policy requirements of this Purchasing Policy.

**SECTION 140.400: COOPERATIVE PURCHASING AUTHORITY.**

To the extent permitted by law, the City may engage in cooperative purchasing for Supplies and Contractual Services with other Federal, state and local public entities, municipalities, political subdivisions, Cooperating Agencies, and governmental units, agencies and other authorities (collectively, "Cooperative Purchasing") when it serves the best interests of the City. Cooperative Purchasing is not subject to the procurement provisions of this Purchasing Policy.

**Article VIII. OTHER SELECTION METHODS**

Nothing in the Procurement Policy set forth in the Purchasing Policy of the City's Municipal Code shall be interpreted to preclude the use of selection methods, including, but not limited to, Qualifications-Based Selection, Design-Build contracts, and/or negotiated contracts with architectural, engineering and construction services to the extent permitted by applicable law. In this Purchasing Policy, "Design-Build" means a project in which the design and construction services are furnished under one contract with a contractor selected primarily based on qualifications and "Qualifications-Based Selection" means a negotiated procurement process for the selection of professional architects, engineers and land surveying services using objective criteria looking for competence and experience relative to the work to be performed.

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

**SECTION 3 REPEALER:** All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

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

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

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

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

ALDERMAN PATRICK FAHEY  
ALDERWOMAN AMIE DOBBS  
ALDERMAN BOB DONOVAN  
ALDERMAN MIKE JOKERST  
ALDERMAN JEFFREY EYDMANN  
ALDERMAN MICHAEL RANEY  
ALDERMAN JOE STEIGER  
ALDERMAN JOE PRINCE

\_\_ YES \_\_ NO \_\_ ABSENT

Approved As To Form:

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

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

SEAL

Reviewed by:

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

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

**AN ORDINANCE AMENDING SECTION 210.770 CEMETERY RULES OF THE STE. GENEVIEVE CODE OF ORDINANCES AS SET FORTH BELOW:**

**WHEREAS**, the City of Ste. Genevieve has a need to amend several sections of the Cemetery Ordinance regarding cremation and standard burials; and

**WHEREAS**, the Board of Aldermen believe it to be in best interest of the City to approve these amendments.

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

Section 1. Section 210.770 **1. Burial** is deleted in its entirety and replaced as follows:

1. Burial

- a. Only human remains may be interred in the cemetery.
- b. Burial of human remains must be in a concrete vault or equivalent.
- c. One standard grave (lot) shall consist of the following options: one standard burial, two cremated burials or one standard burial and one cremated burial.
- d. The grave for the burial of a single adult on a lot must be dug at least four and one half (4.5) feet deep. The cremated remains of a second individual may be buried above the original vault according to the rules for a cremated remains burial.
- e. The grave for a child must be dug at least three (3) feet deep.
- f. Cremated remains are to be placed in a City approved container and if buried the grave must be dug at least three (3) feet deep. Scattering of ashes in the cemetery is prohibited.
- g. In all interments, the top of the vault or container shall be at least twelve (12) inches from the surface of the ground.
- h. At the time of burial of a second person on a single lot, the party requesting the second burial must pay a ground disturbance fee at the rate published by the City prior to the interment.
- i. Disinterment for any reason including the burial of a second person's remains on a single lot according to the preceding burial rules without written permission from the City Clerk of the City of Ste. Genevieve is prohibited.
- j. Pauper Burial: If the estate of a person to be buried in the City Cemetery is unable to pay for the grave space and burial and shall satisfy the Mayor or City Administrator that the person is in fact unable to pay the same, the Mayor or City Administrator shall issue and order in writing, authorizing the burial of said corpse in the Cemetery at a place to be designated by the City Clerk. The City shall be the sole determiner regarding the method of burial.

Section 2. Section 201.770 **2. Monuments** subsection a. is deleted in its entirety and replaced as follows:

- a. Headstone monuments must be made of a permanent material and be placed by a professional monument company and cremation monuments purchased from a professional monument company are allowed. Headstone monuments may be flat, angled or upright. The company installing the monument must obtain approval from the City Clerk for the monument design and location prior to placing the monument.

Section 3. **EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its passage and approval.

Section 4. **REPEALER.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

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

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

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

**VOTE**

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

\_\_\_ **AYES** \_\_\_ **NAYS** \_\_\_ **ABSENT**

Approved as to form:

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Mayor, Brian Keim

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City Attorney, Mark Bishop

Attest:  
(seal)

Reviewed by:

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City Clerk, Pam Meyer

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City Administrator, Happy Welch

**BILL NO. 4619**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REVISED CO-OPERATIVE AGREEMENT WITH STE. GENEVIEVE COUNTY FOR THE COLLECTION OF CITY TAXES.**

**WHEREAS**, the City of Ste. Genevieve and Ste. Genevieve County entered into a co-op agreement in January, 2007 for the County to prepare and collect tax bills for the City of Ste. Genevieve; and

**WHEREAS**, the City and County wishes to update the agreement in the terms attached as Exhibit "A".

**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 enter into the attached co-operative agreement with Ste. Genevieve County "Exhibit A" and incorporated herein by reference and made part of this ordinance.

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

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

**Section Four. SEVERABILITY.** The invalidity of any section, sentence or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts.

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

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

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**PASSED AND APPROVED BY THE STE. GENEVIEVE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.**

**VOTE**

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

**\_\_\_ Yes \_\_\_ No \_\_\_ Absent**

Approved As To Form:

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

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

REVIEWED BY:

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

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

**COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF STE. GENEVIEVE, MISSOURI AND  
STE. GENEVIEVE COUNTY, MISSOURI  
FOR THE COLLECTION OF TAXES**

**THIS AGREEMENT**, is made and entered into on this 18<sup>th</sup> day of APRIL, 2024 by and between the City of Ste. Genevieve, Missouri, a municipal corporation, hereinafter referred to as the "City", and the Ste. Genevieve County Commission, County Clerk, County Collector, County Assessor, and County Treasurer of the County of Ste. Genevieve, herein referred to as "County".

**WITNESSETH**, That in the spirit of cooperation and where permitted by law under Section 70.220, Section 140.670 to 140.750 with said parties are authorized to enter into this agreement pursuant to Sec. 50.332 RSMo, the "County" hereby agrees to maintain on its data system, and to assess, extend and collect for the **City of Ste. Genevieve** real and personal property taxes and any delinquent taxes beginning with the term of this agreement upon the following 'Terms and Conditions', which the respective parties covenant and agree to perform.

1. That the COUNTY covenants and agrees:
  - a. That the County Assessor will assess all real and personal property within the CITY in compliance with Missouri law.
  - b. That the County Clerk will certify and provide tax rate to the State Auditor for all real and personal property within the CITY.
  - c. That the County Commission will maintain and permit the use of its computer terminal facilities, and its office and staff facilities in the development, mailing and collection of city tax assessments and notices to all applicable residents of the City of Ste. Genevieve, Missouri.
  - d. That the County Collector will provide to the CITY a copy of the original tax list at the same time and in the same manner as those tax reports are generated for real and personal property taxes for the County, and said list shall include all taxpayers, assessments, and other pertinent information necessary to the tax billing for the CITY.
  - e. That the County Collector is to provide the CITY, within a reasonable time after the termination of the tax period ending on December 31<sup>st</sup> each year, a final tax list for the current year to include all taxpayers, assessments, delinquencies, and other pertinent information for the proper accounting of the system.
  - f. That the County Collector will develop and mail tax statements to all applicable residents of the CITY, COUNTY and CITY taxes will be combined on one statement.
  - g. That the County Collector will provide to the CITY a delinquent tax list, if requested.



- h. That the County Collector will provide the CITY a list of any abatements or additions to the tax rolls on a monthly basis, if requested.
  - i. That the County Collector will collect and forward to the County Treasurer on a monthly basis, taxes collected by the COUNTY and owed to the CITY denoting those on the list who paid delinquent taxes.
  - j. That the County Collector agrees to obtain and maintain throughout the term(s) of this Agreement any bond necessary to cover taxes, interest and penalties collected on behalf of the CITY, as provided by state law.
  - k. That the County Collector agrees to notify the CITY of any tax sales involving property located within the City.
  - l. That the County Treasurer disburses said money, as provided by law, with a full accounting of such to the CITY.
  - m. That the County Commission, County Clerk, County Collector, County Assessor, and County Treasurer receive no compensation for this duty.
2. The City of **STE. GENEVIEVE** covenants and agrees Pursuant to duly enacted Ordinance Number \_\_\_\_\_ attached hereto and incorporated by reference, authorizing the execution of this Agreement on behalf of CITY:
- a. To compensate the COUNTY for the use of Ste. Genevieve County's employees and equipment in the collection of City taxes, there will be paid into the General Revenue fund an amount of three percent (3%) of the current taxes collected by the COUNTY.
  - b. Pursuant to Sections 137.082 and 137.720 RSMo, the County shall be entitled to withhold the required fees (currently 1.7%) for the Ste. Genevieve County Assessment Fund to be withheld from the current and delinquent tax collected.
  - c. Pursuant to Section 52.290 RSMo, the Collector shall collect, on behalf of the County, a fee of nine percent (9%) for the collection of delinquent and back taxes, to be added to the face of the tax bill and collected from the party paying the tax. Five-ninths (5/9) of the fees collected shall be paid to the County Employees' Retirement Fund (CERF), two-ninths (2/9) of the fees shall be paid to Ste. Genevieve County and two-ninths (2/9) of the fees shall be paid to the Tax Maintenance Fund of the County as required by section 52.312.
  - d. To enforce collection of delinquent taxes in accordance with applicable law by conducting tax sales, either separately or in conjunction with the County.
  - e. To make every effort to provide accurate information to the COUNTY to be used in collecting these taxes.
  - f. To turn tax levies in to the COUNTY by the statutory date required, currently being September 1 of each year.
3. Funds shall be withheld by the County Collector from the Collections of taxes of the **CITY OF STE. GENEVIEVE** on a monthly basis and turned over to the County Treasurer who will remit to General Revenue, Tax Maintenance Fund and Assessment Fund as provided by the agreement.

4. The parties hereto mutually agree that this agreement will be automatically renewed on April \_\_\_\_\_, 2024, and will continue to renew on the first day of April of each subsequent year, unless either party serves written notice to termination, no less than 90 days prior to the renewal date.
5. Nothing in this Agreement shall be construed to obligate the County or the County Collector for the collection of any City special tax bills, PACE (Property Assessed Clean Energy) loans, or any nuisance, mowing, or clean-up tax bills or fines that the city has assessed against any real estate parcels or any personal property. The City shall continue to assess fines or tax bill properties in the same manner as it has done in the past and said special tax bills shall serve as a lien on property, if filed in the Ste. Genevieve County Recorder's Office, payable to the City at such time as the property is sold. In the event that the City desires to force the sale of any real estate or personal property to provide for the payment of a special tax bill, then it shall be the responsibility of the City to complete that process.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

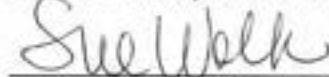
IN WITNESS WHEREOF, THE CITY OF STE. GENEVIEVE, COUNTY COMMISSION, COUNTY CLERK, COUNTY COLLECTOR, COUNTY ASSESSOR, AND COUNTY TREASURER HAVE EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

**For the City of Ste. Genevieve, Missouri**

\_\_\_\_\_  
City Administrator-Happy Welch

\_\_\_\_\_  
City Mayor – Brian Keim

**For the County of Ste. Genevieve, Missouri**



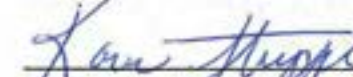
\_\_\_\_\_  
Sue Wolk – County Clerk



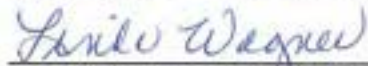
\_\_\_\_\_  
Randy Ruzicka – Presiding Commissioner



\_\_\_\_\_  
Lisa Marschel – County Collector



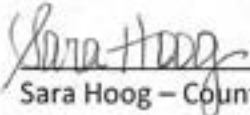
\_\_\_\_\_  
Karen Stuppy – District No. 1 Commissioner



\_\_\_\_\_  
Linda Wagner – County Assessor



\_\_\_\_\_  
Mark Marberry – District No. 2 Commissioner



\_\_\_\_\_  
Sara Hoog – County Treasurer

**ATTEST:**



\_\_\_\_\_  
County Clerk

Ste. Genevieve County, Missouri

\_\_\_\_\_  
City Clerk

City of Ste. Genevieve, Missouri