

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – JUNE 13, 2024
CITY HALL - 165 S. FOURTH STREET
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLIGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

Kara Burt – Ste. Genevieve Oktoberfest update

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- David Bova - Assistant City Administrator
- Aaron Smith – Tourism Director
- Kenny Steiger – Fire Chief

PUBLIC COMMENTS. Please identify yourself for the record and please try and keep comments to 5 minutes. (The Board will not interact during public comments and will have staff investigate any city related issues brought forward and contact the individual later with a response.)

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – May 23, 2024
- Minutes – Board of Alderman – Work Session – May 23, 2024
- Approval of a Liquor License for Huasteca Potosina Mexican Restaurant, LLC., 634 Ste. Genevieve Drive
- Approval of a Liquor License for Brix Urban Winery and Market – 245 Merchant St.
- **STREET CLOSURE REQUEST** – Ste. Genevieve Oktoberfest is requesting street closures for the Oktoberfest celebration that will be held September 14 & 15, 2024. The requested closure is Merchant Street from Front to Dubourg from Friday, September 13 @ 7 p.m. to Sunday, September 15 @ 6 p.m. (Cross Streets will remain open)

- **RESOLUTION 2024 – 29.** A RESOLUTION APPROVING POST PURCHASE - THREE DUMP TRUCKS FROM PURPLE WAVE FOR ONE HUNDRED THREE THOUSAND NINE HUNDRED FIFTY DOLLARS. (\$103,950.00)
- **RESOLUTION 2024 – 30.** A RESOLUTION DECLARING MULTIPLE VEHICLES AND EQUIPMENT FROM THE PUBLIC WORKS DEPARTMENT BE DECLARED SURPLUS PROPERTY AND DISPOSED OF.

OLD BUSINESS.

NEW BUSINESS.

Approval of a quote from Bader Land Surveying to create the rural coverage map boundaries for the Ste. Genevieve Fire Department in an amount not to exceed eight thousand (\$8,000) dollars.

BILL NO. 4622. AN ORDINANCE AUTHORIZING APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF STE. GENEVIEVE AND SC ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ST. MARY’S ROAD SIDEWALK IMPROVEMENT PROJECT TAP-9900(096). **1st & 2nd READING.**

BILL NO. 4623. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KLUESNER CONSTRUCTION, INC. OF KELSO MISSOURI FOR THE “*MARQUETTE PARK TRAIL REHABILITATION PROJECT*” IN AN AMOUNT OF \$63,063.80. **1st & 2nd 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
June 10, 2024**



Community Development June 2024 Staff Report

5/4/24 – 6/9/24

Historic Preservation – Heritage Commission

- Meeting – 5/20 – 2 COAs approved by HC; 4 COAs & 2 Attestations approved administratively; 2 COAs denied by HC
- Next meeting – 6/17
- 2024 HP grant application(s) – mobile app walking tour – recommended for funding

Building Department / Code Enforcement

- Occupancy Permits / Inspections 44
- Building Permits Issued 7
- Demolition Permits 0
- Sign Permits 0
- Chicken Permits 0
- Special Use Permits 0
- Sidewalks – sidewalk violation letters mailed out 5/24; 16 total properties

Comprehensive Plan Update

- Steering Committee
 - Board rep is Alderman Raney
 - Funnel public input through Comm Dev Dept, committee, or RPC
- Current stage of process is Final Draft
- 1st Draft of Final Plan to Steering Committee this month
- Final Draft to P & Z in July

Planning & Zoning

- No Meeting in June
- Next meeting – TBD (regularly scheduled mtg falls on 7/4)
- July meeting to include Comprehensive Plan

City / County Info

- Assistance with Tourism / EcDev 2024 – Provided 5k in '23, discussion of poss. adding lodging tax to 2024 ballot / discussion of forming a CVB type organization with County & Chamber
- Progress Parkway property – county provided assistance to IDC for infrastructure
- FLAP Grant (N 4th Street) – remains on track for 2025
- 911 Tax – Board formed (includes City officer) – payments from City & Amb. Dist. to continue until new infrastructure installed and paid; potentially 4 – 5 years (2027-28)
- EV Charging – County is not assisting

- Improvements to Ferry Landing – USCOE will not require permits and have given permission to move forward; plans have been forwarded to Union Pacific & MLC for review; MLC has responded they have no issue with the project; still awaiting UP

Board of Adjustment

- Nothing new to report

Floodplain Management

- Current long range forecasts are <50% chance of Minor Flooding in Jun-Jul-Aug
- Current river stage (6/10) is 24.8'; expected to fall to 22' next week.
- Currently Abnormally Dry; state extended Drought Alert thru 9/1/24
- Ferry currently operating

Property Maintenance

- Nuisance Property Issues 5
- Vegetation Nuisance Issues 2
- Code Violation Issues 2
- Sidewalk Issues 1
- 58 S Main – owner has contracted and presented paid contract on 5/13
- 42 S Main – tax sale to be held 8/26; continuing to have vegetation issues

Training 2024

- NAPC Webinar – Assessing & Rehabilitating Structures – completed 1/8
- MML Webinar – AI's Impact on Local Government – completed 1/29
- MDNR Webinar – Paul Bruhn Revitalization Grant Program – completed 2/1
- NPS Webinar – Use of Substitute Materials on Historic Buildings – attended 2/22
- Gordian Webinar – Adopting AI; Innovation in Gov't – attended 3/8

Tourism Report

Objective Overview

Taking action.

Date	June 10, 2024
Visit Widget	<p>Fixing traffic flow...</p> <ul style="list-style-type: none"> ○ Realized ad dollars are not as effective because of website ○ ads drive people to website. website leads to frustration ○ information is hard to update, no clear way to book a stay ○ Website should promote ad to booking conversion ○ Ad sends you to website, website directs you to things to do ○ Makes effectiveness easy to track <hr/> <p>Enter VisitWidget...</p> <ul style="list-style-type: none"> ○ Money already in the budget ○ Makes it easy to interact with all our community assets ○ Makes it easy for audience to interact with what we offer ○ Makes it easy to book a stay and fill up multiple days ○ Gives us a personalized app that can be shared with friends ○ Provides add-ons that are appealing to our history offerings
Content Library	<p>Brought in McDaniels Media Team...</p> <ul style="list-style-type: none"> ○ Media Team came to help us rebuild our photo/video library ○ Interviewed multiple community members from different sectors ○ Photographed models in the shops and taking tours <p>Helps us put best foot forward...</p> <ul style="list-style-type: none"> ○ Want people to see themselves here/relate to the people here ○ Product is vastly better than what we have ○ Adds romanticism
Horizons Grant	<p>French Heritage Festival was this weekend.</p> <p>Pros:</p> <ul style="list-style-type: none"> ○ Used grant money to run Trolley all day, hire a horse and buggy for rides, and brought in many acts to walk the streets and interact ○ The Queen was a hit and brought an entourage from Kirkwood ○ Hannah amassed a number of young people to dress up as well ○ Used grant money to hire videographer that will help us promote ○ Definitely a festival that embodies Ste. Genevieve. I see the pulse. ○ Easy to get grants to help because of cultural significance <p>Cons:</p> <ul style="list-style-type: none"> ○ Poorly attended ○ Feels stale ○ Needs to be reimaged

Upcoming Events

Promenade Des Arts

Honey Festival









Jour de Fete

PROMENADE DES ARTS
2024
STE. GENEVIEVE, MO

JOSEPH
P. VORST

MAKING
OF
AN
AMERICAN
SCENE
PAINTER

6 / 1 4 - 6 / 3 0







HONEY
FESTIVAL + MARKET
HISTORIC DOWNTOWN
STE. GENEVIEVE

Honey Bee Education
Food + Market Vendors
Honey + Mead Tastings
Costumes + Kid's Activities
Free Family Fun!

Get ready for the sweetest event of the year! **Harold's Famous Bee Co.** proudly presents our **4th Annual Honey Festival + Market**, inviting nature lovers to immerse themselves in a day of education, shopping, food, music and fun!

Beekeeping Homesteading Sustainability




Saturday
June 29th



10am to
4pm



Featuring Special Guest,
Creek Stewart: Author
and Television Host on
The Weather Channel
(SOS: How to Survive)



www.haroldsfamous.com



Buzzing Traditions. Blooming Wisdom.



Ste. Genevieve Fire Department

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

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

Monthly Operations Report

Date: **May 2024**

Calls for Assistance:

- SGFD responded to **26** emergency calls in **May**.
- The total for this year is **120** calls, up **25** calls from last year.

Staffing:

- SGFD roster is down **5**. **Roster currently at 24 of 29**.
- Volunteers are still needed to form an applicant list, contact any SGFD firefighter if interested
- Have a new volunteer application in hand and working on background and reference checks. Past everything, waiting for him to move to Ste Gen.
- **Lost a senior firefighter. Moved to Festus.**

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

- **Monthly Training was in SCBA donning, doffing, inspections and emergency operations.**
- **Preplan Training Lutheran Church.**
- **Fire hose demo and training**

Meetings Attended

Bi County Chiefs Meeting – **Attended**
City Council Meeting x2 – **Attended**
Ozark Fire Assoc. Meeting – **Attended**
Dept Head Meeting - **Attended**

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

- **Nothing to report**

Apparatus & Equipment Maintenance:

- **Starting into our annual testing of airpacks, pumps and ladders.**

Fire Radio

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

Grants

DPS

2023 DPS Grant

Received notification that the grant program will open soon. I intend to apply again to try to get some of our handheld radios upgraded. This will be a no matching funds grant, the same as the last 2 DPS grants. Grant has been submitted for approximately \$72,000.

Grant has been approved. **Radios on order anticipate delivery end of the month or first part of next month.**

2024 DPS Grant

Have started the application for no match required grant for truck intercom systems. This is the same grant that we received all of the radio upgrades from. Application is due June 14th.

ARP Grant

2023

All ordered equipment is in service, and invoices have been turned over to Sue. Working on the closeout process.

2024

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

County Firefighters Assn.:

- Working on funding a Propane Truck Emergencies Class for the spring. Date Set for June 1st at our station **Hosted the class well attended**

Misc.

PR – Valle Transportation Fair 2 trucks and 6 personnel

First Baptist Church Summer Camp – Wet down the kids 1 truck 2 personnel

KnoxBox Program

Boxes Approved, shipped and Waiting for installs

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

Mid State Wood Products for Trautman Building

Approved purchase for new SGPS Early Childhood Center

Installed

Waiting to install keys on Plaza Chiropractic Building on Pointe Basse

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – MAY 23, 2024**

CALL TO ORDER. Mayor Brian Keim called the regular 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 Eric Bennett	Alderman Bob Donovan
Alderman Patrick Fahey	Alderman Joe Steiger
Alderman Joe Prince	Alderman Mike Raney
Alderwoman Amie Dobbs	

Absent: Alderman Jeff Eydmann

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

ELECTION OF PRESIDENT OF THE BOARD OF ALDERMEN. At this time Mayor Keim opened nominations for President of the Board. The nominations were as follows: Alderman Steiger nominated Alderman Raney, Alderman Raney nominated Alderman Donovan and Alderwoman Dobbs nominated Alderman Steiger. Therefore with no further nominations a roll call vote by Mayor Keim showed two votes for both Alderman Raney and Alderman Donovan and three votes for Alderman Steiger. Mayor Keim declared Alderman Steiger as the President of the Board of Alderman.

PRESENTATION/AWARDS. None.

PERSONAL APPEARANCE. None.

CITY ADMINISTRATORS REPORT. (See Attached Report)

STAFF REPORTS.

Jasen Crump – Police Chief (See Attached Report)

Steve Wilson – Alliance Water (See Attached Report)

PUBLIC COMMENTS. None.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – May 9, 2024
- Minutes – Board of Alderman – Work Session – May 9, 2024
- Treasurer’s Report – April 2024
- **STREET CLOSURE REQUEST** - Foundation for Restoration is requesting street closures for the French Heritage Festival June 8, 2024.
- **RESOLUTION 2024-28. A RESOLUTION APPOINTING THOMAS HOOPER TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.**

A motion by Alderman Bennett, second by Alderman Donovan to approve the consent agenda. Motion carried 7-0-1 with Alderman Eydmann absent.

Alderman Steiger asked the procedure on what items are placed under the consent agenda. He would like to have the appointing resolutions done individually so that the individuals that are volunteering can get some recognition for serving on these committees and boards. After some discussion it was decided to list these appointments under new business on future agendas.

OLD BUSINESS.

BILL NO. 4620. AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR DAN CARVER THAT WILL ALLOW THE OPERATION OF A FINANCIAL SERVICES OFFICE AT 658 ROZIER STREET. 2nd READING. A motion by Alderman Steiger, second by Alderman Prince, Bill No. 4620 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderwoman Amie Dobbs, Alderman Patrick Fahey, Alderman Bob Donovan, Alderman Joe Steiger, Alderman Eric Bennett, Alderman Joe Prince and Alderman Mike Raney. Nays: None. Absent: Alderman Jeff Eydmann. Motion carried 7-0-1. Thereupon Bill No. 4620 was declared Ordinance No. 4541 signed by the Mayor and attested by the City Clerk.

BILL NO. 4621. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION COST SHARING WITH STE. GENEVIEVE R-II SCHOOL DISTRICT FOR WATER MAIN IMPROVEMENTS ON MAPLE DRIVE FROM 9TH STREET TO VIRGINIA STREET. 2nd READING. A motion by Alderman Bennett, second by Alderman Donovan, Bill No. 4621 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderwoman Amie Dobbs, Alderman Patrick Fahey, Alderman Bob Donovan, Alderman Joe Steiger, Alderman Eric Bennett, Alderman Joe Prince and Alderman Mike Raney. Nays: None. Absent: Alderman Jeff Eydmann. Motion carried 7-0-1. Thereupon Bill No. 4621 was declared Ordinance No. 4542 signed by the Mayor and attested by the City Clerk.

NEW BUSINESS.

Approval of the annual liquor license renewals. A motion by Alderman Steiger, second by Alderman Prince to approve the annual liquor license renewals as attached as exhibit "A". Motion carried 7-0-1 with Alderman Eydmann absent.

OTHER BUSINESS. Alderman Steiger inquired about how soon the City will be getting informational facts out to the public about the Bond Issue. Happy said he is currently working on something and will have it to them soon.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. None.

ADJOURNMENT. With no further business Mayor Keim adjourned the meeting. 6:43 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

2024 LIQUOR LICENSE RENEWALS

El San Felipe Mexican Grill
21454 Hwy 32

The Anvil Saloon
46 S. Third Street

Old Brick Restaurant
90 S. Third Street

Café Genevieve
950 Ste. Gen. Drive

The Orris/Sirros
265 Merchant Street

PJ's at the Mall
100 Front Street

The Point
797 Ste. Gen. Drive

El Potosino
634 Ste. Gen. Drive

Dannie's Sports Tavern
299 Merchant Street

American Custard Company
1055 Progress Parkway

Country Mart
180 & 130 Plaza Drive

Oliver's
109 N. Main Street

Oberle Meats
21529 State Hwy 32

Casey's General Store
21998 State Hwy 32

Rhodes 101 Stops
598 Ste. Gen. Drive

C-Barn
599 Ste. Gen. Drive

Week's Diner
675 Ste. Gen. Drive

Save-A-Lot
11306 Save-A-Lot Drive

Ste. Genevieve Parish
20 Fourth Street

Audubon's Grill & Bar
9 N. Main Street

Dollar General
21840 State Hwy 32

Harold's Famous Bee Company
234 Market Street

Pat's Pastries
123 Merchant Street Suite A

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
MAY 23, 2024**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Keim at 6:44 p.m. with the following members present:

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

ABSENT: Alderman Jeff Eydmann

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

BUSINESS ITEMS.

- **Fire District Fund Expenditure.** Attorney Mark Bishop explained that city funding can be used for survey work to create a recordable coverage map of the area that the Fire Department currently covers by mutual agreement.
- **Cochran – Northwest Stormwater Detention.** Cochran brought a plan for a detention basin in the northwest corner of Ste. Genevieve to try and reduce the inflow of water running to the S. Gabouri Creek past Market to South Gabouri Street as part of a stormwater study of the City. After consideration the Board asked them to increase the size of the basin to act as more of a regional detention basin with other groups able to utilize it. Cochran presented the new drawings of the enlarged area along with costs. After discussion the Board would like to have a meeting with Mississippi Lime Company to discuss further options and considerations.
- **Maple Street Extension – Concrete Alternative.** At a previous meeting Alderman Steiger asked if the Maple Street Extension on the North Side of the Early Childhood Education building could be changed from asphalt/concrete curbs to all concrete to become more cost efficient for future expansion. The additional amount to be considered is \$64,000. A voice vote showed four in favor and three against. (Alderman Donovan, Alderman Prince & Alderman Fahey casting the no votes) (Eydmann - Absent) This approval will be brought before the board to consider at a future Board of Aldermen meeting.
- **False Fire Alarm Policy.** Chief Steiger wanted to discuss how current City code now requires that after three false alarm fire department call outs that are not actual fires that the company responsible for the call out will be assessed with the cost going up for each successive trip made

by emergency personnel in a calendar year. Chief Steiger is recommending changing some language in the current ordinance so it is easier to understand.

ANY OTHER BUSINESS. Alderman Steiger recommended that with the existence of the Downtown TIF that the City be more diligent on getting the word out to individuals/business that it exists.

ADJOURNMENT. With no further business Mayor Keim adjourned the work session at 7:52 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk



CITY OF STE. GENEVIEVE LIQUOR LICENSE APPLICATION

DATE OF APPLICATION: 5/31/2024

Type of License Requested: (please check appropriate box):

General License

- | | |
|--|-----------|
| <input checked="" type="checkbox"/> Intoxicating Liquor by the Drink (all kinds) | \$ 250.00 |
| <input type="checkbox"/> Malt Liquor/Light Wines by the Drink | \$ 75.00 |
| <input type="checkbox"/> Malt Liquor Original Package | \$ 75.00 |
| <input type="checkbox"/> Intoxicating Liquor (all kinds) Original Package | \$ 100.00 |
| <input type="checkbox"/> Consumption on Premises "Set-Up" places | \$ 90.00 |

Additional Fees

- | | |
|--|-----------|
| <input type="checkbox"/> Microbrewery | \$ 375.00 |
| <input type="checkbox"/> Manufacturing not in excess of 22% of alcohol by weight | \$ 300.00 |
| <input type="checkbox"/> Manufacturing, distilling, or blending of intoxicating liquors | \$ 675.00 |
| <input type="checkbox"/> Sale of malt liquor or intoxicating liquor by wholesaler to
duly licensed retailer | \$ 375.00 |

Sunday Sales

- | | |
|---|-----------|
| <input type="checkbox"/> Original Package | \$ 150.00 |
| <input checked="" type="checkbox"/> Restaurant/Bars | \$ 150.00 |
| <input type="checkbox"/> Amusement Places | \$ 150.00 |

Name and address of business: Huasteca Potosina Mexican Restaurant LLC
634 Sainte Genevieve Drive Ste. Genevieve MO 63670

Name of Managing Officer and home address: Jose Gilberto Velasquez Chavez
1130 Hemlock Cir Fort Pierce FL 34947

Phone: 772-672-2450 Date of Birth: [REDACTED] Driver's License Number: [REDACTED]

A. INDIVIDUAL

1. Name Jose Gilberto Velasquez Chavez
2. E-Mail Address: Jose.gilberto.c.soo@gmail.com
3. Phone Number 772-672-2450 (772-672-2450)
4. Driver's License Number [REDACTED]
5. Present home address 1130 hemlock cir Fl.
6. Number of years at above address 3 years
7. Date of birth [REDACTED]
8. Are you a citizen of the United States of America? YES NO
9. Have you ever been convicted of a felony? YES NO If yes, for each instance please explain fully (attach additional sheets if necessary)
10. Are you an assessed tax paying citizen of Ste. Genevieve, Missouri?
 YES NO
11. Have you been the holder of a license to manufacture or sell intoxicating liquor or beer which has been revoked or suspended? YES NO If yes, please attach additional sheet(s) and explain fully.
12. Have you been convicted for a violation of the provisions of any law in any state applicable to the manufacture, distribution, sale, and/or possession of intoxicating or non-intoxicating liquor? YES NO If yes, please attach additional sheet(s) and explain fully.
13. Have you been convicted for a violation of the provisions of any law in any state applicable to the distribution, sale, and/or possession of any controlled substance(s) or dangerous drug(s)? YES NO If yes please attach additional sheet(s) and explain fully.

B. PARTNERSHIP (LLC) CORPORATION

1. Name of Company: Huasteca Potosina LLC
2. Date of formation: February 16, 2024
3. State of formation: Missouri
4. Registered agent: John R. Ashcroft
5. Registered address: 600 W Main St, Jefferson City MO 65102

6. Names, addresses, and positions of all officers and directors (attach additional sheets if necessary):

<u>Jose Gilberto Velasquez Chavez</u>	<u>1130 Hemlock cir Fl</u>	<u>Owner</u>
Name	Address	Position
Name	Address	Position
Name	Address	Position

7. Please provide the names and addresses of all partners/shareholders/stockholders (attach additional sheets if necessary):

1130 Humlock Cir
Jose Gilberto Velasquez Chavez / Fort Pierce, FL President/owner
 Name Address Position

 Name Address Position

 Name Address Position

8. Does any other person or company have any financial interest in this company?
 YES NO If yes, please state names, address, and nature of interest.
 (attach additional sheets if necessary): _____

9. Does this company have any financial interest in any other company? YES NO
 If yes, please state name, address, and nature of interest (attach additional sheets if necessary): _____

10. Has the corporation been the holder of a license to manufacture or sell intoxicating liquor or beer which has been revoked? YES NO If yes, please explain (attach sheets as necessary): _____

11. For each individual identified in numbers 6, 7, and 8 above, please answer all of the questions in Subsection B on additional sheets and attach to this application.

The applicant has read this application and fully understands, that said license will be subject to all of the ordinances of the City of Ste. Genevieve pertaining to the operation of said business and agrees that he/she will abide by all lawful ordinances, regulations, and rules adopted by the City of Ste. Genevieve relating to the conduct of said business, that he/she is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true. It is understood and agreed that the license when and if issued shall be subject to revocation for cause by the Board of Aldermen and when and if lawfully revoked the City shall in no event return any part of the license fee paid for such license and such license fee shall be forfeited to the City.

[Signature]
 Signature of Applicant

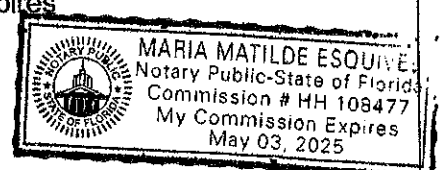
[Signature]
 Signature of Owner

Comes now Jose Gilberto Velasquez Chavez the applicant of lawful age, being first duly sworn under oath, and states that he/she has read the foregoing application and fully understands the same, and that the answers and statements given are true and correct. Applicant agrees to comply with the provisions of the Codified Ordinances of the City of Ste. Genevieve, Missouri relating to the sale and distribution of intoxicating liquor and non-intoxicating.

Subscribed and sworn to before me, this 24th day of May

[Signature]
 Notary Public

05/03/2025
 My Commission Expires





CITY OF STE. GENEVIEVE LIQUOR LICENSE APPLICATION

DATE OF APPLICATION: 6-3-2024

Type of License Requested: (please check appropriate box):

General License

- | | | |
|-------------------------------------|--|-----------|
| <input type="checkbox"/> | Intoxicating Liquor by the Drink (all kinds) | \$ 250.00 |
| <input checked="" type="checkbox"/> | Malt Liquor/Light Wines by the Drink | \$ 75.00 |
| <input type="checkbox"/> | Malt Liquor Original Package | \$ 75.00 |
| <input type="checkbox"/> | Intoxicating Liquor (all kinds) Original Package | \$ 100.00 |
| <input type="checkbox"/> | Consumption on Premises "Set-Up" places | \$ 90.00 |

Additional Fees

- | | | |
|-------------------------------------|---|-----------|
| <input type="checkbox"/> | Microbrewery | \$ 375.00 |
| <input checked="" type="checkbox"/> | Manufacturing not in excess of 22% of alcohol by weight | \$ 300.00 |
| <input type="checkbox"/> | Manufacturing, distilling, or blending of intoxicating liquors | \$ 675.00 |
| <input type="checkbox"/> | Sale of malt liquor or intoxicating liquor by wholesaler to
duly licensed retailer | \$ 375.00 |

Sunday Sales

- | | | |
|-------------------------------------|------------------|-----------|
| <input type="checkbox"/> | Original Package | \$ 150.00 |
| <input checked="" type="checkbox"/> | Restaurant/Bars | \$ 150.00 |
| <input type="checkbox"/> | Amusement Places | \$ 150.00 |

Name and address of business: Brix Urban Winery and Market
245 Merchant street Ste. Genevieve MO 63670

Name of Managing Officer and home address: Kenneth Schaaf 685 Jefferson
Street Ste. Genevieve MO 63670

Phone: 832-4542753 Date of Birth: [REDACTED] Driver's License Number: [REDACTED]

A. INDIVIDUAL

1. Name Kenneth Schauf
2. E-Mail Address: Schauf Brothers LLC@gmail.com
3. Phone Number 832-454-2753
4. Driver's License Number [REDACTED]
5. Present home address 685 Jefferson St Ste. Genevieve MO 63670
6. Number of years at above address 2 yrs
7. Date of birth [REDACTED]
8. Are you a citizen of the United States of America? YES NO
9. Have you ever been convicted of a felony? YES NO If yes, for each instance please explain fully (attach additional sheets if necessary)
10. Are you an assessed tax paying citizen of Ste. Genevieve, Missouri?
 YES NO
11. Have you been the holder of a license to manufacture or sell intoxicating liquor or beer which has been revoked or suspended? YES NO If yes, please attach additional sheet(s) and explain fully. _____
12. Have you been convicted for a violation of the provisions of any law in any state applicable to the manufacture, distribution, sale, and/or possession of intoxicating or non-intoxicating liquor? YES NO If yes, please attach additional sheet(s) and explain fully. _____
13. Have you been convicted for a violation of the provisions of any law in any state applicable to the distribution, sale, and/or possession of any controlled substance(s) or dangerous drug(s)? YES NO If yes please attach additional sheet(s) and explain fully. _____

B. PARTNERSHIP/LLC/CORPORATION

1. Name of Company: Brix Urban Winery and Market
2. Date of formation: _____
3. State of formation: Missouri
4. Registered agent: _____
5. Registered address: _____
6. Names, addresses, and positions of all officers and directors (attach additional sheets if necessary):

<u>Kenneth Schauf</u>	<u>685 Jefferson St</u>	<u>owner</u>
Name	Address	Position
Name	Address	Position
Name	Address	Position

7. Please provide the names and addresses of all partners/shareholders/stockholders (attach additional sheets if necessary):

Name	Address	Position

8. Does any other person or company have any financial interest in this company?
 YES NO If yes, please state names, address, and nature of interest.
 (attach additional sheets if necessary): _____

9. Does this company have any financial interest in any other company? YES NO
 If yes, please state name, address, and nature of interest (attach additional sheets if necessary): _____


10. Has the corporation been the holder of a license to manufacture or sell intoxicating liquor or beer which has been revoked? YES NO If yes, please explain (attach sheets as necessary): _____

11. For each individual identified in numbers 6, 7, and 8 above, please answer all of the questions in Subsection B on additional sheets and attach to this application.

The applicant has read this application and fully understands, that said license will be subject to all of the ordinances of the City of Ste. Genevieve pertaining to the operation of said business and agrees that he/she will abide by all lawful ordinances, regulations, and rules adopted by the City of Ste. Genevieve relating to the conduct of said business, that he/she is in all respect qualified in law to receive such license, and that the answers and statements set out in the above application are true. It is understood and agreed that the license when and if issued shall be subject to revocation for cause by the Board of Aldermen and when and if lawfully revoked the City shall in no event return any part of the license fee paid for such license and such license fee shall be forfeited to the City.




 Signature of Applicant



 Signature of Owner

Comes now Kenneth Schaaf, the applicant of lawful age, being first duly sworn under oath, and states that he/she has read the foregoing application and fully understands the same, and that the answers and statements given are true and correct. Applicant agrees to comply with the provisions of the Codified Ordinances of the City of Ste. Genevieve, Missouri relating to the sale and distribution of intoxicating liquor and non-intoxicating.

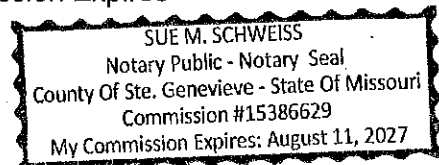
Subscribed and sworn to before me, this 3rd day of June, 2024.



 Notary Public

8-11-2027

 My Commission Expires





Street Closure Request

Date 5/16/24

Name Kara Burt Organization Ste. Genevieve Oktoberfest

Address PO BOX 188 City Ste. Genevieve State MO Zip 63670

Phone Number and/or email information 573-631-2856 sgoktoberfest@gmail.com

Reason for closure: Oktoberfest celebration and to keep vehicle traffic to a minimum where major foot traffic will be.

Street(s) to be closed: Merchant St From Front Street to Dubourg Street.

Date of event for closure: 7pm Friday, September 13 - 6pm Sunday, September 15. To ensure safe set up of tents, dumpsters, and vendors with minimal risk of damage from vehicles driving through. Cross Streets could remain open.

Time(s) for closure: See above

Office Use Only

Council Approval Yes ___ No ___ Date _____

Police Dept. Approval Yes ___ No ___ Date _____

Public Works Approval Yes ___ No ___ Date _____

Special Conditions _____

RESOLUTION 2024 - 29

A RESOLUTION APPROVING POST PURCHASE - THREE DUMP TRUCKS FROM PURPLE WAVE FOR ONE HUNDRED THREE THOUSAND NINE HUNDRED FIFTY DOLLARS. (\$103,950.00)

WHEREAS, the City of Ste. Genevieve Public Works Department (“City”) has identified a need to purchase dump trucks to replace the current aging fleet; and

WHEREAS, after budgeting \$105,000 for a single new dump truck in the FY2024 budget, the cost of a new dump truck had doubled in price; and

WHEREAS, the City utilizes Purple Wave to sell its surplus vehicles at auction and has found it a beneficial arrangement and decided to explore the used dump trucks available on the service; and

WHEREAS, the purchase price for all three dump trucks are within the amount authorized by the Ste. Genevieve Board of Aldermen at the May 9, 2024 and May 23, 2024 Board of Aldermen meetings; and

WHEREAS, the purchase includes a 2015 International 7400 Dump truck in the amount of \$43,450 (approved at the 5/14/2024 BOA Meeting) and two 2013 International 7400 SBA Dump Trucks in the amount of \$60,500 (approved at the 5/28/2024 BOA Meeting); and

WHEREAS, the expenditures for the three dump trucks falls within the budget amount that was approved for a new dump truck in FY2024 budget; and

WHEREAS, the Board of Aldermen believe this equipment purchase is necessary for Alliance Water Resources to properly perform city services and believe it to be in the best interest of the City.

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

SECTION 1. The total purchase of three dump trucks (one 2015 International 7400 Dump Truck, and two 2013 International 7400 SBA Dump Trucks) from Purple Wave is hereby accepted by the Ste. Genevieve Board of Aldermen at a total cost of one hundred three thousand nine hundred and fifty dollars (\$103,950.00).

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 13th DAY OF JUNE 2024.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

—

Pam Meyer, City Clerk

Happy Welch, City Administrator

RESOLUTION 2024 - 30

A RESOLUTION DECLARING MULTIPLE VEHICLES AND EQUIPMENT FROM THE PUBLIC WORKS DEPARTMENT BE DECLARED SURPLUS PROPERTY AND DISPOSED OF

WHEREAS, Alliance Water Resources recently compiled a list of equipment and vehicles that are no longer being utilized and requesting the equipment and vehicles be declared surplus from the City of Ste. Genevieve Public Works Dept.

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

SECTION 1: The Board of Aldermen hereby authorizes the equipment and vehicle list attached as Exhibit "A" be declared surplus property and that the City Administrator or his designee is hereby authorized and directed for the proper disposal of the items on the list.

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE THIS 13th DAY OF JUNE, 2024.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Surplus Vehicle and Equipment List

6/10/2024

Year	Make	Model	VIN #	Miles/hours	Engine	Type	Description
2005	Ford	F250, 4x4	1FTN21515EC74649	93,438 miles	5.4 liter	Truck	Runs, motor is bad
2003	Freightliner		1FVABTAKX3HK38139			Truck	
2005	Freightliner		1FVACX515HN67204			Truck	
2006	Freightliner		1FVACXCS16HV76891			Truck	
1991	Homemade	16ft Utility	LCAU5041627FH008813	unknown		Trailer	w/ramps
1998	Homemade	10ft Utility	4YSUS1012WS003499	unknown		Trailer	Bent tongue
	John Deere	301A		4807hrs		Tractor	w/sickle
	John Deere	1600 Turbo Series II	*TC1600TO60497*	2349hrs		mower	Wide area mower
	John Deere	997 Z Trac	*DM997SC023244*	2568hrs	yanmar	mower	
2019	Hustler	ZeroTurn	938258u5	unknown		mower	
2017	Bonnell	Salt Spreader				Spreader	Stainless, Hydraulic
2017	Bonnell	Salt Spreader				Spreader	Stainless, Hydraulic
2017	Western	Snow plow				Plow	10ft

Staff Report

June 13, 2024

To: Board of Aldermen
From: Happy Welch
Re: Fire Coverage Area Survey



Issue:

Discussion at the last work session centered on whether the city could approve paying a surveyor to create a recordable coverage map of the area the Ste. Genevieve Fire Department covers by mutual agreement currently.

The city attorney agreed the city could expend funds from the Rural Fire fund to pay for this expenditure.

I contacted 3 surveyors and received one quote:
Bader Land Surveying

Recommendation:

Approve the quote from Bader Land Surveying to create the map boundaries at a cost up to \$8,000 out of the Rural Fire fund.

Happy Welch

Subject: FW: Survey Cost Quote

From: baderls@brick.net <baderls@brick.net>

Sent: Monday, June 3, 2024 6:23 AM

To: Happy Welch <hwelch@stegenevieve.gov>

Subject: RE: Survey Cost Quote

Good Day

After our conversation, I reviewed the project and estimate the cost for the drawing and description to be \$7000 to \$8000.

If you have any questions, let me know

Thanks

Gerald Bader, PLS2544

Ste. Genevieve County Surveyor

Bader Land Surveying

16255 Sugar Bottom Road

Ste. Genevieve, MO 63670

573-483-2777

Staff Report

June 13, 2024

To: Board of Aldermen
From: Happy Welch
Re: Cochran Engineering Extension



Issue:

Due to delays getting approvals for the historic research for the St. Mary's Road sidewalk project completed and the need to work on temporary construction easements next, an extension was requested from MoDOT for the project to extend into 2025 requiring a contract extension agreement.

Recommendation:

Approve the extension.

BILL NO. 4622

ORDINANCE NO.

AN ORDINANCE AUTHORIZING APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF STE. GENEVIEVE AND SC ENGINEERING, LLC DBA COCHRAN FOR PROFESSIONAL ENGINEERING SERVICES FOR THE ST. MARY'S ROAD SIDEWALK IMPROVEMENT PROJECT TAP-9900(096).

WHEREAS, the City of Ste. Genevieve entered into a contract for professional engineering services with Cochran Engineering for the St. Mary's Road Sidewalk Improvement project TAP-9900(096) dated March 16, 2023; and

WHEREAS, Supplemental Agreement No. 1 is needed to provide a time extension from December 1, 2023 to June 1, 2025; and

WHEREAS, the time extension is requested in order to complete the RER process and acquire temporary construction easements on 6 properties due to delays because a portion of the sidewalk is located in an historical district that has lengthened the environmental approval process.

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

SECTION 1. The Board of Aldermen hereby authorize and direct the City Administrator to execute and deliver the attached Supplemental Agreement No. 1 on behalf of the City with Cochran Engineering of Farmington, Missouri; the proposal hereby accepted and approved in substantially the form of Exhibit "A" attached hereto.

SECTION 2. The portions of this ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

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

	VOTE
Alderwoman Amie Dobbs	_____
Alderman Patrick Fahey	_____
Alderman Bob Donovan	_____
Alderman Eric Bennett	_____
Alderman Jeff Eydmann	_____
Alderman Mike Raney	_____
Alderman Joe Steiger	_____
Alderman Joe Prince	_____

___ Ayes ___ Nays ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

**SUPPLEMENTAL AGREEMENT NO. 1
TO
PROFESSIONAL SERVICES CONTRACT**

May 30, 2024

This Supplemental Agreement is made part of a Contract dated March 16, 2023 between the **City of Ste. Genevieve**, and SC Engineering, LLC dba **Cochran** for professional engineering services for the St. Mary's Road Sidewalk Improvement project TAP-9900(096). The purpose for this Supplemental Agreement is to provide the following additional professional engineering services:

- **Time Extension**

Design Approval initially scheduled to be completed on December 1, 2023.
New Design Approval date to be June 1, 2025.

The time extension is requested in order to complete the RER process and acquire right-of-way on 6 properties (6 temporary construction easements) for this project. Being located in an historical district lengthened the environmental approval process.

The final request for right-of-way clearance will be submitted as soon as the acquisition is complete.

Final plans are near completion and will be submitted for approval once the R/W negotiations are substantially complete.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: City of Ste. Genevieve

ENGINEER: SC Engineering, LLC dba Cochran

BY: _____

BY: 

TITLE: City Administrator

TITLE: Director of Road & Bridge Design

DATE: _____

DATE: May 29, 2024

ATTEST:

BY: _____

BY: 

TITLE: _____

TITLE: Senior Project Manager

DATE: _____

DATE: May 29, 2024

Executed by the City on the ____ day of _____, 2024.

Staff Report

June 13, 2024

To: Board of Aldermen
From: Happy Welch
Re: Pere Marquette Trail Agreement



Issue:

We are looking to improve the existing asphalt trail at Pere Marquette Park with a 10 foot wide concrete trail from the big pavilion to the first small pavilion to the east 671 feet. Bids were advertised for the Recreational Trails Program (RTP) project as part of their matching grant program with funds from the Federal Highway Department. Alliance will be doing the demo work tearing out the existing asphalt and the contractor will be adjusting elevations and pouring concrete.

We approved Kluesner with the low bid and now the board needs to approve the agreement. Construction can start before the end of the month if two readings are done tonight.

Recommendation:

Approve Kluesner agreement at a cost of \$63,063.80 for the Pere Marquette Trail Rehabilitation Project.

BILL NO. 4623

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH KLUESNER CONSTRUCTION, INC. OF KELSO MISSOURI FOR THE “MARQUETTE PARK TRAIL REHABILITATION PROJECT” IN AN AMOUNT OF \$63,063.80.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the “MARQUETTE PARK TRAIL REHABILITATION PROJECT”; and

WHEREAS, the City advertised for bids in *The Herald* newspaper and received a total of four (4) proposals for the project; and

WHEREAS, the City accepted the low bid from Kluesner Construction, Inc. in the amount of \$63,063.80 at the Board of Aldermen Meeting held on March 14, 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 “A”) incorporated by reference in this Ordinance to execute the “Marquette Park Trail Rehabilitation 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 Kluesner Construction, Inc. of Kelso, Missouri, for the amount of **sixty-three thousand sixty-three dollars and eighty cents (\$63,063.80)** is hereby approved in substantially the form of Exhibit “B” attached hereto, to execute the “Marquette Park Trail Rehabilitation Project.”

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

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

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

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

VOTE

- ALDERWOMAN AMIE DOBBS
- 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

City of Ste. Genevieve

Marquette Park Trail Rehabilitation

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 19th day of March, 2024, by and between **City of Ste. Genevieve** (hereinafter called the "Owner") and **Kluesner Construction, Inc.**, a corporation with offices located at PO Box 95, Kelso, MO 63758, (hereinafter called the "Contractor").

The project is identified as Marquette Park Trail Rehabilitation, located in Ste. Genevieve, Missouri, Project No. 23-9542, (hereinafter called "Project")

The Engineer is Cochran, located at 530A East Independence Drive, Union, Missouri 63084 (hereinafter called the "Engineer").

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, Supplementary Conditions and other Conditions), State Wage Determination, Non-Collusion Affidavit, Performance and Payment Bond, Drawings, Specifications, 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 therefrom, 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.

Project Narrative: Pere Marquette Park is a 46-acre park that has 3/4 mile of trail starting on Main St./Little Rock Road and looping through the park connecting soccer fields, disc golf course, bathrooms, pavilions, and playground equipment. The park contains an existing loop trail that has degraded and is limited in width. The park Master Plan conceives of reconstructing this trail using a solid surface material (concrete) and expanding the width to 10 feet to accommodate walkers/runners side by side and allow bicyclists to use the path. This trail will be engineered and constructed to the required accessibility standards and will help connect future facilities like a new nature area, splash pad, picnic shelter, amphitheater and accessible bathrooms. The existing trail starts and ends on Main St./Little Rock

road with a potential trailhead planned for adjoining property owned by the County of Ste. Genevieve that would provide additional parking.

In 2020, the City of Ste. Genevieve in conjunction with the Parks Advisory Board completed a park use survey of citizens and park patrons. The master plan was then developed using feedback received from the survey which allowed the city to establish cost estimates for full development of the park and establish phases to establish a timeline for park improvements. Based on the results of the survey which stated that nearly 88% of park users participate in walking, hiking and/or running activities the City of Ste. Genevieve decided that trail improvements be included in phase 1. The section of the trail identified in this application will be the first of several phases of trail development for the park. It will connect and provide access to several existing park facilities including 2 park pavilions, a restroom, horseshoe pits, playground, picnic area, basketball court and a parking lot which can be improved to include a trail head. Renovating this section of trail will provide park patrons an example of the positive impact that future improvements can have on their park experience. This trail rehabilitation will start at the Big Pavilion, 800 Matthews Dr., Ste. Genevieve, MO 63670.

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 seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within 90 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 \$750.00 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 Sixty-Three Thousand, Sixty-Three Dollars and Eighty Cents (\$ 63,063.80), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V**Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, 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) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. 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 shall not 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

(i) 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 and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with 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:	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each accident

(d) Owner's Protective Bodily Injury (Separate Policy)

Including Death:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 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 to the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"City of Ste. Genevieve, the Engineer and their Officers 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."**

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) Supplementary or other Conditions of the Contract as follows:
Job Special Provisions
- (d) The Specifications dated: January 2024
- (e) The Drawings Identified as follows:
Marquette Park Trail Rehabilitation
- (f) Performance and Payment Bond
- (g) Construction Schedule
- (h) State Wage Determination
- (i) Non-Collusion Affidavit
- (j) Subcontractor Approval Form
- (k) Affidavit of Compliance Anti-Discrimination Against Israel Act
- (l) The Addenda, if any, are as follows:
- (m) Other documents, if any, forming part of the Contract Documents are as follows:
Bid Form Proposal
Project Manual

* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "sole owner, a partner, secretary, etc." should be struck out.

ARTICLE XI**Anti-Discrimination Against Israel Act**

In accordance with the provisions of Section 34.600 RSMo., the Contractor shall, upon execution of the Agreement, execute and deliver to the City an affidavit in the form titled Affidavit of Compliance Anti-Discrimination Against Israel Act attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Agreement void.

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

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

City of Ste. Genevieve
Owner

By _____

Print Name _____

(SEAL)

Attest: _____

Print Name _____

Date: _____

President
Title

By *[Signature]*
Kluesner Construction, Inc.

(SEAL)
Attest: *Jennifer Kluesner*

Date: *3/19/2024*

**NOTICE OF AWARD
FOR
CITY OF STE. GENEVIEVE
MARQUETTE PARK TRAIL REHABILITATION**

To: Kluesner Construction, Inc.
PO Box 95
Kelso, MO 63758

Project Description: The Scope of Work includes construction of a concrete trail including earthwork, subgrade preparation, aggregate base, concrete pavement, pavement striping and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated February 27, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$63,063.80.

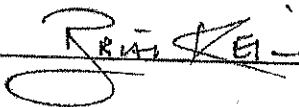
You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within five (5) working days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 14TH day of MARCH, 2024.

City of Ste. Genevieve
Owner

By: 

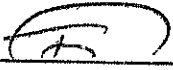
Title: Mayor

ACCEPTANCE OF AWARD

Receipt of this NOTICE OF AWARD is hereby acknowledged by

Kluesner Construction, Inc.

this 19th day of March, 2024.

By: 

Title: President



March 4, 2024

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

SENT VIA: Email
(hwelch@stegenevieve.org)

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

Dear Mr. Welch:

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

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

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

Sincerely,

Timothy J. Garbs, P.E.
Cochran

cc: Steve Wilson

