

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – APRIL 10, 2025
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLIGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- KENNY STEIGER - FIRE
- DAVID BOVA – COMMUNITY DEVELOPMENT
- AARON SMITH – TOURISM

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 – March 27, 2025.
- Minutes – Board of Aldermen – Work Session – March 27, 2025
- **RESOLUTION 2025 – 26.** A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH MCDANIELS MARKETING FOR THE FY 2026 ADVERTISING PLAN – MMG GRANT FOR THE CITY OF STE. GENEVIEVE.

- **RESOLUTION 2025 – 27.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH STEPHEN TUCKER TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2025 – 28.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH ERNIE & LISA KOVAC TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2025 – 29.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH MARK TRAUTWEIN TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2025 – 30.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH SCOTT BECKERMAN TO MAINTAIN FLOOD BUYOUT PROPERTY.

OLD BUSINESS.

BILL NO. 4664. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE MUNICIPAL BAND. **2nd READING.**

BILL NO. 4665. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES. **2nd READING.**

BILL NO. 4666. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION INSPECTION SERVICES CONTRACT WITH COCHRAN ENGINEERING FOR THE "9th STREET IMPROVEMENTS PROJECT." **2nd READING.**

BILL NO. 4667. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUPERIOR INDUSTRIAL COATINGS LLC D/B/A SIC CONCRETE FOR THE "CITY WIDE CONCRETE REPLACEMENT PROJECT" IN AN AMOUNT OF \$837,853.31. **2nd READING.**

BILL NO. 4668. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE "CITY WIDE ASPHALT REPLACEMENT PROJECT" IN AN AMOUNT OF \$3,195,814.99. **2nd READING.**

NEW BUSINESS.

BILL NO. 4669. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI ACCEPTING A PROPOSAL FROM METRO-AG, INC. AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE REMOVAL AND LAND UTILIZATION OF RESIDUALS FROM THE WASTEWATER TREATMENT PLANT. **1st READING.**

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION.

ADJOURNMENT.

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

Join us on the Zoom app at:

Meeting ID: 848 1121 1564 Passcode: 808225

Find the Zoom Link at: www.facebook.com/stegenevievecityhall/

And you can watch live on SGTV Spectrum Channel 991.

POSTED BY: Pam Meyer
April 7, 2025

CITY ADMINISTRATOR REPORT

April 10, 2025

1. Staff will be presenting information about their departments for the 2025 Chamber Leadership group on Wednesday, April 16. All department heads give a rundown of their department's responsibilities, projects, and anecdotes on small town city management.
2. Since sending out our flier and posting it on Facebook and other media advertising we have seen a 40% increase in signups on our Genasys Alert System. And the string of bad weather we have had in this part of eastern Missouri has also prompted more folks to sign up with over 200 ready to get alerts.
3. Apple and Android City App downloads have increased 100% since we sent out the flier. Apple has 70 downloads while Android sits at 30. We hope to see more as we continue to add content.
4. The Health Care Committee has their next meeting Monday, April 14, to review the 25% increase in health insurance rates that were brought to us by Sonus Benefits and work on a way to minimize the impact to the city and employees. Drug prices have risen and utilization has gone up with payouts exceeding premiums this past year. Anthem MEWA was the best of 6 companies they checked into for premiums.
5. We measured unofficially almost 7 inches of rain from Wednesday through Sunday noon with 4 inches on Friday night when the floodwaters crested the creeks. All roads were cleaned and open by Alliance by Sunday noon after a long Friday evening of road closures and assistance. A couple of houses on LaHaye were flooded while a few others around town experienced sewer main backup issues.

Ste. Genevieve Fire Department

Ken Stelger 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: **March 2025**

Calls for Assistance:

- **SGFD responded to 31 emergency calls in March.**
- **The total for this year is 69 calls, up 25 calls from last year.**
- **We had one 24 hour period where we ran 10 calls before, during, after the storms including 2 trucks and manpower to Perryville after the tornado.**

Staffing:

- **SGFD roster is down 3. Due to the fireman being volunteer, openings will occur.**
- **Volunteers are still needed to form an applicant list, contact any SGFD firefighter if interested**
- **New firefighter added last week.**

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

- **Monthly Training was Initial Scene Operations**
- **Preplan Training was Inline Chiropractic.**

Meetings Attended

Bi County Chiefs Meeting – Attended
City Council Meeting – Attended
Ozark Fire Assoc. Meeting – Attended
Ste Gen and Ste Gen County Fire District meetings – Attended
Ste Gen FD officers 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:

- **Nothing big to report – Normal Maintenance work**

Fire Radio

- **St Francis County 911 radio survey – Radio improvements project moving forward with 2025 anticipated completion.**

Grants

ARP Grant

2024

This is a 50% match which can be in the form of money or "in kind match". Will only require additional funding of approximately \$6,000.00 that would be available from the rural fire fund. **The hose (about half of what was ordered has arrived), delivery date for the rest in the next couple of weeks.**

Firehouse Subs Grant

In the process of gathering information to apply for Firehouse Subs Foundation grant. Started the process. Application opens January 9th. Will be applying for auto extrication equipment. Grant program closed in 24 hours of opening was not able to submit the request. Will attempt again in April. **Application Submitted**

County Firefighters Assn.:

- Setting a date for a Flammable Liquids class later this year.
- Setting a date for Fire Fighting Foam Class

Local & State Mutual Aid:

- Nothing to report

Misc.

Hosted a National Weather Service Storm Spotter Class in conjunction with Ste Genevieve County Emergency Preparedness well received.

Participated in the Library Touch A Truck Event

Participated in the Valle Transportation Fair

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

Ste Genevieve Early Childhood Center

Ste Genevieve Elementary School

Heavenly Hair

Corey – Main Street Park Building

Installed

Brix Winery



Community Development April 2025 Staff Report 3/11/25 – 4/7/25

Historic Preservation – Heritage Commission

- Met 3/17 – Issued 2 COAs, 4 Administrative COAs & 6 Attestations
- Next meeting – 4/21
- 2024 HP grant application – mobile app walking tour – recommended for funding

Building Department / Code Enforcement

- Occupancy Permits / Inspections 22
- Building Permits Issued 21 (16 roof permits)
- Demolition Permits 0
- Sign Permits 0
- Chicken Permits 1
- Special Use Permits 0
- Sidewalks – sidewalk review in Spring 2025
- Building Code – 2021 ICC codes adopted – new permit fees were eff. 4/1

Comprehensive Plan

- Comp plan committee met – met Mar. 12th
- Discussed proposed annexation plan, strategic goals update
- Tentative next meeting – May '25

Planning & Zoning

- No meeting in April
- Next scheduled meeting – 5/1
- Minor subdivision approved – 371 Jefferson

City / County Info

- Assistance with Tourism / EcDev – Provided 5k in '23 & '24, discussion of poss. adding lodging tax to 2024 ballot – ballot language not submitted – looking at April 2025 election / discussion of forming a CVB type organization with County & Chamber / County partnered with City for Parkland REDI membership for 2024/ statute must be passed to raise lodging tax – bill will be introduced in Mo. House in 2025 session/ Bill in committee – HB149 voted Do Pass out of committee on 4/2
- Progress Parkway property – county provided assistance to IDC for infrastructure
- FLAP Grant (N 4th Street bridge) – remains on track for 2025 / cost has risen to approximately 950k (originally 750k) now & county has asked for assistance from city / engineering currently occurring – tentative construction spring 2026
- TAP Grant (Hwy 61 sidewalk) – County app. approved – on track for 2026

- 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); City portion of dispatching services lowered in FY2025
- Improvements to Ferry Landing – USCOE will not require permits and have given permission to move forward; MLC has responded they have no issue with the project. UP has now given initial approval to move forward also. Drafting MOU for UP & MLC - UP has declined MOU and will draft their own. Potential buyer's offer was declined. UP has sent a lease application but no agreement on cost yet. Lease application submitted 3/3/25.

Board of Adjustment

- Nothing new to report

Floodplain Management

- Current long range forecasts show 59% chance of Minor Flooding in Apr-May-Jun.
- Current long range forecasts show 26% chance of Moderate Flooding in Apr-May-Jun.
- Current long range forecasts also show 16% chance of Major flooding in Apr-May-Jun.
- Current river stage (4/7) is 25.9'; expected to crest at 26.2' on Tue, April 8th.
- Ferry is currently operating Fri – Sun.

Property Maintenance

- Nuisance Property Issues 6
- Vegetation Nuisance Issues 1
- Code Violation Issues 2
- Sidewalk Issues 2
- 58 S Main – abatement work completed

Tourism Report

Aaron Smith | Apr 10, 2025



The News

Liver Dumplings Sign

- Application was approved
- Sign will go in planter outside Old Brick
- Will help make our streets more interactive as well as history

Rising Star Award

- I will receive the Missouri Division of Tourism's Rising Star Award at the annual Governor's Tourism Conference in October
- Not sure if anyone has won this award in their first year in a position
- Two representatives from the department came to the Brand Reveal back in February

- Great exposure for Ste. Gen. Great for momentum. Great for buy-in. All eyes on Ste. Gen.

Small Town Showcase

- Podcast has been recorded and is up on Spotify - search Ste. Genevieve
- The speakers did a great job of playing up the romanticism of the town, the strength of the community, and our potential position as the authority on French History in the US

Missouri Main Street Connection

- Carried out by TTC
- Very excited to work with us
- Community Empowerment Grant due April 18th - they will do their community visit on 21st

French Heritage Corridor Conference

- Held by the Chicago French Heritage Society April 23-26 at WashU
- Bob Mueller nominated me to participate in Panel discussion at WashU
- Friday 4/25 - bus will come down to Ste. Gen to tour houses - rolling out red carpet
- Saturday 4/26 - students from WashU will come down for a tour

Continuing Projects

- Mo Humanities Small Town Showcase Video
- Website Launch
- Missouri Main Street Connection
- Visit Widget Ste. Genevieve App
- French Heritage Festival

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – MARCH 27, 2025**

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

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

Mayor Brian Keim	
Alderman Patrick Fahey	Alderman Eric Bennett
Alderman Amie Dobbs	Alderman Jeff Eydmann
Alderman Joe Steiger	Alderman Miko Rancy

Absent: Alderman Bob Donovan Alderman Joe Prince

APPROVAL OF AGENDA. A motion by Alderman Bennett, second by Alderman Eydmann to approve the amended agenda as presented. Motion carried 6-0-2 with Alderman Prince and Alderman Donovan absent.

PRESENTATION/AWARDS. None.

PERSONAL APPEARANCE.

Jimmie Donze, Municipal Band President of the Ste. Genevieve Municipal Band was not able to be at the meeting. Mayor Keim asked if there were any questions regarding the report that was presented. With no questions Mayor Keim moved to the next item on the agenda.

Chip Marzucco presented information for the annual Spring for Down Syndrome Benefit to be held Saturday, June 14, 2025 and gave the board a brief updated on activities planned and answered any questions regarding the event.

CITY ADMINISTRATORS REPORT. (See attached report)

STAFF REPORTS.

RYAN POLLOCK – POLICE (See attached report)

ERICA BOGENPOHL – ALLIANCE WATER (See attached report)

PUBLIC COMMENTS. None.

CONSENT AGENDA.

- Treasurer's Report – February 2025
- Minutes – Board of Aldermen – Regular Meeting – March 13, 2025
- Minutes – Board of Aldermen – Work Session – March 13, 2025
- Minutes – Board of Aldermen – Work Session – CLOSED SESSION – March 13, 2025
- Street Closure Request – Robert Mueller with the Foundation for Restoration is requesting a street closure for Sunday, May 25, 2025 from 11:30 a.m. to 2:00 p.m. for Merchant Street west of Fourth to the Memorial Cemetery and Fifth Street at Market Street.
- **RESOLUTION 2025 – 23.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI APPROVING THE INTENT TO NEGOTIATE EQUIPMENT AND BUILDING USE IF THE STE. GENEVIEVE FIRE DISTRICT IS APPROVED BY VOTERS IN APRIL.
- **RESOLUTION 2025 – 24.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI APPROVING THE INTENT TO NEGOTIATE THE SALE OF 5 ACRES ALONG PROGRESS PARKWAY TO THE INDEPENDENCE CENTER.
- **RESOLUTION 2025 – 25.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH MARY JO HOLLAND TO MAINTAIN FLOOD BUYOUT PROPERTY.

A motion by Alderman Bennett, second by Alderman Raney to approve the consent agenda as presented. Motion carried 6-0-2 with Alderman Donovan and Alderman Prince absent.

OLD BUSINESS.

BILL NO. 4662. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES WITH TAYLOR ENGINEERING, LLC FOR THE CRESTLAWN CEMETERY EXPANSION DESIGN. 2ND READING. A motion by Alderman Steiger, second by Alderman Bennett, Bill No. 4662 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderman Joe Steiger, Alderman Mike Raney, Alderman Patrick Fahey, Alderwoman Amie Dobbs, Alderman Eric Bennett, and Alderman Jeff Eydmann. Nays: None. Absent: Alderman Bob Donovan and Alderman Joe Prince. Motion carried 6-0-2. Thereupon Bill No. 4662 was declared Ordinance No. 4584 signed by the Mayor and attested by the City Clerk.

NEW BUSINESS.

BILL NO. 4664. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE MUNICIPAL BAND. 1ST READING. A motion by Alderman Eydmann second by Alderman Steiger, Bill No. 4664 was placed on its first reading, read by title only, considered and passed by an 6-0-2 vote of the Board of Alderman with Alderman Prince and Alderman Donovan absent.

BILL NO. 4665. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES. 1st READING. A motion by Alderman Bennett second by Alderman Steiger, Bill No. 4665 was placed on its first reading, read by title only, considered and passed by an 6-0-2 vote of the Board of Alderman with Alderman Prince and Alderman Donovan absent.

BILL NO. 4666. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION INSPECTION SERVICES CONTRACT WITH COCHRAN ENGINEERING FOR THE "9th STREET IMPROVEMENTS PROJECT." 1st READING. A motion by Alderman Bennett second by Alderman Steiger, Bill No. 4666 was placed on its first reading, read by title only, considered and passed by an 6-0-2 vote of the Board of Alderman with Alderman Prince and Alderman Donovan absent.

BILL NO. 4667. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUPERIOR INDUSTRIAL COATINGS LLC D/B/A SIC CONCRETE FOR THE "CITY WIDE CONCRETE REPLACEMENT PROJECT" IN AN AMOUNT OF \$837,853.31. 1st READING. A motion by Alderman Bennett second by Alderman Steiger, Bill No. 4667 was placed on its first reading, read by title only, considered and passed by an 6-0-2 vote of the Board of Alderman with Alderman Prince and Alderman Donovan absent.

BILL NO. 4668. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE "CITY WIDE ASPHALT REPLACEMENT PROJECT" IN AN AMOUNT OF \$3,195,814.99. 1st READING. A motion by Alderman Eydmann, second by Alderman Steiger, Bill No. 4668 was placed on its first reading, read by title only, considered and passed by an 6-0-2 vote of the Board of Alderman with Alderman Prince and Alderman Donovan absent.

OTHER BUSINESS. None.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. None.

ADJOURNMENT. With no further business Mayor Keim adjourned the meeting at 6:26 p.m.

Respectfully submitted by,

**Pam Meyer
City Clerk**

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
MARCH 27, 2025**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Brian Keim at 6:27 p.m. with the following members present:

Mayor Brian Keim
Alderman Mike Rancy
Alderman Jeff Fydman
Alderwoman Amie Dobbs

Alderman Patrick Fahey
Alderman Joe Prince
Alderman Eric Bennett

Absent: Alderman Joe Prince
Alderman Bob Donovan

APPROVAL OF AGENDA. A motion by Alderman Bennett, second by Alderman Rancy to approve the work session agenda. Motion carried 6-0-2 with Alderman Donovan and Alderman Prince absent.

BUSINESS ITEMS.

- **ENTERPRISE FLEET MANAGEMENT – VEHICLE PURCHASES.** Ryan Owens with Fleet Management was present to discuss the possibility of partnering with Enterprise Fleet Management to purchase, upfit, and finance new vehicle purchases, specifically for the Police Department. Mr. Owens went over the benefits of working directly with Enterprise with one of the main ones being that they work directly with the State Cooperative purchasing program. The Board was in favor of moving forward to see what savings Enterprise can provide for the City.
- **5th STREET SPEED HUMPS.** Discussion occurred to see how the Board wants to proceed regarding the complaint on the morning school traffic speeding on Fifth Street. Happy presented information on "Speed Humps" for the Board to review. After discussion the Board decided for staff to try and see if they can obtain signage or traffic counters to actually see how much traffic is actually traveling this street.
- **ANNEXATION PLAN.** In December, at the request of the Board of Aldermen a Board annexation committee was established. The committee recommended forming an annexation plan for the city and getting public input from the Comp Plan committee. Goals were established and both committees agreed that the City should move forward with expanding its corporate limits. Staff drafted the Annexation Plan and the committee's are recommending that the Board of Aldermen adopt the proposed annexation plan. After discussion from the Board the plan will be brought back for formal adoption at a future meeting.

- ♦ **PUBLIC WORKS PAY ESTIMATE-IN HOUSE EMPLOYMENT.** The discussion to bring public works back under the management of the City has been brought up. City Administrator Welch put together a spreadsheet to kind of give the Board an idea when it came to paying out salaries based on the salary study that was completed in 2022.

ANY OTHER BUSINESS. Alderman Fahey would like for the City to have a "City of Ste. Genevieve Mayoral Merit Award" to be presented to someone nominated that goes above and beyond making an extra effort. The recommendation could be reviewed by a committee and then the Mayor would present it at a Board Meeting. All thought that this was a great idea.

ADJOURNMENT. With no further business Mayor Keim adjourned the work session at 7:20 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

RESOLUTION 2025-26

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AGREEMENT WITH MCDANIELS MARKETING FOR THE FY 2026 ADVERTISING PLAN –
MMG GRANT FOR THE CITY OF STE. GENEVIEVE.**

WHEREAS, the City of Ste. Genevieve ("City") approved a 5 year marketing plan developed by McDaniels Marketing ("McDaniels") to market for tourism purposes the historic and unique qualities of Ste. Genevieve; and

WHEREAS, the Tourism Department has reviewed the FY26 Advertising Plan submitted by McDaniels Marketing; and

WHEREAS, the plan meets the previously approved expenditures for marketing and includes using state matching marketing funds; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to accept the agreement and proposal (Exhibit A) attached hereto and made part of this ordinance.

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

SECTION 1. The Ste. Genevieve Board of Aldermen approve the city administrator entering into the attached advertising plan (Exhibit "A") in an amount not to exceed \$60,000.00.

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 10th DAY OF APRIL, 2025.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



Primary Goal: Increase lodging and sales tax revenue in Ste. Genevieve, MO.

Objectives:

- Build the number of overnight visitors and general interest in the destination primarily through the leisure tourism market.
- Encourage people to move to Ste. Genevieve to increase residential growth.
- Market potential investment opportunities that can improve the overall tourism product and tax base for the city.

Strategy: We have developed a focused digital and print advertising strategy that reaches the demographic and geographic markets specified in the marketing plan along with a few new market segments based on your community's strengths. All ads will be updated with the new brand once it is launched this spring.

Target Demographics:

- Primary Age 25-54; plus retirees
- History enthusiasts
- Nature/outdoor lovers & hikers
- Art and crafts aficionados
- Cultural Tourists
- Wine connoisseurs
- Wellness and relaxation seekers
- Antique and vintage collectors
- Family oriented travelers

Geo Targets:

- Quincy/Hannibal, MO
- Chicago, IL
- Dallas, TX
- Nashville, TN
- Tulsa, OK
- Omaha, NE
- Springfield, IL
- Champaign/Urbana, IL
- Peoria/Bloomington, IL
- Kansas City, MO



FY26 Advertising Plan: MMG Grant

FY26 Print and Native Digital Media Plan (based on MMG approved media outlets)

Missouri Life

Missouri Life is a travel and lifestyle magazine devoted to enhancing your enjoyment and experiences of living in or traveling within or to the state. We are recommending three (3) half-page insertions throughout the year in the most relevant issues possible.

Midwest Living

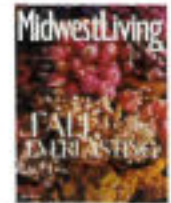
Midwest Living is a magazine that covers the American Midwest's food, travel, home, and garden topics. It's published quarterly by Dotdash Meredith. This magazine is the one of the top lead generators for tourism organizations in the United States and reaches a very valuable female traveler demographic.

Kansas City Magazine

Kansas City Magazine highlights the vibrant culture, innovative spirit, and dynamic communities of Kansas City. By showcasing the best local artists, events, and culinary scene, it brings together residents and visitors in a shared appreciation for what makes the city truly special. We recommend placing (3) half-page print ads in seasonal issues like Fall Travel, Winter Escapes, Summer Travel.

Kentucky Monthly

Kentucky Monthly celebrates the people, places, events and culture of the Commonwealth. By highlighting the best Kentucky has to offer, it unites Kentuckians everywhere and creates a sense of pride and community. We recommend placing two (2) half-page print ads in important issues like the Bourbon Issue in September and the Kentucky Derby issue in April.



Total Media Buy \$19,900 Note: Includes agency placement fees.

PRINT	Ad Title	Ad Size	Editorial/Show Focus	Materials Deadline	Publication Date	Gross Rate	# of Runs	Total Gross Investment
Kentucky Monthly		Half Page Horizontal 6.875" x 4.8"	Annual Bourbon Issue Springtime in KY (Bonus distribution at Kentucky Derby Festival)	8/1/25 3/1/26	September 2025 April 2026	\$2,300.00	2	\$4,600.00
Kansas City Mag		Half Page Horizontal 7.125" x 4.75"	Fall travel/ Winter Escapes Summer Travel	8/1/25 10/15/25 4/1/26	September 2025 December 2025 June 2026	\$1,350.00	3	\$4,050.00
Midwest Living		Quarter Page 3.4" x 4.6"	Missouri! Co-op Section	3/5/26	Summer 2026	\$5,850.00	1	\$5,850.00
Missouri Life		Half Page Horizontal 7.8" x 4.8"	Antique Towns Guide Small Town Holiday Fun Road Cycling	7/15/25 9/1/25 2/1/26	September 2025 Nov/Dec 2025 March/April 2026	\$1,800.00	3	\$5,400.00
Net/Gross Media Buy								\$19,900.00



Facebook & Instagram Feed Advertising

Facebook now has about 2.8 billion active users and is the most engaged social network. One of the best things about Facebook is its unbeatable potential for exposure and the fact that it is underpriced attention. When used consistently and strategically, it will noticeably increase your interactivity with potential new visitors. Now is the time to tap into this population.



Why Advertise on Facebook?

Facebook ads are an ideal cost-effective way to connect with your most relevant audience. Targeted by interests, location, and behaviors, these ads are ideal for promoting parts of your destination you want to showcase. These ads show up on Facebook's News Feed, Instagram Feed, Facebook Marketplace, Facebook Video Feeds, Facebook Right Column, Instagram Explore, Messenger Inbox, Stories, Facebook Search Results, and Facebook Instant Articles.

Facebook Campaign Timeline & Budget:

6-months: October–December 2025 & April–June 2026

Monthly Budget: \$3,333 (Includes agency commission)

Estimated over 9,350 clicks and over 1,100,000 Impressions per month!

FY25 Meta Feed Ads:



Google Ads

Google Pay-Per-Click advertising is embedded into our everyday digital lives. It allows you to get in front of your ideal visitor in a hyper targeted and cost-effective way. Instead of paying for a potential visitor to see your advertisement, you only pay when that individual takes action by clicking on your ad to learn more.



Google Responsive Display Ads

Also known as "image ads", display ads are ads that appear on websites your target audience visits within the Google Display Network. With the Display Network, you can use targeting to show your ads in particular **places** (like on historic destination websites or apps used by travelers), to specific **audiences** (like culturally invested travelers and wine-lovers), in relevant **locations**, and more. If you have ever seen an ad on your favorite news site or in your Gmail account, and wondered how it got there, now you know. With responsive ads, Google allows you to upload a logo and multiple short headlines, long headlines, and descriptions, which are then pieced together to best fit each instance of that ad appearing.

Potential Ad Topics

- Nature and outdoor activities
- History
- Family values and lifestyle
- Culinary and shopping experiences
- Wineries
- Business opportunities
- Events

Google Display Campaign Timeline & Budget:

6-months: October–December 2025 & April–June 2026

Monthly Click Budget: \$3,350 (includes agency commission)

Estimated 2,200 Clicks and nearly 500,000 Impressions per month!

FY25 Google Display Ads: (for reference only)





FY26 Advertising Plan: MMG Grant

MMG Grant Line Items:

Print Advertising	\$19,900
Google Display Ads	\$20,100 (6 months)
Facebook/Instagram Feed Ads	\$20,000 (6 months)

Grand Total: \$60,000

\$30,000 invested by Ste Genevieve, Missouri and \$30,000 invested by MDT.

APPROVAL _____ DATE _____

NOTE: Each activity is limited to a set number of hours. All final artwork, copy and images will be wholly owned by the City of Ste. Genevieve, MO. Quote valid for 60 days. E.W. McDaniels, Inc. (dba McDaniels Marketing) reserves the right to submit a new estimate for any change in specifications. All customer alterations will be charged additional time and material. Does not include applicable taxes, shipping and costs associated with client changes made after final layout/copy approval. 60 days of notice is required for cancellation of this contract. All time and cost to date will be invoiced upon cancellation. By signing this document, persons whose signatures appear attest that the terms set forth in this agreement have been read and understood completely and that they agree to the terms and conditions of this proposal. E.W. McDaniels, Inc. 11 Olt Ave, Pekin, IL 61554

RESOLUTION 2025 - 27

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

WHEREAS, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Stephen Tucker, 456 Laporte Street for Flood Buyout Property located at 199 & 140 Ziegler Street for the purpose of maintenance and upkeep.

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

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

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 10th DAY OF APRIL, 2025.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Property Maintenance Agreement

This Agreement is entered into by and between the City of Ste. Genevieve, a municipal corporation (the "City"), and Stephen Tucker, a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, located at 199 & 140 Ziegler Street, City of Ste. Genevieve, Ste. Genevieve, Missouri ("Property"). (Attachment "A")

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

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

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

3. **Term of Agreement:** The term of this agreement shall be for one (1) year and shall automatically renew each year up to five (5) consecutive years unless terminated by either party, by giving notice to the other party by April 1st of any calendar year. The City reserves the right to terminate this Agreement for any reason upon thirty (30) days' written notice being provided to Caretaker.

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

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

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

6. **Notices:** In the event any notices are to be given to City, they should be mailed by United States mail, postage prepaid, and shall be addressed to: City Clerk, City of Ste. Genevieve, 165 South 4th Street, Ste. Genevieve, Missouri 63670. In the event any notices are to be given to Caretaker, they should be mailed by United States mail, postage prepaid, and shall be addressed to: **456 LaPorte Street, Ste. Genevieve, Missouri 63670.** For the purposes hereof, the date of mailing shall be deemed to the date notice is given.

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

CITY OF STE. GENEVIEVE

By: _____
Brian Keim, Mayor

By: Stephen P. Tucker Jr.
Caretaker

Date: _____

Date: 4-1-28

ATTEST:

By: _____
Pam Meyer, City Clerk

"Exhibit 1"

Hi my name is Jessica Tucker.
I want to lease 140¹⁹⁹ Ziegler street.
I will maintain the grass and I want
to put some trees and plants over
there and maybe a garden. I wanted
to make my father in laws house look
nice. Thank You.

Stephen & Jessica Tucker

RESOLUTION 2025 - 28

A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH ERNIE & LISA KOVAC TO MAINTAIN FLOOD BUYOUT PROPERTY.

WHEREAS, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Ernie & Lisa Kovac, 401 Roberts Street for Flood Buyout Property located at 501 & 503 N. Main Street for the purpose of maintenance and upkeep.

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

SECTION ONE: The Mayor of the City of Ste. Genevieve, Missouri is hereby authorized and directed by the Board of Aldermen to execute and enter into the property maintenance agreement with Ernie & Lisa Kovac in substantially the form attached as "Exhibit A" and incorporated herein by reference.

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 10th DAY OF APRIL, 2025.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Property Maintenance Agreement

This Agreement is entered into by and between the City of Ste. Genevieve, a municipal corporation (the "City"), and Ernie Kovac, a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, located at 501 & 503 N. Main Street, City of Ste. Genevieve, Ste. Genevieve, Missouri ("Property"). (Attachment "A")

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

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

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

3. **Term of Agreement:** The term of this agreement shall be for one (1) year and shall automatically renew each year up to five (5) consecutive years unless terminated by either party, by giving notice to the other party by April 1st of any calendar year. The City reserves the right to terminate this Agreement for any reason upon thirty (30) days' written notice being provided to Caretaker.

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

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

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

6. **Notices:** In the event any notices are to be given to City, they should be mailed by United States mail, postage prepaid, and shall be addressed to: City Clerk, City of Ste. Genevieve, 165 South 4th Street, Ste. Genevieve, Missouri 63670. In the event any notices are to be given to Caretaker, they should be mailed by United States mail, postage prepaid, and shall be addressed to: **401 Roberts Street, Ste. Genevieve, Missouri 63670.** For the purposes hereof, the date of mailing shall be deemed to the date notice is given.

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

CITY OF STE. GENEVIEVE

By: _____
Mayor, Brian Keim

By: 
Caretaker

Date: _____

Date: 4-2-25
4-2-25

ATTEST:

By: _____
Pam Meyer, City Clerk

WE PLAN ON USING THE LOTS FOR FAMILY GATHERINGS, GARDENING & FLOWERS.

Lisa Kovac

4-2-25

Art Kovac

4-2-25

RESOLUTION 2025 - 29

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

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

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

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

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 10th DAY OF APRIL, 2025.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Property Maintenance Agreement

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

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

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

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

3. **Term of Agreement:** The term of this agreement shall be for one (1) year and shall automatically renew each year up to five (5) consecutive years unless terminated by either party, by giving notice to the other party by April 1st of any calendar year. The City reserves the right to terminate this Agreement for any reason upon thirty (30) days' written notice being provided to Caretaker.

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

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

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

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

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

CITY OF STE. GENEVIEVE

By: _____
Brian Keim, Mayor

Date: _____

ATTEST:

By: _____
Pam Meyer, City Clerk

By: 
Caretaker

Date: 04-02-2025

RESOLUTION 2025 - 30

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

WHEREAS, the City of Ste. Genevieve, Missouri wishes to enter into a Property Maintenance Agreement with Scott Beckermann, 501 N. Third Street for Flood Buyout Property located at 620 N. Fourth Street for the purpose of maintenance and upkeep.

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

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

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 10TH DAY OF APRIL, 2025.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Property Maintenance Agreement

This Agreement is entered into by and between the City of Ste. Genevieve, a municipal corporation (the "City"), and **SCOTT BECKERMANN**, a resident of the City of Ste. Genevieve ("Caretaker"), for the maintenance and upkeep of municipal properties owned by the City, located at **620 N. FOURTH STREET**, City of Ste. Genevieve, Ste. Genevieve, Missouri ("Property"). (Attachment "A")

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

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

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

3. **Term of Agreement:** The term of this agreement shall be for one (1) year and shall automatically renew each year up to five (5) consecutive years unless terminated by either party, by giving notice to the other party by April 1st of any calendar year. The City reserves the right to terminate this Agreement for any reason upon thirty (30) days' written notice being provided to Caretaker.

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

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

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

6. Notices: In the event any notices are to be given to City, they should be mailed by United States mail, postage prepaid, and shall be addressed to: City Clerk, City of Ste. Genevieve, 165 South 4th Street, Ste. Genevieve, Missouri 63670. In the event any notices are to be given to Caretaker, they should be mailed by United States mail, postage prepaid, and shall be addressed to: **501 N. Third Street, Ste. Genevieve, Missouri 63670.** For the purposes hereof, the date of mailing shall be deemed to the date notice is given.

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

CITY OF STE. GENEVIEVE

By: _____
Mayor, Brian Keim

By: _____
Caretaker

Date: _____

Date: _____

ATTEST:

By: _____
Pam Meyer, City Clerk

BILL NO. 4664

ORDINANCE NO.

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

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

WHEREAS, the Mayor and Board of Aldermen recognize the value of these past efforts of the Municipal Band and desire to hire a municipal band for the FY 2025 Band Services paid for by a dedicated tax; and

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

WHEREAS, the proposed agreement was reviewed and negotiated by the City and the President of the Band, and the City Budget for FY 2025 Line Item 25-25-7060 contains appropriate resources to carry out the goals of the proposed Agreement; and

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

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

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

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

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

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

DATE OF FIRST READING: March 27, 2025

DATE OF SECOND READING: _____

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

VOTE

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

_____ Yes _____ No _____ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator

AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 2025 is made between the City of Ste. Genevieve, Missouri, hereafter "City" and the Ste. Genevieve Municipal Band, hereafter "Band".

WITNESSETH:

- A. The Ste. Genevieve Municipal Band has operated the City Municipal Band services for years providing the public with Municipal Band services for the enjoyment of the general public and the citizens of Ste. Genevieve and the Band has offered their services to perform a series of concerts for the public benefit.
- B. The Mayor and the Board of Aldermen recognize the value of these past efforts of the Municipal Band and desire to hire a municipal band to provide Band services.
- C. Due to the success of the Municipal Band over the past many years, the City and the Band hereby wish to continue the joint effort to fund the operation of the Band and provide a written statement of those covenants pursuant to the terms of this agreement.

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

1. MUNICIPAL BAND HIRED

The City hereby retains the services of the Ste. Genevieve Municipal Band as its municipal band for the term of this Agreement.

2. RESPONSIBILITIES OF THE BAND

- A. The Band shall continue to provide municipal band services to the City and County residents. Details are listed in this agreement.
- B. **CONCERTS:** The Band will perform a total of ten (10) summer concerts during the term of this agreement. Additionally, the German Band Section of the Band shall perform two (2) concerts during the Jour de Fete Celebration of the second weekend of August. Such performances shall be held outdoors, weather permitting, in a location reasonably convenient to the public.
- C. **OTHER PERFORMANCES.** The Band shall perform concerts for the benefit of the general public during the Memorial Day services and shall perform an

annual Holiday Season Concert during the month of December. The Band and/or its designee shall perform at civic events when requested by the officials of the organizations involved.

- D. INSTRUMENTS, SUPPLIES, ETC. The Band will provide all instruments, equipment, tools, sheet music, lubricants, reeds and other related items necessary to perform this contract. The City shall not be held liable for any damages or repairs to such instruments, equipment, tools, sheet music or related items used in the performance of this agreement.
- E. The Band shall maintain all perils insurance coverage in the amount of \$1,000,000 and annually provide the City Clerk with a Certificate of Insurance with the listed as an additional insured. When using privately owned property for concerts, the Band shall provide a Certificate of Insurance to the property owner(s) prior to using the property.
- F. ANNUAL REPORT TO THE BOARD OF ALDERMEN. The Band shall submit an annual report to the Ste. Genevieve Board of Aldermen on or before March 1 each year while this agreement is in effect. The report shall include as a minimum, an itemized listing of all expenditures made in the performance of this Agreement; a roster of names and addresses; a listing of the dates of all concerts performed under the provisions of this agreement and an itemized inventory of all instruments, equipment, new music and any other personal property.

3. CITY RESPONSIBILITIES.

- A. In exchange for the successful operation of the Band, the City will pay to the Ste. Genevieve Municipal Band the appropriations determined on an annual basis by the Board of Alderman to fund the services provided by the Band and the City will also appropriate an additional amount for the Ste. Genevieve Municipal Band Grant Program.
- B. The City will provide other assistance to the Band which may include but is not limited to allowing the use of City facilities as requested by the Band and other assistance as may be necessary during the year for the performance of the services of the Band.

4. STATUS OF THE STE. GENEVIEVE MUNICIPAL BAND.

Municipal Band and their agents and employees are independent contractors and are not employees of the City of Ste. Genevieve nor is the Band or its agents or employees entitled to any City benefits.

5. TERM OF AGREEMENT.

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

6. ANNUAL APPROPRIATION.

The renewal of this agreement shall be conditioned upon the annual appropriation of funds from the City of Ste. Genevieve to pay for the Band services.

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

CITY OF STE. GENEVIEVE

STE. GENEVIEVE MUNICIPAL BAND

Brian Keim , Mayor

James Donze, President

ATTEST:

Pam Meyer, City Clerk

Approved as to form:

Mark Bishop, City Attorney

BILL NO. 4665

ORDINANCE NO.

AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES.

WHEREAS, Section 67.040 RSMo provides that after any political subdivision has approved the budget for any year and has approved or adopted the orders, motions, resolutions, or ordinances required to authorize the expenditures proposed in the budget, the political subdivision shall not increase the total amount authorized for expenditure from any fund, unless the governing body adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion, resolution or ordinance to authorize the revenues and expenditures; and

WHEREAS, due to unforeseen increases and decreases in anticipated revenues and expenditures in the Fiscal Year 2025 Budget which was adopted before October 1, 2024, the City of Ste. Genevieve has a need to amend the Fiscal Year 2025 Budget to acknowledge those additional revenues and expenditures as included with the attached exhibit.

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 approves the Budget Amendments to the Fiscal Year 2025 City Budget pursuant to Exhibit "A" attached hereto and made part of this ordinance.

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

DATE OF FIRST READING: March 27, 2025

DATE OF SECOND READING: _____

**PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE.
GENEVIEVE, MISSOURI THIS ____ DAY OF _____, 2025 BY A
ROLL CALL VOTE AS FOLLOWS:**

VOTE

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

____ 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

"Exhibit A"

Account Name	Account Number	Fund	FY 2025	FY 2025
			Adopted Budget	Proposed Budget Amendment
Wayfinding Grant	10-04-4425	General Fund - Welcome Center	\$ -	\$ 7,000
Wayfinding Grant	10-18-7174	General Fund - Welcome Center	\$ -	\$ 7,000
Infrastructure	20-20-8000	Park Fund	\$ 42,000	\$ 80,000
Cost of Issuance	21-21-8517	Transportation Fund	\$ -	\$ 45,876
Administrative Fees	21-21-8517	Transportation Fund	\$ -	\$ 825.00
Grant Revenue	21-04-4430	Transportation Fund	\$ 1,000,000	\$ -
Grant Funds	21-21-8216	Transportation Fund	\$ 1,220,000	\$ 220,000



Architecture
Civil Engineering
Land Surveying
Site Development

1163 Maple Street
Farmington, MO 63640
Telephone: 573-315-4810

E-Mail: ajones@cochrancng.com

March 25, 2025

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

RE: Proposal – Construction Inspection for 9th Street Improvements

Dear Mr. Welch:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional construction inspection services for the above referenced project.

SCOPE OF SERVICES:

1. Cochran's MoDOT Certified Construction Inspectors will perform observation/inspection duties on 9th Street Improvements. Tasks will include the following activities:
 - a) Daily on-site construction observation/inspection.
 - b) Maintain daily log books.
 - c) Maintain daily quantity books.
 - d) Perform and file reports for all field and laboratory material testing required.
 - e) Contractor coordination
 - f) Final walk thru, punch list resolution, and closeout documentation

FEE:

1. The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of \$20,700.00. This fee is based on the following: 90 days on the contract, daily inspection average of 4 hours/day, and MoDOT Certified Inspector rate @ \$57.50/hour.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.

3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

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

Sincerely,

Acceptance:
City of Ste Genevieve



Adam P. Jones,
Regional Manager

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal") the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions"). If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client - even if not known by Client.

Initials. _____

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.

BILL NO. 4666

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION
INSPECTION SERVICES CONTRACT WITH COCHRAN ENGINEERING FOR THE
"9th STREET IMPROVEMENTS PROJECT"**

WHEREAS, Cochran Engineering ("Cochran") has submitted the attached construction inspection services contract (Exhibit A) to provide professional services for the "9th Street Improvements Project"; and

WHEREAS, the project entails new concrete curbing, mill and asphalt pavement, and new stormwater piping; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to accept the construction inspection services contract (Exhibit A) attached hereto and made part of this ordinance.

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

SECTION 1. The Board of Aldermen hereby authorize and direct the Mayor to execute and deliver the attached proposal 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: March 27, 2025

DATE OF SECOND READING: _____

**PASSED AND APPROVED THIS ____ DAY OF _____, 2025 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

BILL NO. 4667

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUPERIOR INDUSTRIAL COATINGS LLC D/B/A SIC CONCRETE FOR THE "CITY WIDE CONCRETE REPLACEMENT PROJECT" IN AN AMOUNT OF \$837,853.31.

WHEREAS, the City of Ste. Genevieve ("City") has a need to contract with a qualified contractor for the **"CITY WIDE CONCRETE REPLACEMENT PROJECT"**; and

WHEREAS, the City advertised for bids in *The Herald* newspaper and received a total of six (6) proposals for the project; and

WHEREAS, the City accepted the low bid from Superior Industrial Coatings LLC dba SIC Concrete in the amount of \$837,853.31 at the Board of Aldermen Meeting held on March 13, 2025; 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 "City Wide Concrete Replacement Project."

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

SECTION 1. Authorize the Mayor to sign the Owner-Contractor Agreement with Superior Industrial Coatings LLC dba SIC Concrete of Bridgeton, Missouri, for the amount of **eight hundred thirty-seven thousand eight hundred fifty-three dollars and thirty-one cents (\$837,853.31)** to execute the "City Wide Concrete Replacement Project" hereby approved in substantially the form of Exhibit "A" attached hereto,

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

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

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

DATE OF FIRST READING: March 27, 2025

DATE OF SECOND READING: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ____ DAY OF _____, 2025 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

Ste. Genevieve, Missouri

City Wide Concrete Replacement

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 18 day of March, 2025, by and between Ste. Genevieve, Missouri (hereinafter called the "Owner") and Superior Industrial Coatings LLC, dba SIC Concrete, a limited liability corporation with offices located at 4351 Bridgeton Industrial Drive, Bridgeton, Missouri 63044, (hereinafter called the "Contractor").

The project is identified as City Wide Concrete Replacement, located in Ste. Genevieve, Missouri, Project No. SC24-1635, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 1735 Westpark Center Drive, Fenton, Missouri 63026 (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, 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.

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 150 consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of \$500.00 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 **Eight Hundred Thirty-Seven, Eight Hundred Fifty-Three Dollars and Thirty-One Cents (\$837,853.31)**, 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, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) 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) 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 \$3,400,000.

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$500,000 each person

	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "The City of City of Ste. Genevieve, Missouri, 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) Job Special Provisions
- (d) The Specifications dated: January 2025
- (e) The Drawings identified as follows:
Ste. Genevieve, City Wide Concrete Replacement,
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (l) Subcontractor Approval Form

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

"I, Taylor King certify that I am the
VP of Operations of the corporation named as Contractor herein
above, that SIC Concrete who signed the foregoing Contract on
behalf of the Contractor was then of said corporation; that said Contract was duly
signed for and in behalf of said corporation by authority of its governing body,
and is within the scope of its corporate powers."

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

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

The City of Sta. Genavieve, Missouri
(Owner)

By _____

Title

(SEAL)

Attest: _____

Title

Date: _____

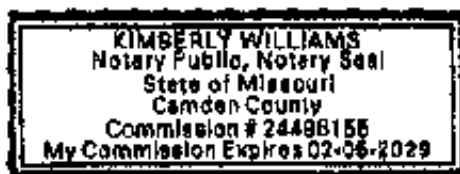
Superior Industrial Coatings LLC,
dba SIC Concrete
(Contractor)

By Taylor King _____

Taylor King
(Print Name)

VP of Operations

Title



(SEAL)

Attest: Kimberly Williams

Date: 3/25/25

BILL NO. 4668

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE "CITY WIDE ASPHALT REPLACEMENT PROJECT" IN AN AMOUNT OF \$3,195,814.99.

WHEREAS, the City of Ste. Genevieve ("City") has a need to contract with a qualified contractor for the "CITY WIDE ASPHALT REPLACEMENT 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 Vern Bauman Contracting in the amount of \$3,195,814.99 at the Board of Aldermen Meeting held on March 13, 2025; 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 "City Wide Asphalt Replacement Project."

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

SECTION 1. Authorize the Mayor to sign the Owner-Contractor Agreement with Vern Bauman Contracting of Ste. Genevieve, Missouri, in the amount of **three million one hundred ninety-five thousand eight hundred fourteen dollars and ninety-nine cents (\$3,195,814.99)** and execute the "City Wide Asphalt Replacement Project" hereby approved in substantially the form of Exhibit "A" attached hereto,

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

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

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

DATE OF FIRST READING: March 27, 2025

DATE OF SECOND READING: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ____ DAY OF _____, 2025 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

Ste. Genevieve, Missouri

City Wide Asphalt Improvements

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2025, by and between Ste. Genevieve, Missouri (hereinafter called the "Owner") and Vern Bauman Contracting Company, a corporation with offices located at 21471 Highway 32, Ste. Genevieve, Missouri 63870, (hereinafter called the "Contractor").

The project is identified as City Wide Asphalt Improvements, located in Ste. Genevieve, Missouri, Project No. SC24-1635, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 1735 Westpark Center Drive, Fenton, Missouri 63026 (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, 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.

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 **180** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$500.00** 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 **Three Million, One Hundred Ninety-Five Thousand, Eight Hundred Fourteen Dollars and Ninety-Nine Cents (\$3,195,814.99)**, 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, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) 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 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) 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 \$3,400,000.

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$506,000 each person

	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "The City of Ste. Genevieve, Missouri, 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) Job Special Provisions
- (d) The Specifications dated: January 2025
- (e) The Drawings identified as follows:
Ste. Genevieve, City Wide Asphalt Improvements,
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (i) Subcontractor Approval Form

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

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

The City of Ste. Genevieve, Missouri
(Owner)

By _____

Title

(SEAL)

Attest: _____

Title

Date: _____

Vern Bauman Contracting Company
(Contractor)

By 

Joshua T. Baker
(Print Name)

Estimator

Title

(SEAL)

Attest: Collette Pingel

Date: 3/18/25

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

"I, BRAD BAUMANN certify that I am the PRESIDENT of the corporation named as Contractor herein above, that JOSH BAKER who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers."

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

Staff Report

April 10, 2025

To: Board of Aldermen
From: Happy Welch
Re: Biosolid Land Application



Issue:

The City utilizes a contractor to remove biosolids from our wastewater tank and apply them to approved agricultural properties. This application is monitored by the Missouri Department of Natural Resources and is a benefit to the fields that it is applied to as a fertilizer.

Recommendation:

Approve the agreement with Metro-Ag Inc.

BILL NO. 4669

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI ACCEPTING A PROPOSAL FROM METRO-AG, INC. AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE REMOVAL AND LAND UTILIZATION OF RESIDUALS FROM THE WASTEWATER TREATMENT PLANT.

WHEREAS, the City of Ste. Genevieve ("City") desires to enter into a contract for the removal and agricultural land utilization of residuals generated from the City's wastewater treatment plant (the "Services"); and

WHEREAS, the City has received an agreement/proposal dated March 27, 2025, a copy of which is attached as Exhibit "A" and incorporated by reference in this Ordinance from Metro-Ag, Inc. (the "Contractor") for the removal of biosolids sludge and land application at a cost of \$.066 per gallon with a minimum of 400,000 gallons removed per visit.

WHEREAS, the City Budget for FY 2025 contains appropriate resources to carry out the goals of the proposed Agreement. (Sewer Fund - Line Item #6104 Sludge Disposal); and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve wish to accept the proposal and enter into this agreement with the Contractor, a copy of which is attached as "Exhibit B" and incorporated by reference in this Ordinance (the "Contract"), to provide the Services;

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

SECTION 1. The Mayor is hereby authorized and directed to execute and deliver the Contract on behalf of the City of Ste. Genevieve, submitted by the Metro-Ag Inc. of Breese, Illinois, for sludge removal and application, and is hereby approved in substantially the form of (Exhibit "A") hereto attached.

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

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

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

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

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

____ Ayes ____ Nays ____ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



METRO-AG INC.

Biosolids Management

AGREEMENT

THIS CONTRACT/PROPOSAL made and entered into as of the
 27th day of March, 2025, by and between
 City of Ste. Genevieve, MO and Metro-Ag Inc. an Illinois
 Corporation, whose mailing address is 550 North Second Street, P.O. Box 231,
 Breese, IL 62230, (hereinafter called CONTRACTOR, which term shall include
 its successors and assigns), WITNESSETH:

IN CONSIDERATION of the following covenants and agreements,
 City of Ste. Genevieve, MO and the CONTRACTOR
 hereby mutually agree to bind themselves as follows:

SECTION I – SCOPE

The CONTRACTOR shall provide transportation and approved sites for
 the removal and satisfactory agricultural land utilization of
 City of Ste. Genevieve, MO. Residuals generated from their
 Wastewater treatment plant at City of Ste. Genevieve, MO.

SECTION II – CONTRACTOR OBLIGATIONS

The CONTRACTOR, in executing the contract for agricultural land
 utilization shall adhere to the following:

550 N. Second Street

Breese, IL 62230

618.526.2341

Fax: 618.526.2351

www.metroag.com

1. Maintain an adequate inventory of farmland for
City of Ste. Genevieve, MO residuals, regulatory approvals, and
landowner agreements for agricultural land application in accordance with and in
conformance to all applicable Federal, State, and local laws, ordinances, rules, and
regulations.
2. Provide all material, fuel, tools, equipment, services, supervision, and labor to
land apply City of Ste. Genevieve, MO residuals.
3. Maintain the integrity of all public and private property onsite as it pertains to
the project scope.
4. Provide City of Ste. Genevieve, MO with copies of all
correspondence and other communications pertaining to the Residual management
and utilization program.
5. Employ "state of the art" land application methods approved by the United
States Environmental Protection Agency and MO DNR
6. Develop and implement record keeping and reporting programs that comply
with MO DNR and/or regulatory requirements.
7. If necessary, develop and implement Public Relations programs as beneficial to
the community in general.
8. Develop and implement an environmental safeguard and safety plan for the
project.
9. Provide proof of liability insurance.

SECTION III – INSURANCE

Prior to commencing work under this contract, the CONTRACTOR shall

submit a certificate of insurance that all of the insurance below has been obtained.

- a. Worker's Compensation in accordance with the laws of the State of Illinois.
- b. Comprehensive general and automobile liability insurance to include premises operations and subcontractors. The coverage will be in the amount of \$1,000,000.00 for property damage and personal injury.
- c. Indemnify and hold Metro-Ag Inc. harmless from all damages, claims or causes of action arising from the utilization of residuals generated by
City of Ste. Genevieve, MO

SECTION IV – PAYMENT

The CONTRACTOR shall provide a verifiable accounting to the
City of Ste. Genevieve, MO, for dry tons/gallons of residuals applied at the Contractor's site. The Contractor shall submit invoices and be paid within 30 days for dry tons /gallons transported and applied. Discounts may be applied in certain cases for early payments. An interest charge of 2% per month over 30 days.

SECTION V – RECORD KEEPING

The CONTRACTOR shall maintain records and submit summary reports by the end of the calendar year. Reports will include:

1. Number of loads transported and applied on the Contractor's utilization sites.
2. Cumulative gallons/dry tons applied at each utilization site.
3. Landowner's Name, address & phone number
4. Location of site.
5. Expected crop to be grown.
6. Metal Loading Rates.

SECTION VI – LEGAL ADDRESS

The address given in the Proposal is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to the Contract Administrator. The legal address is as follows:

Metro-Ag Inc.	618-526-2341
550 North Second Street Ste202	618-526-2351 (fax)
P.O. Box 231	metroag@metroag.com
Breese, IL 62230	

SECTION VII – FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performances of such obligations is delayed, hindered or prevented by any cause, which is beyond the reasonable control of such party (Hereinafter called "Force Majeure"). Force Majeure includes but is not limited to any of the following if reasonably beyond the control of the party claiming Force Majeure: delays such as war (declared or undeclared), blockades, hostilities, revolution, riots, strikes, lockout or other labor disturbances, epidemics, fire storm, delay or interruption in transportation, or any law, regulations or ordinance of any government, governmental agency or court having or claiming to have jurisdiction over any part of the services, including laws, regulations or ordinances pertaining to the protection of the environment, or obtaining permits required by any such government, governmental agency or court, or any other cause (Whether or not of kinds specifically mentioned herein) that is not reasonably within control of the party claiming Force Majeure.

Either party hereto shall give notice promptly within seven (7) calendar days of

the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the service under this Contract or any negotiated Change and Order.

SECTION VIII - TERMINATION OF CONTRACT

The CONTRACTOR and/or City of Sta. Genevieve, MO

shall have the option to immediately terminate this agreement if:

The CONTRACTOR is unable to legally utilize said Residuals due to a change in Federal, State or Local Laws. The said Residuals become impure or otherwise unsuitable for utilization by the CONTRACTOR by any reason of the act or omission of third party, and through no fault of either party to this agreement. Contractor expressly waives the applicability of this provision unless the condition of said Residuals is materially inconsistent with the description and analysis City of Sta. Genevieve, MO previously has provided to the CONTRACTOR.

SECTION IX - FINAL AGREEMENT

It is further agreed that City of Sta. Genevieve, MO

will pay therefore the price named and set forth in this contract.

Removal of biosolids sludge and land application at a cost of \$0.066 per
gallon with a minimum of 400,000 gals removed per visit. This is a

2-year Contract.

Owner to provide power if needed.

SECTION X – ASSIGNMENT OF CONTRACT

City of Ste. Genevieve, MO shall have the right to assign
this Contract to any successor in interest to the subject utilization and disposal
contract. The CONTRACTOR hereby consents to said assignment, provided
that the Assignee provides timely written confirmation to the CONTRACTOR
that it accepts all obligations of hereunder. This contract will expire on
March 27, 2027.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set
their hands and seals.

Dated the day and year first herein written.

Owner:

Date: _____

(By _____)

(Attest: _____)

Metro-Ag Inc.
550 North 2nd Street
Suite 202
Breese, IL 62230

Date: 3/27/25

(By [Signature])

Brian L. Kramer and/or Mary Jo Kramer

(Attest: Carol M. Kramer)

METRO-AG INC.

Biosolids Management