

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – MAY 8, 2025
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

ELECTION OF PRESIDENT OF BOARD OF ALDERMEN

BOARD & COMMISSION LIAISON APPOINTMENTS

PERSONAL APPEARANCE.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

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

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 -- April 24, 2025
- Minutes – Board of Aldermen – Work Session – April 24, 2025
- Ste. Genevieve Master Gardeners are requesting a street closure for May 17 & 18, 2025 for Market Street between Main and Front for their Annual Garden Walk & Plant Sale.

- **RESOLUTION 2025-36.** A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO THE FOLLOWING AGREEMENTS: A MASTER EQUITY LEASE AGREEMENT, A MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT, COMPANY OWNED VEHICLE SERVICE AGREEMENT, AGREEMENT TO SELL CUSTOMER VEHICLES AND CONSIGNMENT AUCTION AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT.
- **RESOLUTION 2025-37.** A RESOLUTION RE-APPOINTING ROSEANNE AHNE TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.
- **RESOLUTION 2025-38.** A RESOLUTION RE-APPOINTING WHITNEY TUCKER TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.

OLD BUSINESS.

BILL NO. 4670. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.040 USER CHARGE RATES SUBSECTIONS A. & B. BY REVISING THE WATER USE CHARGES. **2ND READING.**

BILL NO. 4671. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.140 SEWER CHARGES AND BILLING, SUBSECTION "D" BY REVISING THE SEWER USE CHARGES. **2ND READING.**

BILL NO. 4673. AN ORDINANCE AMENDING THE CITY OF STE. GENEVIEVE MUNICIPAL CODE OF ORDINANCES CHAPTER 700 - UTILITIES - ARTICLE II - CHARGES & BILLING WATERWORKS SYSTEMS - SECTION 700.070 & 700.090 AS SET FORTH BELOW. **2ND READING.**

NEW BUSINESS.

APPROVAL OF THE 2025 ANNUAL LIQUOR LICENSES AS FOLLOWS:

El San Felipe Mexican Grill 21454 Hwy 32	The Anvil Saloon 46 S. Third Street	Café Genevieve 950 Ste. Gen. Drive
Old Brick Restaurant 90 S. Third Street	The Orris/Sirros 265 Merchant Street	PJ's at the Mall 100 Front Street
The Point 797 Ste. Gen. Drive	Huasteca Potosina Mexican 634 Ste. Gen. Drive	Oliver's 109 N. Main Street
Dannie's Sports Tavern 299 Merchant Street	American Custard Company 1055 Progress Parkway	C-Barn 599 Ste. Gen. Drive
Country Mart 180 & 136 Plaza Drive	Oberle Ments 21529 State Hwy 32	Casey's General Store 21998 State Hwy 32

Rhodes 101 Stops
598 Ste. Gen. Drive

Harold's Famous Bee Company
234 Market Street

Dollar General
21840 State Hwy 32

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

Brix Urban Winery & Market
245 Merchant Street

Ste. Genevieve Parish
20 Fourth Street

Gibson's Audubon's LLC
9 N. Main Street

Pat's Pastries
123 Merchant Street Suite A

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

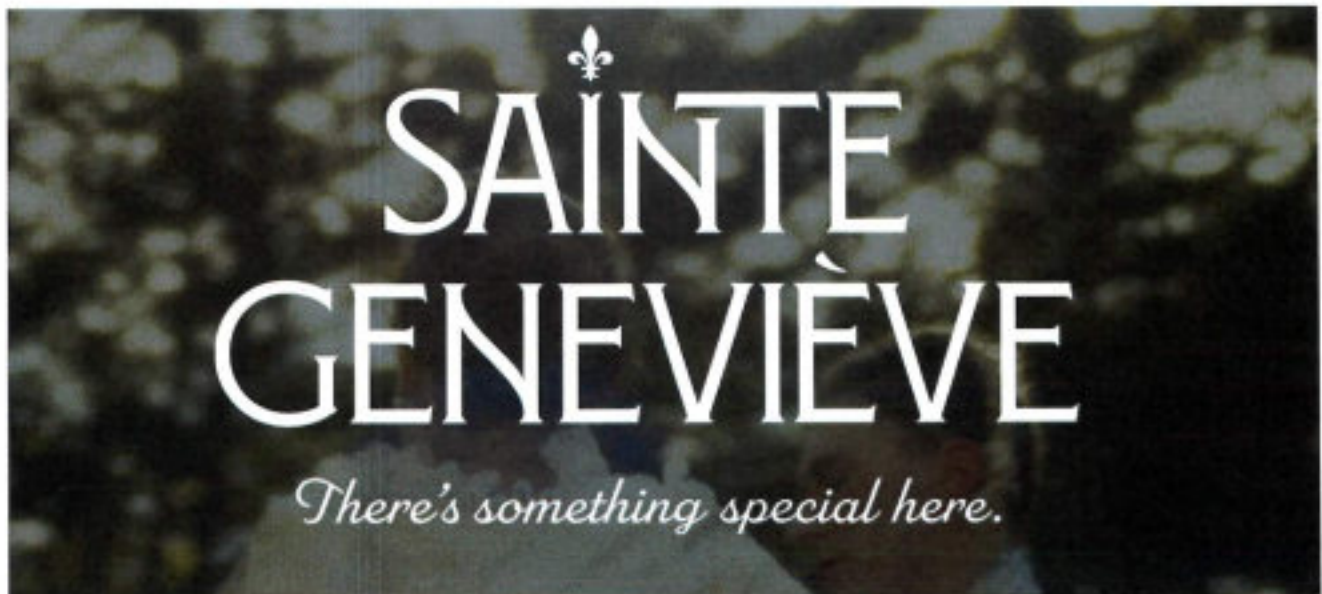
Find the Zoom Link at: www.facebook.com/stegenevievecityhall/

And you can watch live on SGTV Spectrum Channel 991 or <https://www.youtube.com/@Stegentv>

**POSTED BY: Pam Meyer
May 5, 2025**

Tourism Report

Aaron Smith | May 8, 2025



The News

Amoureux-Bauvais House Celebration

- The date is set for May 23rd - exciting to have a major asset back on the market
- NPS going to self-guided tours
- The celebration will be special - first showing of Pelagie X - short documentary on Pelagie Amoureux by 2X Academy Award Winning Breakwater Studios.

Grant Accepted by MO Main Street Connection

- Received word on Monday that our grant app was accepted
- Awaiting next steps

French Heritage Corridor Conference

- I sat on a panel at Wash U in crowd of 150 people
- 60 people came down for bus tour. People who were passionate to see our town
- Have some commitment from someone who will help us get a sister city in Normandy
- Received some guidance on how we can save ferry

Saving the Ferry

- From a tourism perspective, it's one of our greatest assets
- 70% of users are tourists - might be different if it ran all week. Must keep it going
- Port Authority doesn't think there's a lot of support from Illinois but there is
- Senator Terry Bryant who represents Randolph has a bill to give Modoc Ferry \$250k per year
- Illinois legislature just made March French Heritage Month. I think we can leverage that.



Community Development May 2025 Staff Report 4/8/25 – 5/5/25

Historic Preservation – Heritage Commission

- Met 4/21 – Approved 1 COA, 1 Administrative COAs & 5 Attestations
- Next meeting – 5/19
- 2024 HP grant application – mobile app walking tour - received agreement from SHPO

Building Department / Code Enforcement

- Occupancy Permits / Inspections 18
- Building Permits Issued 13 (9 roof permits)
- Demolition Permits 1
- Sign Permits 0
- Chicken Permits 1
- Special Use Permits 0
- Sidewalks – sidewalk review in Spring 2025

Comprehensive Plan

- Annexation Open House held 4/17 – committee to discuss next steps
- Tentative Comp Plan Committee next meeting – May/June '25

Planning & Zoning

- No meeting in May
- Next scheduled meeting – 6/5

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 4/24
- 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. UP will not accept a zero-dollar lease; minimum is \$10,000 annual lease.

Board of Adjustment

- Nothing new to report

Floodplain Management

- Current long range forecasts show 66% chance of Minor Flooding in May-Jun-Jul.
- Current long range forecasts show 28% chance of Moderate Flooding in May-Jun-Jul.
- Current long range forecasts also show 18% chance of Major flooding in May-Jun-Jul.
- Current river stage (5/5) is 23.25'; expected to fall to 19' by end of week.
- Ferry is currently operating Fri – Sun.

Property Maintenance

- | | |
|------------------------------|----|
| • Nuisance Property Issues | 5 |
| • Vegetation Nuisance Issues | 12 |
| • Code Violation Issues | 2 |
| • Sidewalk Issues | 2 |

Ste. Genevieve Fire Department

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

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

Monthly Operations Report

Date: **April 2025**

Calls for Assistance:

- SGFD responded to **27** emergency calls in **April**.
- The total for this year is **96** calls, **up 2** calls from last year.

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

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

- **Monthly Training was Aerial Ops and Advancing Hose Lines**
- **Preplan Training was Antique Mall.**
- **3 are close to completing Fire Fighter 1 & 2. They are preparing for State Certification Testing**
- **3 Attended University of Mo certified Extrication Class**
- **3 Attended FDIC in Indianapolis**

Meetings Attended

Bi County Chiefs Meeting – **Attended**
City Council Meeting – **Attended**
Ozark Fire Assoc. Meeting – **Attended**
Ste Gen County Fire District 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 **August 11 & 12**
- Setting a date for Railroad Safety Class

Local & State Mutual Aid:

- Nothing to report

Hydrants

- Flow testing and painting?
- Requested that the hydrant at Parkwood and 61 be raised
- Requested that the hydrant at South Fourth and Cedar be raised
- Approved the removal of out of service hydrant at 8th and Market – was supposed to be moved to 7th and Market. 8th street removed-7th not installed.

Misc.

Hosted a Drug Take back Day

2 of our firefighters were honored by the Chamber of Commerce. Retired Asst Chief Bob Bonnell and Fire fighter Charlie Wibbenmeyer were presented the "Community Champion Award" for over 90 years of combined service.

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

Installed: Corey – Main Street Park Building

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – APRIL 24, 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 Bob Donovan
Alderwoman Amie Dobbs
Alderman Joe Steiger
Alderman Mike Raney

Alderman Patrick Fahey
Alderman Jeff Eydmann
Alderman Joe Prince

Absent: Alderman Eric Bennett

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

CERTIFICATION OF ELECTION RESULTS. Mayor Keim read the official election results as follows: Mayor - 2 Year Term – Brian Keim 532 Votes; Alderman Ward 1 - 2 Year Term – Amy Dobbs 99 Votes; Alderman Ward 2 – 2 Year Term – Sam Hughey 140 Votes to Robert “Boober” Roth 38 Votes; Alderman Ward 3 – 2 Year Term – Joseph “Joe” Steiger 113 Votes and Alderman Ward 4 – 2 Year Term – Teddy Ross 171 Votes. A motion by Alderman Eydmann, second by Alderman Prince to approve the April 8, 2025 General Municipal Election Results. Motion carried 7-0-1 with Alderman Bennett absent.

SWEARING IN OF NEW MEMBERS. At this time City Clerk Pam Meyer swore in the newly elected officials, Mayor Keim, Alderwoman Dobbs, Alderman Hughey, Alderman Steiger and Alderman Ross.

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

Mayor Brian Keim
Alderman Bob Donovan
Alderwoman Amie Dobbs
Alderman Joe Steiger
Alderman Teddy Ross

Alderman Patrick Fahey
Alderman Jeff Eydmann
Alderman Joe Prince
Alderman Sam Hughey

PRESENTATION/AWARDS. None

PERSONAL APPEARANCE. None.

CITY ADMINISTRATORS REPORT. See Attached Report.

STAFF REPORTS.

- DANIEL HALEK – POLICE (See Attached Report)
- ERICA BOGENPOHL – ALLIANCE (See Attached Report)

PUBLIC COMMENTS. None.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – April 10, 2025
- Minutes – Board of Aldermen – Work Session – April 10, 2025
- Treasurer's Report – March 2025
- **RESOLUTION 2025 – 31.** A RESOLUTION DEMONSTRATING THE CITY OF STE. GENEVIEVE'S COMMITMENT TO PUBLIC SAFETY AND SUPPORT FOR LAW ENFORCEMENT IN PURSUIT OF THE MISSOURI BLUE SHIELD DESIGNATION.
- **RESOLUTION 2025-32.** A RESOLUTION SUPPORTING THE CITY'S INVOLVEMENT IN THE MISSOURI MAIN STREET CONNECTION COMMUNITY EMPOWERMENT GRANT.
- **RESOLUTION 2025 – 33.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING A SANDWICH BOARD SIGN TO DESIGNATE ONE PARKING SPACE IN FRONT OF 220 MERCHANT ST. FOR SHORT-TERM RENTAL OCCUPANTS.
- **RESOLUTION 2025-34.** A RESOLUTION BY THE STE. GENEVIEVE BOARD OF ALDERMEN AMENDING THE FINAL BUDGET FOR AMERICAN RESCUE PLAN ACT FUNDS.
- **RESOLUTION 2025-35.** A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A RENEWAL AGREEMENT FOR THE MISSOURI CHAMBER FEDERATION BENEFIT PLAN TRUST FOR THE CITY EMPLOYEE HEALTH INSURANCE PLAN FOR 2025-2026.

A motion by Alderman Steiger, second by Alderman Eydmann to approve the Consent Agenda as presented. Motion carried 8-0.

PUBLIC HEARING. The Ste. Genevieve Board of Aldermen will hold a public hearing at 6:00 p.m. on at which time citizens may be heard on the proposed water/sewer rates to be set by the Board of Aldermen. Mayor Keim opened the public hearing at 6:38 p.m at which time he read the old rates compared to the proposed new rates. No one was present for public comments and it was suggested by City Attorney Mark Bishop that the Board members refrain from questions at this time and present them when the Bill regarding the rates is on the table under New Business. With no further comments Mayor Keim closed the public hearing at 6:48 p.m.

OLD 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.

2ND READING. A motion by Alderman Steiger, second by Alderman Eydmann, Bill No. 4669 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 Teddy Ross, Alderman Parick Fahey, Alderwoman Amie Dobbs, Alderman Sam Hughey, Alderman Bob Donovan, Alderman Joe Prince and Alderman Jeff Eydmann. Nays: None. Motion carried 8-0. Thereupon Bill No. 4669 was declared Ordinance No. 4590 signed by the Mayor and attested by the City Clerk.

NEW BUSINESS.

Approval of the low bid of Jokerst Paving in the amount of \$416,942.60 for the 9th Street Roadway Improvements Project. A motion by Alderman Donovan, second by Alderman Steiger to approve the low bid of Jokerst Paving in the amount of \$416,942.60 for the 9th Street Roadway Improvements Project. Motion carried 8-0.

BILL NO. 4670. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.040 USER CHARGE RATES SUBSECTIONS A. & B. BY REVISING THE WATER USE CHARGES. 1ST READING. A motion by Alderman Steiger, second by Alderman Prince, Bill No. 4670 was placed on its first reading, read by title only, considered and passed by an 8-0 vote of the Board of Alderman.

BILL NO. 4671. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AMENDING MUNICIPAL CODE CHAPTER 715 USER CHARGE SYSTEMS; SPECIFICALLY, SECTION 715.140 SEWER CHARGES AND BILLING, SUBSECTION "D" BY REVISING THE SEWER USE CHARGES. 1ST READING. A motion by Alderman Eydmann, second by Alderman Prince, Bill No. 4671 was placed on its first reading,

read by title only, considered and passed by an 7-0-1 vote of the Board of Alderman with Alderman Donovan voting no.

BILL NO. 4672. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOKERST PAVING FOR THE "9th STREET ROADWAY IMPROVEMENTS PROJECT" IN AN AMOUNT OF \$416,942.60. 1st & 2nd READINGS. A motion by Alderman Donovan, second by Alderman Steiger, Bill No. 4672 was placed on its first reading, read by title only, considered and passed by an 8-0 vote of the Board of Alderman. A motion by Alderman Donovan, second by Alderman Prince to proceed with the second and final reading of Bill No. 4672. Motion carried 8-0. A motion by Alderman Donovan, second by Alderman Eydmann, Bill No. 4672 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 Teddy Ross, Alderman Parick Fahey, Alderwoman Amie Dobbs, Alderman Joe Prince, Alderman Bob Donovan, Alderman Sam Hughey and Alderman Jeff Eydmann. Nays: None. Motion carried 8-0. Thereupon Bill No. 4672 was declared Ordinance No. 4591 signed by the Mayor and attested by the City Clerk.

BILL NO. 4673. AN ORDINANCE AMENDING THE CITY OF STE. GENEVIEVE MUNICIPAL CODE OF ORDINANCES CHAPTER 700 – UTILITIES – ARTICLE II – CHARGES & BILLING WATERWORKS SYSTEMS - SECTION 700.070 & 700.090 AS SET FORTH BELOW. 1ST READING. A motion by Alderman Steiger, second by Alderman Prince, Bill No. 4673 was placed on its first reading, read by title only, considered and passed by an 8-0 vote of the Board of Alderman.

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. Mayor Keim announced that at the next meeting he will do the committee assignments and the election of the President of the Board will be on the agenda.

ADJOURNMENT. With no further business Mayor Keim adjourned the meeting at 7:02 p.m.

Respectfully submitted by,

**Pam Meyer
City Clerk**

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
APRIL 24, 2025**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Brian Keim at 7:02 p.m. with the following members present:

Mayor Brian Keim

Alderman Patrick Fahey

Alderman Teddy Ross

Alderman Jeff Eydmann

Alderwoman Amie Dobbs

Alderman Sam Hughey

Alderman Joe Prince

Alderman Joe Steiger

Alderman Bob Donovan

APPROVAL OF AGENDA. A motion by Alderman Steiger, second by Alderman Eydmann to amend the agenda and have Business Item No. 2 moved to the beginning of the Agenda. Motion carried 8-0.

BUSINESS ITEMS.

- **RESIDENT BASEMENT BACKUP.** Mike James, 770 Pointe Basse Drive addressed the Mayor and Board of Aldermen regarding recent sewer backup that was associated with the April 4/5 rains and is requesting reimbursement for costs incurred in damages and cleanup. Tracy Eatherton, 780 Pointe Basse Drive was on zoom and reported her frustration with this continuously happening to her basement as well. They both submitted damages in 2005 and the City's insurance denied the claim but the board at that time choose to pay out for the damages incurred. Ms. Eatherton explained that since she kept filing claims with her home owners insurance every time this has happened they told her if she filed any more claims they would drop her so she quit filing them with her insurance company. Mr. James stated that he figures the runoff is getting into the City sewer system somewhere and this is what is causing them the sewer back-up issues. It was suggested to reach out to Cochran and Alliance for suggestions on what could be causing this. Ms. Eatherton does not have any receipts for damages/cleanup since she did it herself but will get an estimate on what it would of cost to have it done and submit that with pictures. Once the City receives this information from the residents we will submit to our insurance company. Mr. Bradley Moore owner of 81 S. Sixth was also on zoom concerning backup issues he has experienced as well.

- **POLICE CAR – ENGINE REPLACEMENT.** Chief Halek has reported that the 2020 Dodge Durango's engine needs replaced. The Chief would like direction from the Board on which option they would like for him to pursue; replacing the engine or scraping out. He received quotes through a Dodge dealership at roughly \$9750.00 which would include warranty. Another option is having Alliance staff help with the install of the engine which the cost would be around \$5050.00 plus parts. After discussion the Board was in favor of going with the dealership and having it replaced. Chief reported that since it will have a new engine he will keep it in the rotation and not plan on getting rid of it when it was supposed to be rotated out.

ANY OTHER BUSINESS. None.

ADJOURNMENT. With no further business Mayor Keim adjourned the work session at 7:40 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk



Street Closure Request

Date May 5, 2025

Name Ellen Karl Organization Ste. Genevieve Master Gardners

Address _____ City _____ State _____ Zip _____

Phone Number and/or email information _____

Reason for closure Garden Walk & Plant Sale

Street(s) to be closed Market from Main east (Just Along Welcome Center) 1/2 Block
(they will put the barricades out and put back when finished)

Date of event for closure May 17, & 18, 2025

Time(s) for closure 6:00 a.m. to ?

Office Use Only

Council Approval Yes ___ No ___ Date _____

Police Dept. Approval Yes ___ No ___ Date _____

Street Dept. Approval Yes ___ No ___ Date _____

Special Conditions _____

Staff Report

May 8, 2025



To: Board of Aldermen
From: Happy Welch
Re: Enterprise Lease Agreement

Issue:

Ryan Owens with Enterprise Fleet Management attended a work session in March to show how Enterprise can help with leasing/purchasing vehicles for the City. He discussed how they purchase, how they have the buying power to buy directly from the manufacturers, can do the upfitting for a police vehicle, and how they can manage the fleet maintenance. They can also sell surplus vehicles for the City. We see a cost and employee time savings with this approach.

I discussed with Mr. Owens purchasing 3 trucks for street and sewer that are budgeted for 2025. We do not need to do a full lease and would pay for the trucks in full after they arrive.

To engage Enterprise the City needs to sign the Master Equity Lease Agreement and other agreements to sign up for online vehicle maintenance reporting and a Maintenance Management agreement. Cost for those management pieces are \$25 per vehicle per month for online access and \$6 per vehicle per month for maintenance management. For any surplus vehicle sold there is a \$400 fee as shown in the Assignment Agreement and Consignment Auction Agreement.

The window to order trucks closes May 27, 2025.

Recommendation:

If the board is still interested in doing lease/purchasing through Enterprise Fleet Management for City vehicles then approve the resolution to approve the agreements.

RESOLUTION 2025 - 36

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO THE FOLLOWING AGREEMENTS: A MASTER EQUITY LEASE AGREEMENT, A MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT, COMPANY OWNED VEHICLE SERVICE AGREEMENT, AGREEMENT TO SELL CUSTOMER VEHICLES AND CONSIGNMENT AUCTION AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT.

WHEREAS, Ryan Owens with Enterprise Fleet Management attended a Board of Aldermen Work Session on March 27, 2025 and discussed the City partnering with Enterprise Fleet Management; and

WHEREAS, Mr. Owens presented the benefits of working with Enterprise through the State cooperative Purchase program and the savings it can provide to the City; and

WHEREAS, the City 2025 Budget has 3 trucks budgeted for the Street and sewer departments; and

WHEREAS, to engage Enterprise the Board of Aldermen needs to authorize the City Administrator to enter into the attached agreements: Master Equity Lease Agreement, a Maintenance Management and Fleet Rental Agreement, a Company Owned Vehicle Service Agreement, a Agreement to sell Customer Vehicles and Consignment Auction Agreement (Exhibit A).

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

Section One. The City Administrator of the City of Ste. Genevieve, Missouri is hereby authorized and directed by the Board of Aldermen to enter into the attached agreements with Enterprise Fleet Management to purchase, sell, signup for online vehicle maintenance reporting and a maintenance management agreement.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 8TH DAY OF MAY, 2025.

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 8 day of May, 2025, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Initials: EFM _____ Customer _____

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any