

AGENDA
Work Session
STE. GENEVIEVE BOARD OF ALDERMEN

Thursday – June 26, 2025

City Hall, 165 S. 4th St.

Immediately Following 6:00 p.m. Regular Board Meeting

CALL TO ORDER

APPROVAL OF AGENDA

BUSINESS ITEMS

1. Sewer Backup Denial by Insurance Co. – Mike James, Tracey Eatherton
2. School Zone Expansion, Fine Minimums

OTHER BUSINESS

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.

Watch Live at <https://www.youtube.com/@Stegentv> or on Spectrum Channel 991.

Posted 6/21/2025

Happy Welch

Staff Report

June 26, 2025



To: Board of Aldermen
From: Happy Welch
Re: Sewer Backup Claims

Issue:

On April 4, 2025 we had a rain event that caused a sewer backup to homes on Point Basse Dr. and Parkwood Dr. Michael James at 770 Pointe Basse, Tracey Eatherton at 780 Pointe Basse, and Ste. Genevieve Manor Apartments at 797 Parkwood Dr. Claims were submitted to Tokio Marine – HCC. All three were denied.

The individuals have asked that we bring these claims back to the board due to previous disbursements by the board when this happened after a claims denial.

Claim amounts:

\$18,650.60 – Mr. James

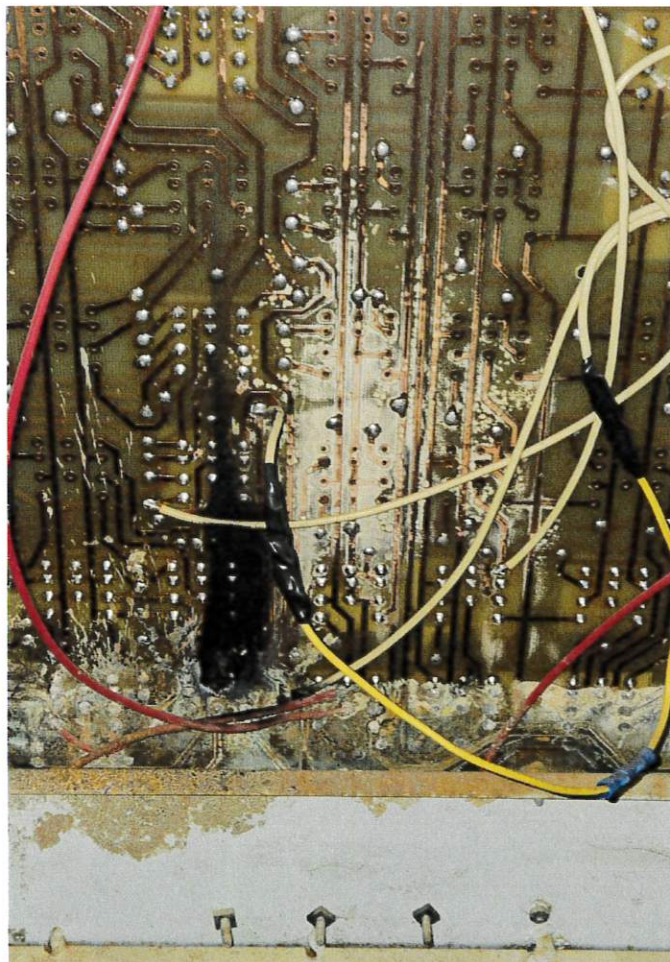
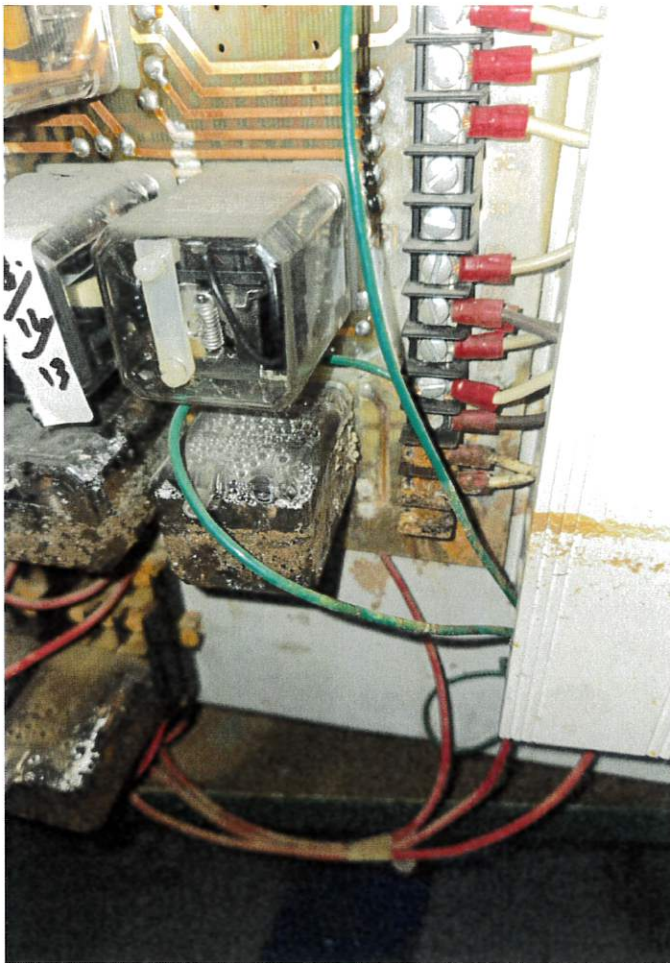
\$6,414.99 – Ms. Eatherton

\$105,812 – SG Manor Apartments

I've attached the insurance determination regarding the sewer backups.

Recommendation:

Staff agrees with the recommendation of the insurance company and that the city is not liable for any damages.



797 Parkwood Dr.



770 Pointe Basse Dr.



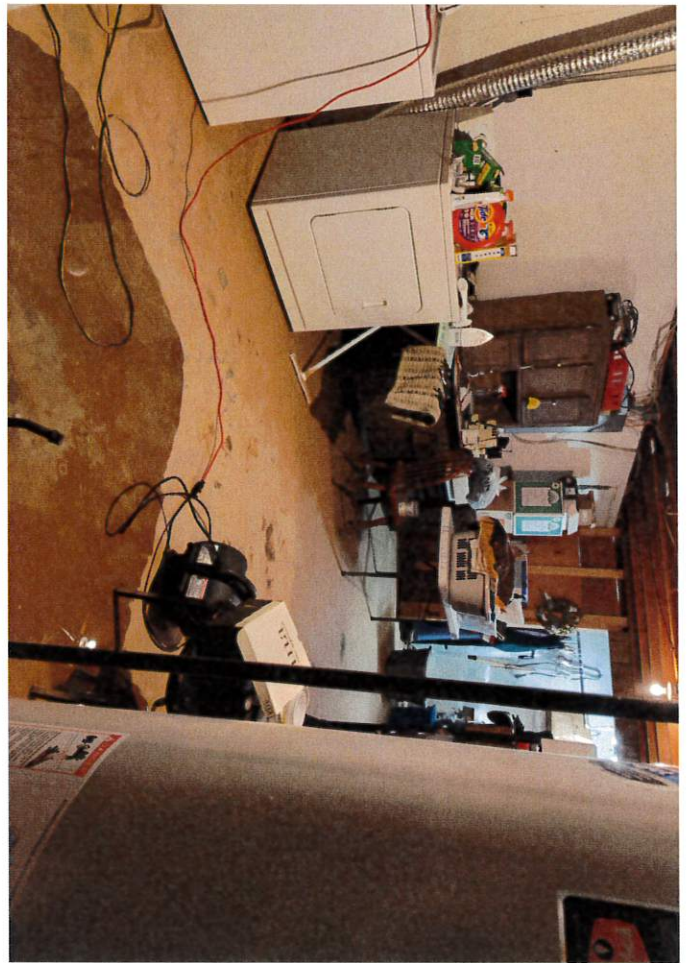
770 Pointe Basse Dr.



770 Pointe Basse Dr.

Tracey Eatherton
780 Pointe Basse Drive

There are severe, widespread, persistent issues with the city's drainage/sewer system in Ste. Genevieve. My first encounter was in 2003 when sewage and waste backed up into my basement. The city was notified. Nothing was done to correct the problem that impacted at least four homes on my street, but the city did reimburse for some of the damages, clearly acknowledging their responsibility to provide sewage services that did not negatively impact local citizens. At that time, I took the advice of some and added a policy to my homeowner's insurance which would cover the loss if another backup were to happen. I filed claims with this policy in 2011, 2015, 2018 and 2021. The last claim I filed nearly resulted in a cancellation of my policy, so this is no longer an option. That is why I cleaned up after the backup in late 2024 and again this week on my own, which is an undertaking of approximately 50 hours each time to simply get things back like they were before the backup. I have contacted the city several times to bring the situation to their attention, speaking with aldermen, the mayor, and city employees. In 2015, I was told, "Well, what do you want us to do about it? We aren't equipped to handle this much rain." The city administrator told me, "Well, you can file a claim with our insurance, but I can tell you how that turns out." One of the previous mayors told me that he said he would have our city's water provider call me. He finally did, a week later, to explain that they were "œworking on improvements". That was ten years ago, with absolutely no changes to reduce the problems. This is not a new problem, but one that must be addressed. There are simply too many residents being negatively impacted by the lack of attention to the city's drainage issues. During my most recent conversation in 2024, I was told the city would provide a device designed to reduce the backflow from happening, but I would be responsible for the installation costs. I have reached out to plumbers to get that device installed to be told that they are hesitant to install one due to the fact that the devices are unreliable and often fail. Attempts to reach my alderman this week resulted in no calls being returned. I have gone on record at two different board meetings over the years. There are at least a dozen other residents who have reached out with similar situations over the years. The city has a documented problem with its drainage system. It has ignored the issue and is unconcerned about the cost to taxpayers, the potential health issues, and the lasting impact for property owners. I can't even sell this home without disclosing the problems that are beyond my reach to fix. I have taken all of the steps I can take to correct this situation and I need help from the city to be able to live in a home that is safe from sewage in the basement, and if that is not going to happen, at the very least, reimburse me for the losses and labor required to bring my living situation back to where it was before the backflow occurred.



780 Pointe Basse Dr.



**TOKIO MARINE
HCC**

Tokio Marine HCC – Public Risk Group
1441 W. Long Lake Road, Suite 150
Troy, Michigan 48098
Telephone 248.371.3100 or 800.225.6561
Facsimile 248.371.3091

May 29, 2025

VIA EMAIL ONLY traceyeatherton@gmail.com

Ms. Tracey Eatherton
780 Pointe Basse Drive
Ste. Genevieve, MO 63670

Re: Program: Tokio Marine HCC - Public Risk Group
Our Insured: City of Ste. Genevieve
Date of Loss: 4/4/2025
Our Claim No: OPM-24-14045

Dear Ms. Eatherton:

Tokio Marine HCC - Public Risk Group administers insurance claims on behalf of U.S. Specialty Insurance Company (collectively referred to herein as "USSIC") which provides insurance coverage for the City of Ste. Genevieve ("City"). We received your claim in which you allege to have sustained property damage on or about April 4, 2025, when you assert that the City's sewer system back flowed into your home.

Our investigation of this claim found no liability on behalf of the City. The cause of loss was an act of nature. The City experienced heavy rains for several days that surcharged its sewer system. The City has no control over the weather conditions and/or the resulting property damage. Also, the City had no prior notice of any issues within its sewer system. Upon notice, the City responded that the main was not blocked. When the rain subsided, the water drained. The City did not cause and/or contribute to your sewer backup. In Missouri, a municipality has no liability unless it knew, or should have known, of the existence of the defect and had a reasonable amount of time to repair the defect. In the absence of liability on behalf of the City of Ste. Genevieve, Tokio Marine HCC - Public Risk Group is denying your property damage claim.

In communicating this position on behalf of the insured, USSIC does not waive and shall not be estopped from asserting additional defenses or further supporting its position on behalf of the insured. If you have additional information that you would like us to consider, please forward it to our attention for review.

Sincerely,

Marie Koll, AIC
Claims Adjuster

cc: City of Ste. Genevieve, Mr. Happy Welch, hwelch@stegenevieve.org
Connell Insurance, Inc., Ms. Becky Cummings, bcummings@connell.com



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HCC

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1441 W. Long Lake Road, Suite 150
Troy, Michigan 48098
Telephone 248.371.3100 or 800.225.6561
Facsimile 248.371.3091

May 29, 2025

Mr. Michael James
770 Point Basse Drive
Ste. Genevieve, MO 63670

Re: Program: Tokio Marine HCC - Public Risk Group
Our Insured: City of Ste. Genevieve
Date of Loss: 4/4/2025
Our Claim No: OPM-24-14045

Dear Mr. James:

Tokio Marine HCC - Public Risk Group administers insurance claims on behalf of U.S. Specialty Insurance Company (collectively referred to herein as "USSIC") which provides insurance coverage for the City of Ste. Genevieve ("City"). We received your claim in which you allege to have sustained property damage on or about April 4, 2025, when you assert that the City's sewer system back flowed into your home.

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Sincerely,

Marie Koll, AIC
Claims Adjuster

cc: City of Ste. Genevieve, Mr. Happy Welch, hwelch@stegenevieve.org
Connell Insurance, Inc., Ms. Becky Cummings, bcummings@connell.com



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May 29, 2025

VIA EMAIL ONLY steve@goldenmgt.com

Mr. Steve Goldenberg
Sainte Genevieve Manor Apartments
797 Parkwood Drive
Ste. Genevieve, MO 63670

Re: Program: Tokio Marine HCC - Public Risk Group
 Our Insured: City of Ste. Genevieve
 Date of Loss: 4/4/2025
 Our Claim No: OPM-24-14045
 Loss Location: 733 Parkwood Drive, Ste. Genevieve, Missouri 63670

Dear Mr. Goldenberg:

Tokio Marine HCC - Public Risk Group administers insurance claims on behalf of U.S. Specialty Insurance Company (collectively referred to herein as "USSIC") which provides insurance coverage for the City of Ste. Genevieve ("City"). We received your claim in which you allege to have sustained property damage on or about April 4, 2025, when you assert that the City's sewer system back flowed into your building.

Our investigation of this claim found no liability on behalf of the City. The cause of loss was an act of nature. The City experienced heavy rains for several days that surcharged its sewer system. The City has no control over the weather conditions and/or the resulting property damage. Also, the City had no prior notice of any issues within its sewer system. Upon notice, the City responded that the main was not blocked. When the rain subsided, the water drained. The City did not cause and/or contribute to the sewer backup. In Missouri, a municipality has no liability unless it knew, or should have known, of the existence of the defect and had a reasonable amount of time to repair the defect. In the absence of liability on behalf of the City of Ste. Genevieve, Tokio Marine HCC - Public Risk Group is denying your property damage claim.

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Sincerely,

Marie Koll, AIC
Claims Adjuster

cc: City of Ste. Genevieve, Mr. Happy Welch, hwelch@stegenevieve.org
 Connell Insurance, Inc., Ms. Becky Cummings, bcummings@connell.com

Staff Report

June 26, 2025



To: Board of Aldermen
From: Happy Welch
Re: Expansion of School Zone

Issue:

In an effort to reduce speeding from school traffic, the mayor recommended expanding the school zone and adjusting fines in those zones to reduce speeding from morning and afternoon school traffic. This is most noticeable on 5th St. from Market to Jefferson.

Mark Bishop did a review of what state statute allows and the board can readjust the school zone and increase the minimum fines.

The school zone could expand out to Market Street on 5th, 8th, and 9th Sts., and the fine could be set at \$250 minimum plus court costs if someone is speeding in that zone. A school zone could also be established for Valle Schools.

Fines could also be increased for construction zones as well to discourage speeding when crews are working.

Recommendation:

Recommend establishing the school zone as attached and installing new signage before the start of the 2025-26 school year.

City of Ste. Genevieve: Total Composite Map

7.9788213 - 90.0591533 Degrees

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- [SemoRPC](#)

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Section 302.060 School Zone Speed Limits.

- A. Definitions. As used in this Section, unless the context otherwise indicates, the following terms mean:

SCHOOL ZONE

Any highway in an area within, bordering or near an elementary school, high school or college which is physically marked and identified as a school zone by the City of Ste. Genevieve as an area near a school, beginning at the point where appropriate signs indicate that the area is a school zone.

HIGHWAY

Any public thoroughfare for vehicles, including State roads, County roads and public streets, avenues, boulevards, parkways or alleys.

- B. No person shall operate a motor vehicle upon any highway or in any school zone at a rate of speed in excess of the speed limit for such school zone. The City Administrator, or his or her designee, is authorized to post signage within any school zone indicating the speed limit for such school zone.
- C. Upon a conviction or plea of guilty by any person for a speeding violation in a school zone, said person shall be assessed a fine of at least Two Hundred Fifty Dollars (\$250.00), in addition to any other fines or court costs authorized by law.

Section 302.070 Construction Zone or Work Zone Speed Limits.

- A. Definitions. As used in this Section, unless the context otherwise indicates, the following terms mean:

CONSTRUCTION ZONE OR WORK ZONE

Any area upon or around any highway which is visibly marked by the Missouri Department of Transportation, Ste. Genevieve County, and/or the City, or a contractor working for the Missouri Department of Transportation, Ste. Genevieve County, and/or the City as an area where construction, maintenance, or other work is occurring, including the lanes of a highway leading up to the area upon which an activity described in this Subsection is being performed.

HIGHWAY

Any public thoroughfare for vehicles, including State roads, County roads and public streets, avenues, boulevards, parkways or alleys.

- B. No person shall operate a motor vehicle upon any highway or in any construction zone or work zone at a rate of speed in excess of the speed limit for such construction zone or work zone. The City Administrator, or his or her designee, is authorized to post signage within any construction zone or work zone indicating the speed limit for such construction zone or work zone.
- C. Upon a conviction or plea of guilty by any person for a speeding violation in a construction zone or work zone, said person shall be assessed a fine of at least Two Hundred Fifty Dollars (\$250.00), in addition to any other fines or court costs authorized by law.