



PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated as of October 7, 2025 (the “**Amendment Date**”), modifies the Order Form executed by City of Ste. Genevieve, Missouri (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about October 25, 2024 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

- 1. The Term of the Order Form will be renewed for 12 months starting October 25, 2025 (“**Renewal Date**”).
- 2. Starting on the Renewal Date, the Annual License Fee will increase, from \$5,000 to \$5,250.
- 3. Customer will receive an invoice for this upcoming Additional Term on the Renewal Date
- 4. In all other respects, the Order Form shall remain in full force and effect.

|                                  |                   |
|----------------------------------|-------------------|
| City of Ste. Genevieve, Missouri | Placer Labs, Inc. |
| By:                              | By:               |
| Name:                            | Name:             |
| Title:                           | Title:            |



cochraneng.com

St. Louis | Kansas City | Union | Wentzville | Ozark | Osage Beach | Farmington

October 17, 2025

Mr. David Bova  
Assistant City Administrator  
Ste. Genevieve, Missouri

RE: Recommendation of Award  
St. Mary's Road Sidewalk

Dear Mr. Bova,

This letter is to advise that Cochran has reviewed the bids received for the above-referenced project. A total of seven bids were submitted. After careful consideration and analysis of the bid tabulation, it is our recommendation that the City award the project to Kimes Contracting, LLC. Their bid was the lowest received, and they appear to be a responsible and qualified firm, capable of performing the required work based on past performance.

The bid submitted by Kimes Contracting in the amount of \$118,386.50 is below the engineer's estimate. A review of the required documentation and bonds submitted with their bid indicates that all items are in compliance with the terms and conditions outlined in the Bid Proposal.

Enclosed for your use are the draft contract with Kimes Contracting and the bid tabulation. Please note that the bid tabulation should not be made available to the public until MoDOT has approved the award. Both the City and MoDOT must approve the award to Kimes Contracting, so the contract execution process may not begin until MoDOT has concurred with the award.

Please let me know if you have any questions or require any additional information.

Sincerely,

A handwritten signature in blue ink that reads 'Mike D. Spalding'.

Mike D. Spalding  
Senior Project Manager

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROPOSAL FOR PROFESSIONAL SERVICES WITH COCHRAN ENGINEERING FOR A CITY WIDE PAVING PROGRAM.**

**WHEREAS**, the City of Ste. Genevieve ("City") has determined a need for a City-Wide Paving Program; and

**WHEREAS**, the Missouri Department of Transportation "on-call list" doesn't require bids for agreements under \$200,000 for engineering; and

**WHEREAS**, Cochran Engineering has kept their rates at or below 4% of the cost of the project; and

**WHEREAS**, Cochran Engineering has submitted a proposal for professional services; and

**WHEREAS**, the Board of Aldermen believe it to be in the best interests of the City to accept the proposal for professional engineering services from Cochran Engineering.

**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; the Proposal hereby accepted and approved in substantially the form of Exhibit "A" attached hereto.

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

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

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

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

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025 BY A  
ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:**

|                               | <b>VOTE</b> |
|-------------------------------|-------------|
| <b>Alderwoman Amie Dobbs</b>  | _____       |
| <b>Alderman Patrick Fahey</b> | _____       |
| <b>Alderman Bob Donovan</b>   | _____       |
| <b>Alderman Sam Hughey</b>    | _____       |
| <b>Alderman Jeff Eydmann</b>  | _____       |
| <b>Alderman Teddy Ross</b>    | _____       |
| <b>Alderman Joe Steiger</b>   | _____       |
| <b>Alderman Joe Prince</b>    | _____       |

\_\_\_\_ Ayes \_\_\_\_ Nays \_\_\_\_ Absent

Approved as to form:

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

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

ATTEST:

Reviewed by:

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

\_\_\_\_\_  
Interim City Administrator, David Bova



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

October 18, 2025

Mr. David Bova  
Interim City Administrator  
City of Ste. Genevieve  
165 S. 4<sup>th</sup> Street  
Ste. Genevieve, MO 63670

RE: Proposal – 2026 Water Main Replacement and Paving Project

Dear Mr. Bova:

Thank you for the opportunity to submit this proposal for professional services related to the above-referenced project. In accordance with our previous discussions, Cochran is pleased to offer the following professional services based on the attached 2026 Water Main Replacement and Paving Map, and a total construction budget of \$2,530,000. This budget includes the following estimated components: asphalt paving (\$1,600,000), water main replacement (\$630,000), and concrete pavement replacement (\$300,000).

SCOPE OF WORK:

**A. Design and Bidding Phase Services – :**

- a) Perform pavement coring, as needed, to determine existing asphalt and pavement thickness; prepare a project manual, construction plans, specifications, job special provisions, detail sheets, and a complete set of bidding documents for the roadway improvements shown on the attached 2026 Water Main Replacement and Paving Project map.
- b) Attend meetings as necessary.
- c) Bidding Phase Services –
  - Make copies and distribute bid packages to contractors.
  - Answer contractor's questions during bidding and issue addenda (if required)
  - Conduct the bid opening and review submitted contractor bids, investigate low bidder(s) as required to evaluate their competency, and consult with the City on award of bid.

**B. Construction Phase Services**

- a) Serve as City's representative for administering the terms of the construction contract for the 2026 Water Main Replacement and Paving Project.

8 East Main Street  
Wentzville, MO 63385  
Phone: 636-332-4574  
Fax: 636-327-0760

737 Rudder Road  
Fenton, MO 63026  
Phone: 314-842-4033  
Fax: 314-842-5957

530A East Independence Drive  
Union, MO 63084  
Phone: 636-584-0540  
Fax: 636-584-0512

**1163 Maple Street**  
**Farmington, MO 63640**  
**Phone: 573-315-4810**  
**Fax: 573-315-4811**

767 North 20th Street  
Ozark, MO 65721  
Phone: 417-595-4108  
Fax: 417-595-4109

905 Executive Drive  
Osage Beach, MO 65065  
Phone: 573-525-0299  
Fax: 573-525-0298

[www.cochraneng.com](http://www.cochraneng.com)

- a. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
- b. Reject work not conforming to the project documents.
- c. Perform on-site nuclear density testing, and laboratory testing of loose mix samples.
- d. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
- e. Measure and document quantities, and review estimates for payments due the Contractor
- f. Inspect materials and review material certifications furnished by the Contractor.

FEE:

1. The total amount of fee to be paid for the Scope of Services, Item 1 – "Design and Bidding Phase Services" as outlined in this proposal shall be a lump sum fee of \$101,200.00.
2. The total amount of fee to be paid for the Scope of Services, Item 2 – "Construction Phase Services" as outlined in this proposal shall be a lump sum fee of \$126,500.00.

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 fifteen (15) days of submission of invoices.
2. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
3. 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.
4. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

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:

The terms and conditions of this contract shall apply to all work performed for the benefit of the project, any contiguous property that may be acquired at a later date, and any work performed off the site that benefits the project (permits, licenses, easements, etc.). 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** initializing **ALL** other pages. Return one (1) copy for our contract files. If you have any questions or changes regarding this proposal, please contact me at 314-220-7016. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED AT COCHRAN'S OPTION.

Sincerely,



David Christensen, P.E.  
**Vice President**

Acceptance:

**City of Ste. Genevieve**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Cochran Terms & Conditions

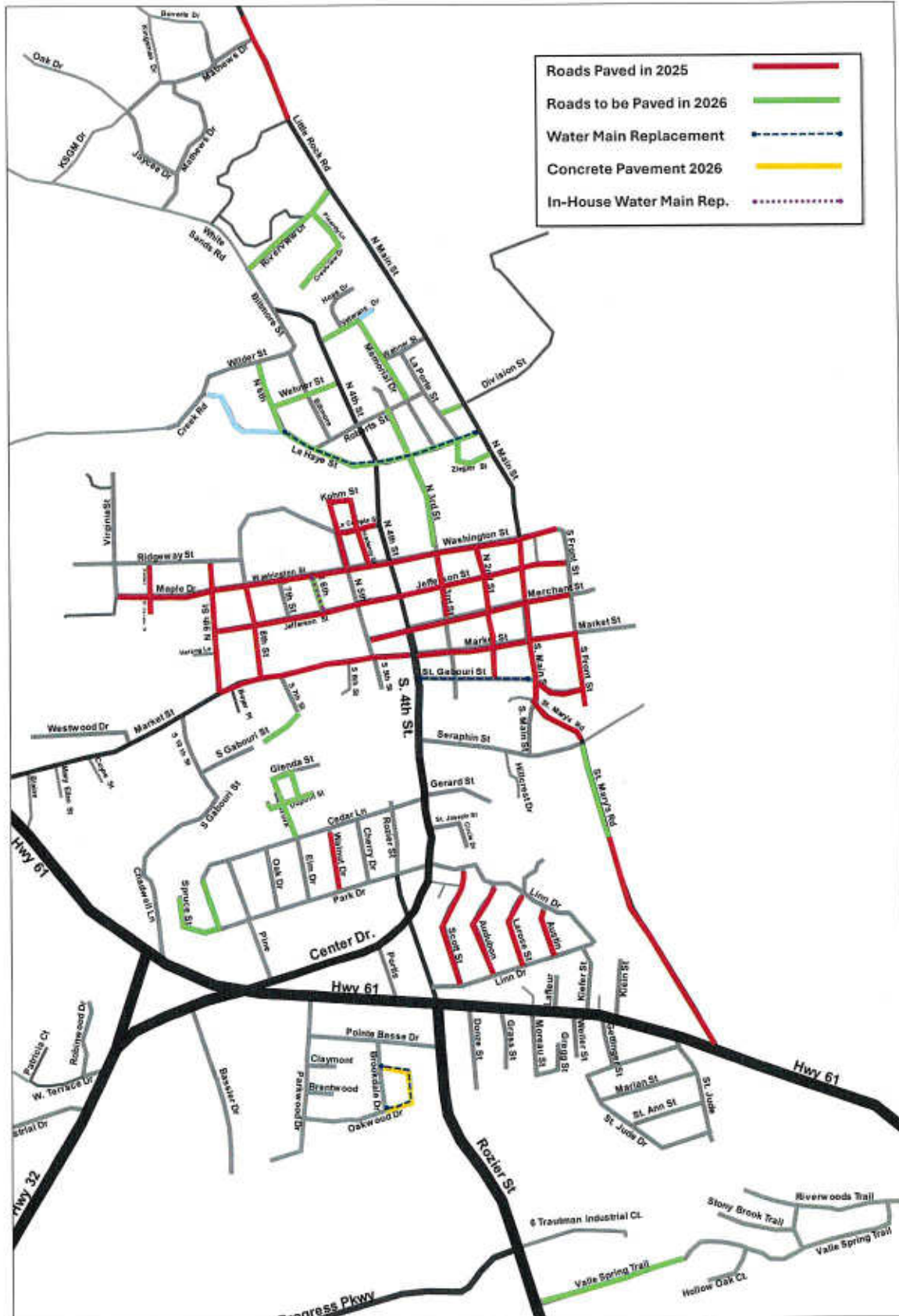
## **COCHRAN STANDARD TERMS AND CONDITIONS**

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.
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. The venue for any litigation arising out of claims associated with this agreement shall be the Circuit Court of Ste. Genevieve County.
24. In the event of any dispute, claim, 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. The determination shall be made by reviewing the claims resolved at trial (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 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 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 shall take into consideration any settlement offers or demands made prior to trial or arbitration.

## Proposed Ste. Genevieve 2026 Water Main and Paving Project



# MEMO

TO: Mayor & Board of Aldermen

FROM: City Treasurer

DATE: October 20, 2025

RE: Bill No 4695

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This Budget Amendment is to reclassify the Proposition S Bonds moving them from fund 21 (Transportation) to fund 70 (Capital Projects) per recommendation from our auditors.

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**BILL NO. 4695**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO THE RECLASSIFICATION OF BONDS.**

**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**, in order to ensure proper fund classification within the accounting system 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 the reclassification of bonds 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:** \_\_\_\_\_.

**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 SAM HUGHEY  
ALDERMAN JEFF EYDMANN  
ALDERMAN JOE STEIGER  
ALDERMAN JOE PRINCE  
ALDERMAN TEDDY ROSS**

|       |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |
| _____ |

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

Approved as to form:

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

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

SEAL

Reviewed by:

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

\_\_\_\_\_  
David Bova, Interim City Administrator

"Exhibit A"

| Account Name               | Account Number | Fund                      | FY 2025<br>Adopted<br>Budget | FY 2025<br>Proposed<br>Budget<br>Amendment |
|----------------------------|----------------|---------------------------|------------------------------|--------------------------------------------|
| Bond Proceeds              | 21-04-4509     | Transportation Trust Fund | \$ 9,716,000                 | \$ -                                       |
| Proposition S Improvements | 21-21-8004     | Transportation Trust Fund | \$ 4,500,000                 | \$ -                                       |
| Bond Proceeds              | 70-04-4509     | Capital Projects Fund     | \$ -                         | \$ 9,716,000                               |
| Proposition S Improvements | 70-70-8004     | Capital Projects Fund     | \$ -                         | \$ 1,693,407                               |

**BILL NO. 4696**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2026 BUDGET RELATING TO THE 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 2026 Budget which was adopted before October 1, 2025, the City of Ste. Genevieve has a need to amend the Fiscal Year 2026 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 2026 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:** \_\_\_\_\_.

**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**

|                               |       |
|-------------------------------|-------|
| <b>ALDERWOMAN AMIE DOBBS</b>  | _____ |
| <b>ALDERMAN PATRICK FAHEY</b> | _____ |
| <b>ALDERMAN BOB DONOVAN</b>   | _____ |
| <b>ALDERMAN SAM HUGHEY</b>    | _____ |
| <b>ALDERMAN JEFF EYDMANN</b>  | _____ |
| <b>ALDERMAN JOE STEIGER</b>   | _____ |
| <b>ALDERMAN JOE PRINCE</b>    | _____ |
| <b>ALDERMAN TEDDY ROSS</b>    | _____ |

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

Approved as to form:

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

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

SEAL

Reviewed by:

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

\_\_\_\_\_  
David Bova, Interim City Administrator

"Exhibit A"

FY 2026

FY 2026

Adopted

Proposed

Budget

Budget

Amendment

Account Name

Account Number

Fund

|                            |            |                           |              |            |
|----------------------------|------------|---------------------------|--------------|------------|
| Transfer Out               | 21-91-9000 | Transportation Trust Fund | \$ 469,695   | \$ 255,226 |
| Proposition S Improvements | 21-21-8004 | Transportation Trust Fund | \$ 3,500,000 | \$ -       |

|                             |            |            |            |            |
|-----------------------------|------------|------------|------------|------------|
| Infrastructure Improvements | 30-30-8000 | Water Fund | \$ 193,956 | \$ 418,956 |
| Capital Land/Buildings      | 30-30-8010 | Water Fund | \$ 309,900 | \$ 84,900  |
| Water Well Improvements     | 30-30-8100 | Water Fund | \$ 21,500  | \$ 28,000  |

|                           |            |                   |      |            |
|---------------------------|------------|-------------------|------|------------|
| Proposition S Tax Revenue | 50-04-4003 | Debt Service Fund | \$ - | \$ 215,000 |
|---------------------------|------------|-------------------|------|------------|

|                            |            |                       |      |              |
|----------------------------|------------|-----------------------|------|--------------|
| Proposition S Improvements | 70-70-8004 | Capital Projects Fund | \$ - | \$ 3,500,000 |
|----------------------------|------------|-----------------------|------|--------------|

**BILL NO. 4697**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AUTHORIZING  
THE INTERIM CITY ADMINISTRATOR TO EXECUTE A ONE YEAR CONTRACT  
FOR AUDITING SERVICES WITH BEUSSINK, HEY, ROE & STRODER, LLC  
CERTIFIED PUBLIC ACCOUNTANTS.**

**WHEREAS**, the City of Ste. Genevieve ("City") had entered into a three year auditing service agreement with Beussink, Hey, Roe & Stroder, LLC ("Beussink") in 2022 for Fiscal Year 2022, 2023 & 2024; and

**WHEREAS**, the City desires to retain the services of Beussink for an additional one-year term to perform the annual audit for fiscal year 2025; and

**WHEREAS**, Beussink has proposed to extend its services for one year under substantially the same terms and condition of the original agreement; and

**WHEREAS**, City staff reviewed the current proposal and is recommending the City execute a one year contract with Beussink for auditing services related to Fiscal Year 2025.

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

**SECTION 1.** The Interim City Administrator of the City of Ste. Genevieve is hereby authorized and directed to execute and enter into a contract with Beussink, Hey, Roe & Stroder, LLC. of Cape Girardeau, Missouri for a one year annual auditing service in substantially the form attached as Exhibit "A" and incorporated herein by reference for the budget year ending September 30, 2025.

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

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

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

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

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

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY A ROLL CALL VOTE AS FOLLOWS:

|                         | VOTE  |
|-------------------------|-------|
| ALDERWOMAN AMIE DOBBS   | _____ |
| ALDERMAN PATRICK FAHEY  | _____ |
| ALDERMAN ROBERT DONOVAN | _____ |
| ALDERMAN SAM HUGHEY     | _____ |
| ALDERMAN JEFF EYDMANN   | _____ |
| ALDERMAN TEDDY ROSS     | _____ |
| 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

\_\_\_\_\_  
David Bova, Interim City Administrator

# BEUSSINK, HEY, ROE & STRODER, L.L.C.

## *Certified Public Accountants*

DEBRA BEUSSINK EUDY, CPA

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October 16, 2025

Ms. Pam Meyer, City Clerk  
City of Ste. Genevieve, Missouri  
165 South Fourth Street  
Ste. Genevieve, Missouri 63670

Dear Pam:

We are pleased to confirm our understanding of the services we are to provide City of Ste. Genevieve, Missouri for the year ended September 30, 2025.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of Ste. Genevieve, Missouri as of and for the year ended September 30, 2025.

We have been engaged to report on supplementary information that accompanies the City of Ste. Genevieve, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Budgetary Comparison Schedules
2. Combining Nonmajor Fund Financial Statements

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting and to report on the fairness of the supplementary information

referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditors' Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Ste. Genevieve, Missouri and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting

or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud

may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Ste. Genevieve, Missouri's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the modified cash basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about

your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings,

conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the City of Ste. Genevieve, Missouri in conformity with the modified cash basis of accounting based on information provided by you. We have also been requested to assist the City with the mechanical computations of depreciation for the City's capital assets. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will locate any documents selected by us for testing.

We will provide copies of our reports to the City Clerk and City Treasurer of the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Beussink, Hey, Roe & Stroder, L.L.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain federal or state agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Beussink, Hey, Roe & Stroder, L.L.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned

parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the certain federal or state agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Jeffrey C. Stroder, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$24,000 for the year ended September 30, 2025. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of City of Ste. Genevieve, Missouri's financial statements. Our report will be addressed to the Mayor and Board of Aldermen of the City of Ste. Genevieve, Missouri. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Ste. Genevieve, Missouri is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government*

*Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to the City of Ste. Genevieve, Missouri and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

BEUSSINK, HEY, ROE & STRODER, L.L.C.



Jeffrey C. Stroder, CPA

4433

RESPONSE:

This letter correctly sets forth the understanding of the City of Ste. Genevieve, Missouri.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BILL NO. 4698**

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KIMES CONTRACTING, LLC FOR THE "ST. MARYS ROAD SIDEWALK PROJECT TAP-9900(096) IN AN AMOUNT OF \$118,386.50.**

**WHEREAS**, the City of Ste. Genevieve ("City") has a need to contract with a qualified contractor for the **"ST. MARYS ROAD SIDEWALK PROJECT TAP-9900(096)";** and

**WHEREAS**, the City advertised for bids in *The Herald* newspaper, notified recent contractors used, and received a total of seven (7) proposals for the project; and

**WHEREAS**, the City accepted the low bid from Kimes Contracting, LLC in the amount of \$118,386.50 at the Board of Aldermen Meeting held on October 23, 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 "St. Marys Road Sidewalk Project TAP-9900(096)."

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

**SECTION 1.** The Owner-Contractor Agreement with Kimes Contracting LLC, 1405 Cortex Lane, Hillsboro, Missouri, for the amount of **one hundred eighteen thousand three hundred eighty-six dollars and fifty cents (\$118,386.50)** is hereby approved in substantially the form of Exhibit "A" attached hereto, to execute the "St. Marys Road Sidewalk Project TAP-9900(096)."

**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:** \_\_\_\_\_

**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 SAM HUGHEY  
ALDERMAN JEFF EYDMANN  
ALDERMAN TEDDY ROSS  
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

\_\_\_\_\_  
David Bova, Interim City Administrator

Ste. Genevieve, Missouri

St. Mary's Road Sidewalk

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TAP-9900(096)

City of Ste. Genevieve, Missouri  
165 S. 4<sup>th</sup> Street  
Ste. Genevieve, Missouri 63670

**CONTRACT**  
**AND**  
**BOND**  
**FOR**  
**CONSTRUCTING OR IMPROVING**

**St. Mary's Road – Seraphin Street to Hillside Lane**  
**Ste. Genevieve, Missouri**  
**Ste. Genevieve County**

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**OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Ste. Genevieve, Missouri (hereinafter called the "Owner") and \_\_\_\_\_, a \_\_\_\_\_ with offices located at \_\_\_\_\_, (hereinafter called the "Contractor").

The project is identified as St. Mary's Road Sidewalk, located in Ste. Genevieve, Missouri, Federal Project No. TAP-9900(096), (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 Contract, 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 Contract 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 **60** consecutive calendar days from and including the date of said written Notice to Proceed, or July 31, 2026, (whichever comes first), 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 **\$700.00** 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 **One Hundred Eighteen Thousand, Three Hundred Eighty-Six Dollars and Fifty Cents (\$118,386.50)**, 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, MoDOT 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. Job Special Provisions
- c. The Drawings identified as follows:  
City of Ste. Genevieve, Missouri, St. Mary's Road Sidewalk, TAP-9900(096),
- d. 2024 edition of the Missouri Standard Specifications for Highway Construction
- e. Missouri Standard Drawings for Highway Construction
- f. Performance and Payment Bond
- g. State Wage Determination
- h. 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: \_\_\_\_\_

Kimes Contracting, LLC  
(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

(SEAL)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACTOR'S ACKNOWLEDGEMENT

**1. Form to be used if Contractor is an Individual.**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_, the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**2. Form to be used if Contractor is a partnership or unincorporated company.**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_, the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

3. *Form to be used if Contractor is a corporation*

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_, the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_.