

COMMUNICABLE DISEASES

Policy Statement

The Purpose of this policy is to provide guidelines for City Employees in preventing the contraction of communicable diseases. This policy will be augmented by individual department policies which will further delineate procedures necessary to meet departmental responsibilities without sacrificing personal safety.

Policy

- A. The policy of the City is to safeguard employees, and the public, who may come in contact with the people who have, or are suspected of having, a communicable disease.
- B. Employees are responsible for treating people fairly and humanely. When handling or assisting persons with medical afflictions, employees must be sensitive towards the person's condition and treat the person with respect.
- C. Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. When differentiation between body fluid types is difficult or impossible, all body fluids shall be considered potentially infectious materials. All employees will utilize universal precautions.
- D. Information regarding an employee, arrest, or any person with a communicable disease is confidential. Access to such information is limited to staff who have a legal need to know. Written consent of the individual must be obtained prior to release of information except as required by law.
- E. Any exposure to a specific communicable disease not addressed by this policy shall follow the CDC guideline for that disease, i.e. HIV, Tuberculosis, COVID, SARS, etc.
- F. The city will appoint an infectious disease officer responsible for administration/implementation of this policy and their job description will reflect this new responsibility.

A copy of this program is located in the city's Loss Control Manual which each employee has been given a copy. If an employee needs an additional copy of their Loss Control Manual, please contact the city and another copy will be made available.

Procedures

Citywide Engineering and Work Practice Controls

- Employers shall provide handwashing facilities which are readily accessible to employees.
- When provision of handwashing facilities is not feasible, the employer shall provide either an appropriate antiseptic hand cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. When antiseptic hand cleansers or towelettes are used, hands shall be washed with soap and running water as soon as feasible.

- Employers shall ensure that employees wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
- Employers shall ensure that employees wash their hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials.
- All work areas should be kept clean and sanitary.
- All sharps must be disposed of in an approved sharps container.
- PPE must be worn anytime there is a potential for handling blood or OPIM.

Supplies

When there is occupational exposure, the city shall provide, at no cost to the employee, appropriate personal protective equipment. Personal protective equipment will be considered "appropriate" only if it does not permit blood or other potentially infectious materials to pass through to or reach the employee's work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous membranes under normal conditions of use and for the duration of time which the protective equipment will be used.

The city shall ensure that appropriate personal protective equipment in the appropriate sizes is readily accessible at the worksite or is issued to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to those employees who are allergic to the gloves normally provided.

Each City department must maintain a supply of protective equipment for the hazards likely to be encountered.

Protective supplies will consist of, but are not limited to, the following items:

- Disposable latex gloves.
- Protective face mask that covers the nose and mouth area.
- Eye protection with vapor proof side shields.
- Barrier resuscitation equipment.
- Containers for disposal of needles and other "sharps".
- Leather gloves for cleanup where puncture hazards exist.
- Heavy duty clean up gloves for disinfection of contaminated equipment.
- Scrub brushes for use in disinfection procedures.
- Protective gowns for use during treatment or disinfection procedures.
- Barrier tape for isolating contaminated areas.
- Sealable plastic "Bio-Hazard" bags.

When City issued or personal property is contaminated by blood or bodily fluids, employees will disinfect the items in accordance with this policy.

Full protective equipment including protective equipment, protective eyewear, protective gloves, protective gown, and protective face mask must be worn for disinfection operations.

Contaminated equipment should be washed with a soap and water solution prior to disinfection to remove excess contamination.

Contaminated equipment must be disinfected with a 1:10 solution of bleach and water.

Fluids used during disinfection procedures will be disposed of in the sanitary sewer system.

Disinfected items will be washed thoroughly and wiped with disinfection solution and allowed to air dry before being returned to service.

Items that cannot be adequately disinfected will be sealed in a "Bio-Hazard" bag and delivered to the Infection Control Officer for disposal.

Contaminated clothing must be either spot cleaned with solution or sealed in a "Bio-Hazard" bag for disposal by the Infection Control Officer."

If it is determined that effective disinfection is not practical the employee will be notified by the Infection Control Officer, or immediate supervisor, to submit documentation for replacement of the articles. Documentation must include the time, date, and incident at which the articles became contaminated.

A change of clothing will be made available for the employee if his personal clothing becomes contaminated. In those departments where contamination is a daily hazard, employees are encouraged to keep a change of clothing in their work areas.

Contaminated needles and other contaminated sharps shall not be bent, recapped, or removed. Shearing or breaking of contaminated needles is prohibited.

Immediately or as soon as possible after use, contaminated reusable sharps shall be placed in appropriate containers until properly reprocessed. These containers shall be:

- Puncture resistant.
- Closable
- Leakproof on the sides and bottom.
- Maintained upright.
- Not allowed to be overfilled.
- Warning labels shall be affixed to containers of regulated waste. Labels should include the following legend:
- These labels shall be fluorescent orange or orange-red or predominantly so, with lettering and symbols in a contrasting color.
- Red bags or red containers may be substituted for labels.

Vehicle Contamination

Disinfection procedures and equipment for vehicular decontamination is the same as those used for equipment disinfection.

Whenever possible the Infection Control Officer should oversee the disinfection of a vehicle.

Any excess contaminants should be disposed of in a sanitary sewer whenever possible.

Clean up rags and excess contaminants must be placed in a sealed "Biohazard" bag and a disposed of in accordance with City Policy.

Care should be taken when cleaning the seat, floor, or other areas where liquids may immigrate.

Contamination of Individuals

The City accident report will be completed whenever an employee is contaminated or has reason to believe he/she has been contaminated.

An "Exposure Report Form" must be completed by the employee detailing all information relative to the contamination situation.

The Infection Control Officer, or officer in command if the Infection Control Officer is not present, will direct the employee to what testing procedures will be conducted to verify/disprove contamination.

Information received regarding exposure or possible exposure is confidential.

Training

City employees who face the possibility of occupational exposure to communicable diseases will receive initial and annual training in their individual departments.

The Infection Control Officer is responsible for developing an ongoing training program to explain the hazards present and appropriate preventative measures. In addition, the training program covers, at a minimum, the following elements:

- An explanation of the city's ECP and how to obtain a copy.
- An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes an exposure incident.
- An explanation of the use and limitations of engineering controls, work practices, and PPE.
- An explanation of the types, uses, location, removal, handling, decontamination, and disposal of PPE.
- An explanation of the basis for PPE selection.
- Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge.
- Information on the appropriate actions to take and people to contact in an emergency involving blood or OPIM.
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.

- Information on the post-exposure evaluation and follow-up that the employer is required to provide for the employee following an exposure incident.
- An explanation of the signs and labels and/or color coding required by the standard and used.
- An opportunity for interactive questions and answers with the person conducting the training session.

The Infection Control Officer will document training given and provide such documentation to the Risk Management Coordinator. The training records include:

- The dates of the training sessions.
- The contents or a summary of the training sessions.
- The names and qualifications of the people conducting the training.
- The names and job titles of all the people attending the training sessions.

EXPOSURE REPORT FORM

EXPOSED EMPLOYEE INFORMATION

Name: _____ Home Phone: _____

Social Security Number: _____

Address: _____

City: _____ Zip Code: _____

City Department: _____ Job Title: _____

INCIDENT INFORMATION

Incident Number: _____ Date: _____

Incident Type: _____

EXPOSURE DESCRIPTION

Exposure Date: _____ Exposure Time: _____

1. What body fluids were you in contact with?

Blood: _____ Feces: _____ Saliva: _____ Sputum: _____

Sweat: _____ Tears: _____ Urine: _____ Vomitus: _____

Other (describe): _____

2. What was the method of contact:

Needle stick with contaminated needle.

Blood or body fluids into natural body opening (e.g., nose, mouth, eye).

Blood or body fluids into cut, wound, sores, or rashes less than 24 hours old.

Please specify:

Blood or body fluids on intact skin.

Other (describe specifically): _____

3. How did the exposure occur? Be specific:

4. What action was taken in response to the exposure to remove the contamination (e.g. hand washing)?
5. What personal protective equipment was being used at the time of exposure?
6. Please describe any other information related to the incident. Use a separate piece of paper if needed:

SOURCE OF EXPOSURE

Name of Person (source of exposure):

Sex: Receiving Health Care Facility:

Transported by:

Persons Physician:

MEDICAL INFORMATION

1. Did you seek medical attention? Date:

If yes, where?

2. Did you contact Infection Control Officer?

If yes, give date and time:

Name of Infection Control Officer:

EMPLOYEE SIGNATURE

DATE

INFECTION CONTROL OFFICER'S SIGNATURE

DATE

COMMUNICABLE DISEASE FOLLOW-UP NEEDED? YES

NO

COMMUNICABLE DISEASE EXPOSURE FOLLOW-UP FORM

Employee Name:

Exposure Date:

Incident Number:

Exposure Time:

Exposure Source:

Patients Communicable Disease Diagnosis:

How was this diagnosis made known? Source name and phone number:

Date diagnosis was made known to you:

Has employee ever received appropriate vaccination(s)? Yes No

If yes, which vaccination and when?

Please document all interaction (telephone, verbal, correspondence, or other) with employee or source (patient) treatment facility concerning this exposure:

DATE, SUMMARY OF PERSON CONTACTED, COMPANY, DISCUSSION, ETC.

SEWER BACKUP POLICY

- A. The City of Sainte Genevieve will investigate all sewer backups immediately upon notice to determine the cause of the overflow and identify any corrective action.
- B. In the event of a sewer backup the City shall immediately advise the homeowner of the following emergency procedures to take to protect his or her property and minimize any damage. Always remind the homeowner that he or she has a personal duty to protect their own property, regardless of who pays for it.
 - 1. The City will notify its insurer.
 - 2. The homeowner shall contact their insurance agent for guidance on submitting a claim to their insurer.
 - 3. Photographs should be taken of the backup both prior to and after removing the water and sewage.
 - 4. All water and sewage should be immediately removed from the basement.
 - 5. Remove all wet rugs, clothes, boxes, and other items from the basement area.
 - 6. A professional carpet cleaning service should be called immediately to extract the water from the carpet, and then clean and deodorize the carpet.
 - 7. If the water was high enough to involve a motor on a furnace or electrical appliance, a reputable repair service should be called in to remove the motor and have it dried. In most cases a motor can be dried without incurring any damage to the motor.
 - 8. All concrete floors or tile floors should be washed down with fresh water, and then washed with a strong germ killing and odor killing solution.
 - 9. All items such as sewing machines, typewriters, etc. that have finely machined parts should be taken immediately to a repair facility so that they may be cleaned and oiled.
 - 10. All items contained inside a wet box should be removed and dried, and the boxes thrown out.
 - 11. All wood furniture and wood items should be thoroughly dried and wiped with an oil base wood polish.
 - 12. All wet paper items should be removed from the basement and stored outside or disposed of depending on the value.

13. The basement area should then be properly dried through ventilation, use of floor fans, and a dehumidifier if available. Floor fans and dehumidifiers can be rented from a local rental shop.
14. Instruct the homeowner to stop at that point and contact their insurance carrier or the City's insurer concerning inspecting the remaining damage, if any, and obtaining further instructions about repair or replacement. DO NOT throw anything out, except for inexpensive paper products until the insurers have had a chance to inspect them.
15. Should the homeowner refuse to cooperate with these emergency measures, the homeowner should be informed that if damage occurs because of their delay, that portion of their loss will not be covered. By law, the homeowner has the duty to minimize the damage regardless of the fault or who is paying for the loss.

Following notice received by the City, a log entry will be completed, and notice will be forwarded to the sewer department. Upon arrival at the site, procedures will be undertaken to determine if the overflow is a result of blockage of the city main.

If the city main does not appear to be blocked, then the line shall be inspected using the sewer camera with the results recorded. The homeowner shall be immediately contacted and informed that the blockage is not in the city main. The homeowner may watch the video taping process if they so desire. Under no circumstance will the city employees attempt to clean the residential service line. A report shall be completed of the incident with the actions taken noted and the video tape number listed.

If the city main is found to be blocked the city will take photographs of the interior in all effected houses prior to and after reopening the main. Appropriate methods to identify and remove the blockage shall be undertaken. A screen shall be inserted into the downstream manhole to retrieve and remove any material dislodged. The main shall then be cleaned and inspected using a camera to determine that it is fully cleaned and in satisfactory condition. Repeated cleaning shall be conducted as necessary until the line is found to be fully cleaned. A report shall be completed of the incident with the actions taken noted. The cause of the blockage shall be identified (i.e. root growth, grease buildup, foreign object) and any contributing factors listed (i.e. cracked, damaged, or collapsed pipe, offset bell, intruding connection, insufficient slope or etc.). The appropriate, reasonable method to prevent reoccurrence shall also be listed (i.e. replace pipe, repair connection, etc.). In the event of a grease build up or a foreign object in the line then actions shall be taken to determine the source. The line shall be placed on a routine preventive maintenance schedule until corrective actions can be taken to prevent reoccurrence.

All reports shall be forwarded to MIRMA within two days for claims processing. Any additional information shall be provided, even if there has been a significant amount of time between when the claim was reported and when the new information was learned. Even if the claim has closed, we may still have subrogation possibilities.

OCCUPATIONAL ILLNESS AND INJURY CONTROL

In addition to methods cited previously, there are several steps which can be taken to reduce the possibility of occupational illness and injuries.

PHYSICAL FITNESS

The fitness of each employee is the key in preventing personal injuries. Employees are encouraged to maintain good health and exercise habits.

FIRST-AID TREATMENT FOR SICK OR INJURED EMPLOYEES

1. Injuries, regardless of how minor, must be reported to the supervisor and call Clinical Care 24. If the supervisor is not available, the injured employee should contact Clinical Care 24 and follow their instruction and then report the injury to their supervisor. The supervisor must see that the injured employee seeks first aid or medical treatment.
2. The family of an employee who is seriously ill or injured must be promptly notified by the supervisor or his/her representative.
3. The Department Director, Risk Management Coordinator, and City Administrator shall be notified by the supervisor or his/her representative.

Clinical Care 24 Telephonic Case Management Program

Program facilitates immediate telephonic nurse contact on a 24/7 basis for injured employees while providing immediate accident reporting to the Member representative and MIRMA as soon as accidents are reported. Telephonic nurse contact will assess and advise employee of the most prudent course of medical treatment. Nurse will triage patient care to ensure appropriate and timely medical care while minimizing any lost time of regular work hours. Telephonic nurse follow up with injured employee and authorized medical provider to assess appropriateness of care while coordinating information to MIRMA. The nurse will document contact in TPA claim system and complete the majority of the First Report of Injury.

It is not necessary to contact in the event of a catastrophic injury where immediate medical intervention is necessary.

EMERGENCY MEDICAL TREATMENT

If a serious injury occurs which requires medical treatment, administer first-aid as necessary and call an ambulance. In the event of an emergency medical situation, treatment should be obtained at the following: Ste. Genevieve Memorial Hospital

INTERACTION OF MEDICINE

An employee taking medication which causes dizziness, blackouts, drowsiness, double visions, impaired judgement, or other similar reactions shall not be allowed to work until treatment is completed, and the effects have dissipated.

INTOXICATION OF EMPLOYEES

An employee reporting to work who is obviously under the influence of alcohol or drugs shall be suspended immediately pending a thorough investigation. Upon evaluation of the facts and confirmation of a violation of work rules, the employee will be dealt with in accordance with the City's personnel regulations.

RESOLUTION 2026 -15

A RESOLUTION RE-APPOINTING BROCK GIBSON TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.

WHEREAS, Brock Gibson has agreed to serve a three year term on the Ste. Genevieve Tourism Tax Commission as the “Hotel/Motel Member” representative that will expire March, 2029.

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to re-appoint Mr. Gibson.

NOW THEREFORE, THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE DOES HEREBY CONSENT AND RESOLVE AS FOLLOWS:

Mr. Brock Gibson, is hereby appointed to the Ste. Genevieve Tourism Tax Commission this **12th** day of **February, 2026**.

The Mayor shall make this appropriate appointment to the Ste. Genevieve Tourism Tax Commission and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this **12th day of **FEBRUARY, 2026****.

Approved by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Pam Meyer, City Clerk

Reviewed by:

David Bova , City Administrator

RESOLUTION 2026-16

A RESOLUTION RE-APPOINTING AMANDA SCHWENT TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.

WHEREAS, Amanda Schwent has agreed to serve a three year term on the Ste. Genevieve Tourism Tax Commission as the “Local General Business Interests” representative and her term will expire in June, 2028.

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to re-appoint Ms. Schwent.

**NOW THEREFORE, THE BOARD OF ALDERMEN OF THE CITY OF STE.
GENEVIEVE DOES HEREBY CONSENT AND RESOLVE AS FOLLOWS:**

Ms. Amanda Schwent, is hereby appointed to the Ste. Genevieve Tourism Tax Commission this 12th day of February. 2026.

The Mayor shall make this appropriate appointment to the Ste. Genevieve Tourism Tax Commission and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this 12th day of FEBRUARY, 2026.

Approved by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

RESOLUTION 2026-17

A RESOLUTION RE-APPOINTING REBECCA MONIA TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.

WHEREAS, Rebecca Monia has agreed to serve a three year term on the Ste. Genevieve Tourism Tax Commission as the “Local General Business Interests” representative and her term will expire in January, 2029.

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to re-appoint Ms. Monia.

NOW THEREFORE, THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE DOES HEREBY CONSENT AND RESOLVE AS FOLLOWS:

Ms. Rebecca Monia, is hereby appointed to the Ste. Genevieve Tourism Tax Commission this **12th** day of **FEBRUARY, 2026**.

The Mayor shall make this appropriate appointment to the Ste. Genevieve Tourism Tax Commission and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this **12th** day of **FEBRUARY, 2026**.

Approved by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Pam Meyer, City Clerk

Reviewed by:

David Bova, City Administrator

RESOLUTION 2026-18

A RESOLUTION RE-APPOINTING BARBARA BASLER-PETERSON TO THE STE. GENEVIEVE PARKS AND RECREATION BOARD

WHEREAS, Barbara Basler-Peterson, 29 S. Gabouri Street, has agreed to be re-appointed to the Ste. Genevieve Parks & Recreation Board with a term that will expire in May, 2027; and

WHEREAS, the Mayor advises the Board of Aldermen of his recommendation to re-appoint Ms. Basler-Peterson.

**NOW THEREFORE, THE BOARD OF ALDERMEN OF THE CITY OF STE.
GENEVIEVE DOES HEREBY CONSENT AND RESOLVE AS FOLLOWS:**

Section 1. Ms. Barbara Basler-Peterson is hereby re-appointed to the Ste. Genevieve Parks and Recreation Board this 12th day of February, 2026.

Section 2. The Mayor shall make this appointment to the Parks and Recreation Board and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this 12th day of **FEBRUARY, 2026**.

Approved as to form by:

Brian Keim Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

BILL NO. 4705

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUPERIOR ROOFING STRATEGIES LLC FOR THE “WATER TREATMENT FACILITY ROOF REPAIRS PROJECT” IN AN AMOUNT OF \$28,757.88.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the “WATER TREATMENT FACILITY ROOF REPAIRS PROJECT”; and

WHEREAS, the City advertised for bids in *The Herald* newspaper, notified recent contractors used, and received a total of two (2) proposals for the project; and

WHEREAS, the City accepted the low bid from Superior Roofing Systems LLC in the amount of \$28,757.88 at the Board of Aldermen Meeting held on January 8, 2026; 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 “Construction Contract”, (Exhibit “A”) incorporated by reference in this Ordinance to execute the “Water Treatment Facility Roof Repairs Project.”

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

SECTION 1. The Construction Contract with Superior Roofing Strategies LLC of Bloomsdale, Missouri, for the amount of **twenty eight thousand seven hundred fifty-seven dollars and eighty-eight cents (\$28,757.88)** is hereby approved in substantially the form of Exhibit “A” attached hereto, to execute the “Water Treatment Facility Roof Repair Project.”

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
_____, 2026 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, City Administrator

CONSTRUCTION CONTRACT

PARTIES

This Construction Contract (the "Contract") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between:

CONTRACTOR: Superior Roofing Strategies LLC, a Missouri limited liability company, with its principal place of business at 91 Mill Hill Road, Bloomsdale, MO 63627 ("Contractor"); and

OWNER: City of Ste Genevieve, a Missouri municipal corporation, with its principal place of business at 165 S. 4th Street, Ste Genevieve, MO 63670 ("Owner").

Contractor and Owner may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Owner desires to engage Contractor to perform certain construction services related to roofing work at the Alliance Water Treatment Facility located at 868 Market Street, Ste Genevieve, MO 63670 (the "Project"); and

WHEREAS, Contractor represents that it possesses the necessary expertise, licenses, and capabilities to perform the Work (as defined below) in accordance with the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1: SCOPE OF WORK

1.1 Contractor shall furnish all labor, materials, equipment, tools, supervision, and other items necessary to complete the following work (collectively, the "Work"):

A. R-Loc Skylight Section (Skylights on Main Treatment Building)

Roof Tear-Off & Decking

- Remove all 8 existing skylight roofing materials down to the decking.
- Conduct a thorough inspection of the decking to identify any areas of rot, damage, or structural compromise.

Metal Roofing System Installation

- Install 8 new R-Loc metal roofing panels where skylight panels previously were, secured in accordance with manufacturer specifications to provide maximum weather resistance and performance.

Cleanup & Disposal

- Remove and properly dispose of all roofing debris, waste, and project-related materials.
- Leave the property clean, safe, and free of construction-related debris upon project completion.

B. Silicon Roof Section (Main Water Treatment Building)

Roof Substrate Preparation

- Prepare the existing roof substrate to receive both the 3-Course reinforcement application and the silicone coating system.
- Ensure all surfaces are structurally sound and suitable for restoration.

Surface Cleaning

- Thoroughly pressure wash the roof surface to remove all dust, dirt, oils, and debris.
- Confirm the surface is clean, dry, and free of contaminants prior to application of Mule Hide 115 Cleaner.

3-Course Reinforcement Application

- Apply the 3-Course system (Mule Hide A-125) to all designated areas requiring reinforcement.
- Target critical locations including:
- Roof penetrations (pipes, vents, mechanical units, etc.)
- Seams, laps, and fastener locations susceptible to water infiltration (Mule Hide 100% Silicone Sealant).

Silicone Coating Application

- Apply a uniform silicone roof coating (Mule Hide 100% Silicone Coating) across the entire roof surface to establish a seamless, watertight barrier.
- Coating shall be applied to achieve proper coverage and mil thickness (23 mil wet/20 mil dry) in accordance with manufacturer specifications.
- Utilize roller cages and roller pads to ensure even distribution and adhesion.

Final Inspection & Cleanup

- Conduct a detailed inspection to verify compliance with manufacturer requirements and industry best practices.
- Remove and dispose of all project-related waste and debris, restoring the jobsite to a clean and safe condition.

1.2 Changes to Scope of Work

Any changes to the Scope of Work must be authorized in writing by Owner through a Change Order. A Change Order shall specify the change in Work and any adjustment to the Contract Price or Contract Time. No changes to the Scope of Work shall be binding on either Party unless executed in writing by both Parties.

ARTICLE 2: CONTRACT PRICE AND PAYMENT

2.1 Contract Price

Owner agrees to pay Contractor the total sum of Twenty-Eight Thousand Seven Hundred Fifty-Seven Dollars and Eighty-Eight Cents (\$28,757.88) (the "Contract Price") for the satisfactory performance and completion of the Work in accordance with the Contract Documents.

2.2 Payment: The Contract Price shall be paid upon final completion and acceptance of the Work by Owner, less any penalties or deductions as set forth in this agreement. Owner shall pay the undisputed invoice within thirty (30) calendar days after receipt. If Owner disputes any portion of an invoice, Owner shall notify Contractor in writing within fifteen (15) calendar days of receipt of the invoice, specifying the disputed portion and the basis for the dispute. Late

payments shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less.

2.3 Taxes

The Contract Price includes all applicable federal, state, and local taxes, including but not limited to sales, use, and excise taxes. Contractor shall be responsible for the payment of all such taxes.

ARTICLE 3: TIME OF PERFORMANCE

3.1 Commencement and Completion

A. Contractor shall commence the Work within seven (7) calendar days after receiving a written Notice to Proceed from Owner.

B. Contractor shall achieve Final Completion of the entire Work not later than thirty (30) calendar days after receipt of the Notice to Proceed.

3.2 Liquidated Damages

A. The Parties acknowledge and agree that if Contractor fails to achieve Final Completion of the Work within the time specified in Section 3.1, Owner will suffer damages that are difficult to determine and accurately specify.

B. If Contractor fails to achieve Final Completion of the Work within thirty (30) calendar days after receipt of the Notice to Proceed, Contractor shall pay Owner liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day until Final Completion is achieved.

C. The Parties agree that these liquidated damages are a reasonable pre-estimate of the damages Owner will incur as a result of delay in the completion of the Work and are not a penalty.

D. Owner may deduct liquidated damages from any payments due to Contractor. If such deduction for liquidated damages exceeds the amount due to Contractor, Contractor shall promptly pay the difference to Owner.

3.3 Time Extensions

A. If Contractor is delayed at any time in the progress of the Work by acts or neglect of Owner or Owner's employees, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, the Contract Time shall be extended by Change Order for such reasonable time as Owner may determine.

B. Any claim for extension of time shall be made in writing to Owner not more than seven (7) calendar days after the commencement of the delay; otherwise, it shall be waived.

ARTICLE 4: CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1 Contractor's Representations

Contractor represents and warrants to Owner that:

A. Contractor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Missouri.

- B. Contractor is duly licensed and authorized to conduct business in the State of Missouri and possesses all required licenses and permits necessary to perform the Work.
- C. Contractor has the full legal right, power, and authority to enter into this Contract and to perform its obligations hereunder.
- D. The execution, delivery, and performance of this Contract by Contractor will not violate any applicable law, regulation, order, or the organizational documents of Contractor.
- E. Contractor possesses the necessary experience, personnel, financial capability, and equipment to perform the Work in accordance with the terms of this Contract.
- F. Contractor has visited the Project site and has become familiar with local conditions under which the Work is to be performed and has correlated personal observations with the requirements of this Contract.

4.2 Warranty of Work

- A. Contractor warrants to Owner that all Work will be performed in a good and workmanlike manner, in accordance with the Contract Documents and industry standards, and free from defects in workmanship and materials.
- B. Contractor shall provide a 10-Year Mule Hide NDL System Warranty, covering leaks due to manufacturing defects, premature weathering, and Contractor's workmanship.
- C. The warranty period shall commence upon Final Completion of the Work and acceptance by Owner.
- D. If, within the warranty period, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner.
- E. This warranty is in addition to, and not in limitation of, any other warranty or remedy required by law or by the Contract Documents.

ARTICLE 5: TERMINATION

5.1 Termination by Owner for Cause

- A. Owner may terminate this Contract for cause if Contractor:
 - Refuses or fails to supply enough properly skilled workers or proper materials;
 - Fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between Contractor and the Subcontractors or suppliers;
 - Disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - Otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, Owner may, without prejudice to any other rights or remedies of Owner, and after giving Contractor seven (7) days' written notice, terminate this Contract and may:
 - Exclude Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor;
 - Accept assignment of subcontracts; and
 - Finish the Work by whatever reasonable method Owner may deem expedient.
- C. When Owner terminates the Contract for cause, Contractor shall not be entitled to receive further payment until the Work is finished.

Neither Party shall assign this Contract or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

6.3 Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and sent to the respective Parties at the following addresses:

If to Owner:

City of Ste Genevieve
Attn: City Administrator
165 S. 4th Street
Ste Genevieve, MO 63670

If to Contractor:

Superior Roofing Strategies LLC
Attn: Brandon Rector
91 Mill Hill Road
Bloomsdale, MO 63627

6.4 Severability

If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.

6.5 Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

6.6 Entire Agreement

This Contract, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

6.7 Permits and Fees

Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the proper execution and completion of the Work.

6.8 Cleanup

Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Contract. At completion of the Work, Contractor shall remove waste materials, rubbish, tools, equipment, machinery, and surplus materials from and about the Project.

6.9 Safety

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Work.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the Effective Date.

OWNER:

CITY OF STE GENEVIEVE

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

SUPERIOR ROOFING STRATEGIES LLC

By: Tyler Bahr

Name: Tyler Bahr

Title: Owner

Date: 1-27-26

BILL NO. 4706

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE PURCHASE AGREEMENT WITH MCBRIDE LAND GROWTH LLC.

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve at the December 12, 2024 Board of Aldermen Meeting approved McBride Homes as the proposed developer and authorized City staff to begin the negotiating process; and

WHEREAS, the Board of Aldermen at the June 26, 2025, authorized the Mayor to enter into a purchase agreement with McBride Homes for the sale and purchase of 49 acres on Progress Parkway; and

WHEREAS, the Board of Aldermen at the December 11, 2025 authorized the Mayor to extend the “Contingency Period” within Section 5 of the original purchase agreement with McBride Land Growth LLC to February 27, 2026; and

WHEREAS, the City is exercising due diligence by thoroughly reviewing all potential utility connection issues, including availability, capacity, and long-term service impacts, before moving forward with the proposed housing development; and

WHEREAS, the Board of Aldermen believe it is in the best interests of the City to again extend such “Contingency Period” to May 28, 2026.

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

SECTION 1. The “Second Amendment to Purchase Agreement” with McBride Homes dated February 8, 2026 is hereby approved in substantially the form of Exhibit “A” attached hereto.

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

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

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

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

**PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ____ DAY OF
_____, 2026 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:

Pam Meyer, City Clerk

REVIEWED BY:

David Bova, City Administrator

SECOND AMENDMENT
TO
PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT ("Amendment") is made and entered into effective as of the _____ day of _____, 2026 ("Effective Date"), by and between the CITY OF STE. GENEVIEVE, a municipal corporation located in Ste. Genevieve County, Missouri ("Seller"), and McBRIDE LAND GROWTH, LLC, a Missouri limited liability company ("Purchaser").

RECITALS:

- A. Seller and Purchaser entered into that certain Purchase Agreement effective July 1, 2025, which was amended by that certain First Amendment to Purchase Agreement dated December 16, 2025 (as amended, the "Agreement"), for the sale and purchase of approximately forty-nine (49) acres of real property, located along Progress Parkway, Parcel No. 07-8.0-033-00-000-0003.23 ("Property"), as more particularly described in the Agreement.
- B. The Agreement is still pending by its terms.
- C. Seller and Purchaser agree to amend the Agreement, as set forth below.

NOW, THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00), the foregoing Recitals, the premises, the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

- 1. Capitalized words and phrases used but not specifically defined in this Amendment shall be given the meaning set forth in the Agreement.
- 2. The foregoing Recitals are true and accurate and are hereby incorporated into the body of this Amendment by this reference.
- 3. Section 5 of the Agreement is hereby amended to provide that the Contingency Period shall expire on May 28, 2026.
- 4. This Amendment shall inure to the benefit of Seller and Purchaser and their respective successors and assigns.
- 5. Except as expressly amended and modified by this Amendment, all other terms, conditions and provisions of the Agreement shall remain unchanged and in full force and effect, and the Agreement, as amended, is hereby ratified, confirmed, reaffirmed and approved, Seller and Purchaser hereby acknowledging that the Agreement is now and shall remain in full force and effect and binding upon both Seller and Purchaser.
- 6. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail and control. The terms contained in this Amendment supersede all prior contracts and/or correspondence between Seller and Purchaser.

7. A facsimile or electronic signature on this Amendment shall be effective as an original signature and shall bind and shall be enforceable by Seller and Purchaser. The persons executing this Amendment on behalf of Seller and Purchaser are duly authorized.

IN WITNESS WHEREOF, the undersigned have executed this Amendment.

SELLER:

City of Ste. Genevieve
a municipal corporation

By: _____
Name: _____
Title: _____

PURCHASER:

McBride Land Growth, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

**AN ORDINANCE TO AMEND SECTION 112.020 CUSTODIAN DESIGNATED -
RESPONSE TO REQUEST FOR ACCESS TO RECORDS OF THE ORDINANCES OF
THE CITY OF STE. GENEVIEVE, MISSOURI**

WHEREAS the City of Ste. Genevieve has, within Chapter 112, set forth the responsibilities of city personnel to respond to requests for public records; and

WHEREAS the Missouri Legislature has amended Section 610.026 of the Revised Statutes of the State of Missouri, which is commonly known as the Missouri Sunshine Law; and

WHEREAS the Board of Alderpersons of the City of St. Genevieve has determined that it is in the best interest of the City of Ste. Genevieve to enact a revision of Section 112.020 so that it is consistent with the most recent amendments to Section 610.026 RSMo.; and

WHEREAS this amendment to Section 112.020 of the Ordinances of the City of Ste. Genevieve will add Paragraphs H. and I., which address the procedure for responding to records requests when requested fees are not timely paid, the requestor does not timely clarify the request for records upon request by the City and when duplicate records requests are made under certain circumstances.

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

SECTION 1. Section 112.020 Custodian Designated - Response to Request for Access to Records. shall be amended and replaced to read as follows:

Section 112.020. Custodian Designated — Response to Request for Access to Records.

- A. The City Clerk or her designee shall be the custodian of records (referred to herein as the "Custodian") and shall be responsible for maintenance and control of all "public records" (as that term is defined in the Missouri Sunshine Law). The custodian may designate deputy custodians in operating departments of the City and such other departments or offices as the custodian may determine. Deputy custodians shall conduct matters relating to public records and meetings in accord with the policies enumerated herein. All requests for access to public records must be made in writing and addressed to the custodian of records. To maintain the integrity of official records and compliance with the Missouri Sunshine Law, only the custodian is authorized to receive and respond to requests subject to Missouri Sunshine Law requests on behalf of the City.
- B. Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third (3rd) business day following the date the

request is received by the custodian. If records are requested in a certain format, the City shall provide the records in the requested format, if such format is available. If access to the public record is not granted immediately, the custodian shall give a detailed written explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three (3) days for reasonable cause.

- C. If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third (3rd) business day following the date that the request for the statement is received.
- D. No person shall remove original public records from City Hall or other office of a City public governmental body or the custodian without prior written permission of the custodian.
- E. The City shall not grant to any person or entity, whether by contract, license or otherwise, the exclusive right to access and disseminate any public record unless the granting of such right is necessary to facilitate coordination with, or uniformity among, industry regulators having similar authority.
- F. Drafts, non-final versions of documents and other work product shall not constitute a “public record” unless as otherwise required by law. Nothing in this policy shall be deemed to require retention of a document not otherwise required by law to be retained.
- G. If a public record contains material which is not exempt from disclosure as well as material which is exempt from disclosure, the custodian shall separate the exempt and non-exempt material and make the non-exempt material available for examination and copying.
- H. A request for public records shall be considered withdrawn if the requester fails to remit all fees within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, of a request for payment of the fees by the public governmental body, prior to fulfilling the request. The public governmental body shall include notice to the requester that if the requester fails to remit payment of the fees within ninety days, or within one hundred fifty days if the requested fees are greater than one thousand dollars, then the request for public records shall be considered withdrawn.
- I. If the City responds to a request for public records in order to seek a clarification of the request and no response to the request for clarification is received by the City within ninety days of sending the request for clarification, then such request for public records shall be considered withdrawn. The request for clarification by the public governmental body shall include notice to the requester that if the requester fails to respond within ninety days, then the request shall be considered withdrawn. If the same or a

substantially similar request for public records is made within six months after the expiration of the ninety-day period, and no fee was remitted for such request or no response was received to the request for clarification, then the public governmental body may request payment of the same fees made for the original request that has expired in addition to any allowable fees necessary to fulfill the subsequent request.

SECTION 2. If any provision of this ordinance, or the application thereof to anyone or any circumstance, is held invalid, then the remainder of this ordinance and the application of such provisions shall not be affected thereby.

SECTION 3. This ordinance shall be codified.

SECTION 4. This ordinance shall be in full force and effect from and after its date of passage and approval.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE STE. GENEVIEVE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS _____ DAY OF _____, 2026.

VOTE

**ALDERMAN PATRICK FAHEY
ALDERWOMAN AMIE DOBBS
ALDERMAN BOB DONOVAN
ALDERMAN SAM HUGHEY
ALDERMAN TEDDY ROSS
ALDERMAN JEFF EYDMANN
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

____ Yes ____ No ____ Absent

Approved as to Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

David Bova, City Administrator