

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE COUNTY 911 TAX EMERGENCY SERVICES BOARD FOR THE BOARD TO PROVIDE 911 DISPATCHING SERVICES.

WHEREAS, sections 70.210 to 70.320 of the Revised Statutes of Missouri, as amended, allow political subdivisions of the state to contract and cooperate with each other for the planning, development, construction, acquisition, or operation of any public facility or for a common service; and

WHEREAS, the subject of this cooperation agreement is within the scope of the powers of the Board and the City; and

WHEREAS, Ste. Genevieve County had operated the 911 Dispatch Center for many years providing the City, County, and Ambulance District with 911 dispatch services for the efficient operation of the public safety services of the City of Ste. Genevieve; and

WHEREAS, the voters of Ste. Genevieve County approved a sales tax initiative for the operation of an emergency services system and with the passage of this sales tax initiative it also created the Board as a political subdivision which is now responsible to pay the costs of operating the St. Francois County Joint Communications Center for services provided to emergency service agencies in Ste. Genevieve County; and

WHEREAS, the Board has upgraded all 911 infrastructure including 3 new towers and new equipment to all 6 towers to improve first responder communications throughout the city and county; and

WHEREAS, said capital improvements have cost approximately \$3,000,000.00 in addition to rising operational costs; and

WHEREAS, the operational costs of the 911 Dispatch Services are now split across additional emergency service organizations including the Ste. Genevieve Fire District and the Ste. Genevieve County Fire District; and

WHEREAS, the Board has independently entered into an agreement with the St. Francois County 911 Board to pay the cost of operating the St. Francois County Joint Communications Center for services provided to all emergency service agencies in Ste. Genevieve County; and

WHEREAS, for the remainder of 2026 and through July 2028, the City has agreed to reimburse the Board for 911 dispatching services provided to the City; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve after careful review and discussion accept and enter into an Agreement with the Board, a copy of which is attached hereto as "Exhibit A" and incorporated by reference.

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

SECTION 1. The Mayor is hereby authorized and directed by the Board of Aldermen of the City of Ste. Genevieve, Missouri to execute and deliver this agreement on behalf of the City and the intergovernmental cooperation agreement is hereby accepted and approved in substantially the form of "Exhibit A" attached hereto.

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: March 12, 2026

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ___ DAY OF _____, 2026 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN 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

___ **Ayes** ___ **Nays** ___ **Absent**

Approved as to form:

Mayor, Brian Keim

City Attorney, Mark Bishop

ATTEST:

Reviewed by:

City Clerk, Pam Meyer

City Administrator, David Bova

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is made and entered into as of this _ day of _____ 2026 ("Effective Date"), by and between the **Ste. Genevieve County 911 Tax Emergency Services Board**, a political subdivision of the State of Missouri (the "Board"), and the **City of Ste. Genevieve**, a municipal corporation and political subdivision of the State of Missouri (the "City").

WITNESSETH:

WHEREAS, Sections 70.210 to 70.320 of the Revised Statutes of Missouri, as amended, allow political subdivisions of the state to contract and cooperate with each other for the planning, development, construction, acquisition, or operation of any public facility or for a common service; and

WHEREAS, the subject of this cooperation agreement is within the scope of the powers of the Board and the City; and

WHEREAS, Ste. Genevieve County had operated the 911 Dispatch Center for many years providing the City, County and Ambulance District with 911 dispatch services for the efficient operation of the public safety services of the City of Ste. Genevieve; and

WHEREAS, the voters of Ste. Genevieve County approved a sales tax initiative for the operation of an emergency services system and with the passage of this sales tax initiative it also created the Board as a political subdivision which is now responsible to pay the costs of operating the St. Francois County Joint Communications Center for services provided to emergency service agencies in Ste. Genevieve County ; and

WHEREAS, the Board has upgraded all 911 infrastructure including 3 new towers and new equipment to all 6 towers to improve first responder communications throughout the city and county; and

WHEREAS, said capital improvements have cost approximately \$3,000,000.00 in addition to rising operational costs; and

WHEREAS, emergency service agencies located in Ste. Genevieve County will need to contribute funds for the operational costs of the 911 Dispatch Services through July 2028 to continue an efficient and effective service into the future for those agencies; and

WHEREAS, the operational costs of the 911 Dispatch Services are now split across additional emergency service organizations including the Ste. Genevieve Fire District and the Ste. Genevieve County Fire District; and

WHEREAS, the Board has independently entered into an agreement with the St. Francois County 911 Board to pay the cost of operating the St. Francois County Joint Communications Center for services provided to all emergency service agencies in Ste. Genevieve County; and

WHEREAS, for the remainder of 2026 and through July 2028, the City has agreed to reimburse the Board for the 911 dispatching services provided to the City.

NOW THEREFORE, in consideration of the above premises and of the mutual promises herein set forth and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Board and the City hereby agree as follows:

1. Costs of 911 Operations; January 2026--June 2028. Beginning January 1, 2026, the City agrees to pay the Board the sum of six thousand five hundred dollars (\$6,500) each month for the months of January 2026 through June 2028. Such funding shall be made a part of the City's annual budget for the applicable fiscal year.

2. Term of Agreement. The term of this Agreement shall be from the effective date through June 30, 2028.

3. Board's Obligation. The Board will provide 911 Dispatching services to City by contracting with St. Francois County 911 Board for those services.

4. Termination. This Agreement may be terminated by either party for any reason if notice has been given six months prior to the termination date. Nothing herein shall prohibit the parties agreeing to a shorter termination period after the initial term.

5. Immunity of Officers and Employees of Board and City. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Cooperation Agreement contained against any past, present or future officer, member, employee, director or agent of the Board or the City, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Board or the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, board members, employees, directors or agents as such

is hereby expressly waived and released as a condition of and consideration for the execution of this Cooperation Agreement.

6. Miscellaneous.

- a. **Amendments.** This Agreement may only be amended from time to time by the mutual agreement in writing of the parties hereto.
- b. **Waiver.** No claim or waiver, consent, or acquiescence with regard to any of the provisions of the Agreement shall be made against either party except on the basis of a written instrument executed by such party. Nothing herein shall be deemed a waiver of either party's sovereign immunity.
- c. **Entire Agreement.** This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings, if any, between the parties. This Agreement may only be amended in writing executed by the parties.
- d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be deemed to confer upon any person (other than the City and the Board) any right to insist upon, or to enforce against the City and the Board, the performance or observance by either party of its obligations under this Agreement.
- e. **Notice.** All notices and demands made herein shall be in writing and must be personally served, or sent by certified mail carried by the United States Postal Service or by a reputable overnight, express, or ground delivery service that provides a record of the signature of the recipient; addressed to Board at the Board's office, and to the City, at the City office, or at such other address as either party shall designate by notice served as specified herein. Any such notice or demand shall be effective upon the earlier of actual receipt, or ten business days after being provided to the post office or delivery service.
- f. **Authority.** The parties hereby represent and warrant that are each duly authorized to enter into this Agreement and to perform all obligations and covenants herein.
- g. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Ste. Genevieve County 911 Tax Emergency Services Board

By: _____

Date: _____

ATTEST

City of Ste. Genevieve

By: _____

Date: _____

ATTEST

BILL NO. 4711

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE DEVELOPMENT 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 their June 26, 2025 meeting authorized the Mayor to enter into a development agreement with McBride Homes which pertains to the development of Progress Pointe, a single family residential subdivision to be constructed on approximately 49 acres of real property located along Progress Parkway; and

WHEREAS, there is a need to amend the original development agreement with McBride Land Growth LLC; and

WHEREAS, the Board of Aldermen believe it is in the best interests of the City to amend the development agreement.

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

SECTION 1. The “First Amendment to Development Agreement” with McBride Homes, LLC, 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: March 12, 2026

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

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of this _____ day of March, 2026 ("Effective Date"), by and between the CITY OF STE. GENEVIEVE, a municipal corporation located in Ste. Genevieve County, Missouri (the "City"), and MCBRIDE LAND GROWTH, LLC, a Missouri limited liability company ("Developer") (City and Developer are each a "Party" hereto).

RECITALS

A. City and Developer entered into that certain Development Agreement effective July 1, 2025, (the "Agreement"), approved by City Ordinance No. 4596, which pertains to the development of Progress Pointe, a single family residential subdivision project (the "Project") to be constructed on approximately 49 acres of real property located along Progress Parkway (the "Property"), as more particularly described in the Agreement.

B. The Agreement is still pending by its terms.

C. City and Developer 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, City and Developer hereby agree as follows:

AGREEMENTS

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. The City Payment Amount as set forth in Section 5 of the Agreement is hereby amended to equal an amount up to Five Million, Nine Hundred Fifty Thousand and 00/100 Dollars (\$5,950,000.00).

4. The first sentence in the second paragraph of Section 5 shall be deleted in its entirety and replaced with the following:

"In the event the actual total Public Improvements Costs is an amount less than Five Million, Nine Hundred Fifty Thousand and 00/100 Dollars (\$5,950,000.00), then the City Payment Amount shall automatically be revised to the lower amount; provided, however, that if the final actual Public Improvements Costs exceed such lower revised City Payment Amount, the City shall not be obligated to pay to Developer any additional amount."

5. Exhibit E attached to the Agreement is hereby amended to add the following items as Public Improvements to the Public Improvement Specifications Sheet: (i) Force Main and (ii) Lift Station.

6. The rear yard setback as provided in Section 2(A)(iv) is hereby modified to 15 feet.

7. Section 17(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

(i) In the case of the City, to:
THE CITY OF STE. GENEVIEVE
165 S. 4th Street
Ste. Genevieve MO 63670
Attn: David Bova
Email: dbova@stegenevieve.gov

8. 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, City and Developer hereby acknowledging that the Agreement is now and shall remain in full force and effect and binding upon both the City and Developer.

9. 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 agreements between the parties hereto.

10. An electronic signature on this Amendment shall be effective as an original signature and shall bind and shall be enforceable by the parties hereto. The persons executing this Amendment on behalf of the City and Developer are duly authorized.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

CITY:

CITY OF STE. GENIEVE
a municipal corporation

By: _____

Name: _____

Date: _____

DEVELOPER:

MCBRIDE LAND GROWTH, LLC,
a Missouri limited liability company

By: _____

Name: _____

Date: _____

BILL NO. 4712

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: March 12, 2026.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI 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 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, City Administrator

"Exhibit A"

FY 2026

Proposed

Budget

Amendment

FY 2026

Adopted

Budget

Account Name	Account Number	Fund	FY 2026 Adopted Budget	FY 2026 Proposed Budget Amendment
Building Permits	10-04-4044	General Fund	\$ 28,000	\$ 10,000
Donations Police Dept.	10-04-4133	General Fund - Police	\$ -	\$ 35,250
DHS Grant	10-04-4410	General Fund - Police	\$ -	\$ 107,500
Blue Shield Grant	10-04-4409	General Fund - Police	\$ -	\$ 49,995
Ammo / Firearm Supplies	10-16-6300	General Fund - Police	\$ 4,000	\$ 17,000
K-9 Expenses	10-16-6302	General Fund - Police	\$ 4,000	\$ 35,250
Motor Vehicle/Equipment	10-16-8045	General Fund - Police	\$ 145,000	\$ 235,000
Metered Service Sales	30-04-4180	Water Fund	\$ 1,810,000	\$ 1,910,000
Customer Tap-In Fees	30-04-4186	Water Fund	\$ 32,000	\$ 5,000
Transfer In	30-04-4900	Water Fund	\$ -	\$ 125,000
Water Tower Principal	30-30-8714	Water Fund	\$ -	\$ 100,000
Water Tower Interest	30-30-8715	Water Fund	\$ -	\$ 25,000
Sewer Use Charges	31-04-4182	Sewer Fund	\$ 865,000	\$ 965,000
Prof Services-Engr/Survey	31-31-7040	Sewer Fund	\$ 35,000	\$ 45,000
County Property Tax	41-04-4006	Downtown TIF	\$ 30,500	\$ 61,000
Downtown TIF City Prop Tax	41-04-4007	Downtown TIF	\$ 5,200	\$ 9,800
Infrastructure Improvements	41-41-8000	Downtown TIF	\$ 46,000	\$ 73,700
Water Tower Interest	50-50-8714	Debt Service Fund	\$ 25,000	\$ -
Water Tower Principal	50-50-8715	Debt Service Fund	\$ 100,000	\$ -
Capital Imp. Sales Tax	50-04-4038	Debt Service Fund	\$ 340,000	\$ 369,000
Transfer Out	50-91-9000	Debt Service Fund	\$ -	\$ 125,000
Donation Expense	60-60-7111	Rural Fire Fund	\$ 164,317	\$ 167,831
Prop S Improvements	70-70-8004	Capital Projects Fund	\$ 3,500,000	\$ 4,400,000



March 13, 2026

Dave Bova
City Administrator
City of Ste Genevieve

RE: Recommendation of Award
City Wide Asphalt Overlay
Project No. SE26-403B

Dear Mr. Bova,

This letter is to inform you that Cochran has completed its review of the bids received by the City for the above-referenced project. A total of four bids were submitted. After a thorough evaluation of the bids and bid tabulation, we recommend that City of Ste Genevieve award the project to Vern Bauman Contracting

Vern Bauman Contracting submitted the lowest responsive bid and, based on our prior experience, is a responsible contractor with the capability to successfully complete the work. A review of the required documentation and bid bonds submitted with their proposal indicates full compliance with the requirements outlined in the Bid Proposal.

Vern Bauman Contracting bid of \$1,420,316.37 is approximately 4% below the engineer's estimate. The unit prices appear appropriate, and the overall spread of bids is very good.

A copy of the Bid Tabulation, including the Engineer's Estimate, is enclosed for your reference. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam P. Jones". The signature is fluid and cursive, written over a white background.

Adam P. Jones
Project/Regional Manager



cochraneng.com

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

March 13, 2026

Dave Bova
City Administrator
City of Ste Genevieve

RE: Recommendation of Award
Concrete Street and Waterline Improvements
Project No. SE26-403

Dear Mr. Bova,

This letter is to inform you that Cochran has completed its review of the bids received by the City for the above-referenced project. A total of six bids were submitted. After a thorough evaluation of the bids and bid tabulation, we recommend that City of Ste Genevieve award the project to Jokerst, Inc.

Jokerst Inc submitted the lowest responsive bid and, based on our prior experience, is a responsible contractor with the capability to successfully complete the work. A review of the required documentation and bid bonds submitted with their proposal indicates full compliance with the requirements outlined in the Bid Proposal.

Jokerst Inc's bid of \$795,666.35 is approximately 20% below the engineer's estimate. The unit prices appear appropriate, and the overall spread of bids is very good.

A copy of the Bid Tabulation, including the Engineer's Estimate, is enclosed for your reference. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam P. Jones". The signature is fluid and cursive, written over a white background.

Adam P. Jones
Project/Regional Manager

BILL NO. 4713

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE MISSOURI VACATING AND DISCONTINUING A PORTION OF AN UNIMPROVED ALLEY ON MAPLE DRIVE.

WHEREAS, it has been shown to the City of Ste. Genevieve that the owner of the land next to 1002 Maple Drive in the City, has petitioned the City of Ste. Genevieve to vacate right-of-way (see Exhibit 'A'); and

WHEREAS, the alley right of way has never been improved for vehicular traffic and is not proposed to be improved by the City; and

WHEREAS, it has further been shown that it would not inconvenience the public or the citizens of the City to discontinue as a right-of-way for a foot alley as described in Section 1 of this ordinance, subject to a reservation in the City of an easement in that portion vacated for the maintenance, repair, location and relocation of all sanitary sewer, surface water sewer or public utility facilities now existing or hereafter to be constructed within said right-of-way; and

WHEREAS, per RSMo. Section 88.673 the alley right of way will revert to the adjoining property owners per State Statute; and

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

SECTION 1. The City of Ste. Genevieve Board of Aldermen, hereby declares it necessary, reasonable and proper to discontinue as a right of way for a foot alley and forever vacate the following described alley in said City, subject to the reservation in the City of the easement mentioned in Section 2 of this Ordinance:

All that part of the foot alley along the east side of Lot 1 of Block 1 of the Maple Heights in Blackledge Addition to the City of Ste. Genevieve, being 12' wide by 122' long.

SECTION 2. All of that portion of the above vacated property is hereby retained as a perpetual easement or right-of-way for the construction, maintenance, repair, relocation and operation of sanitary sewers, surface water drainage, and all public utility facilities, and no permanent buildings or structures shall be located within or upon said easement without the prior written consent of the City.

SECTION 3. The statutory right of reversion in the owners of the abutting property is hereby confirmed, subject to the easement expressly reserved in Section 2 of this Ordinance, as is provided by the laws of the

State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance in the right-of-way vacated.

SECTION FOUR. This ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

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

SECTION SIX. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any other part of this ordinance which can be give effect with such invalid part or parts.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

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

VOTE

- ALDERWOMAN AMIE DOBBS**
- ALDERMAN PATRICK FAHEY**
- ALDERMAN ROBERT DONOVAN**
- ALDERMAN SAM HUGHEY**
- ALDERMAN JEFF EYDMANN**
- ALDERMAN JOE STEIGER**
- ALDERMAN ASHLEY ARMBRUSTER**
- ALDERMAN JOSEPH PRINCE**

____ Yes ____ No ____ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

Exhibit A

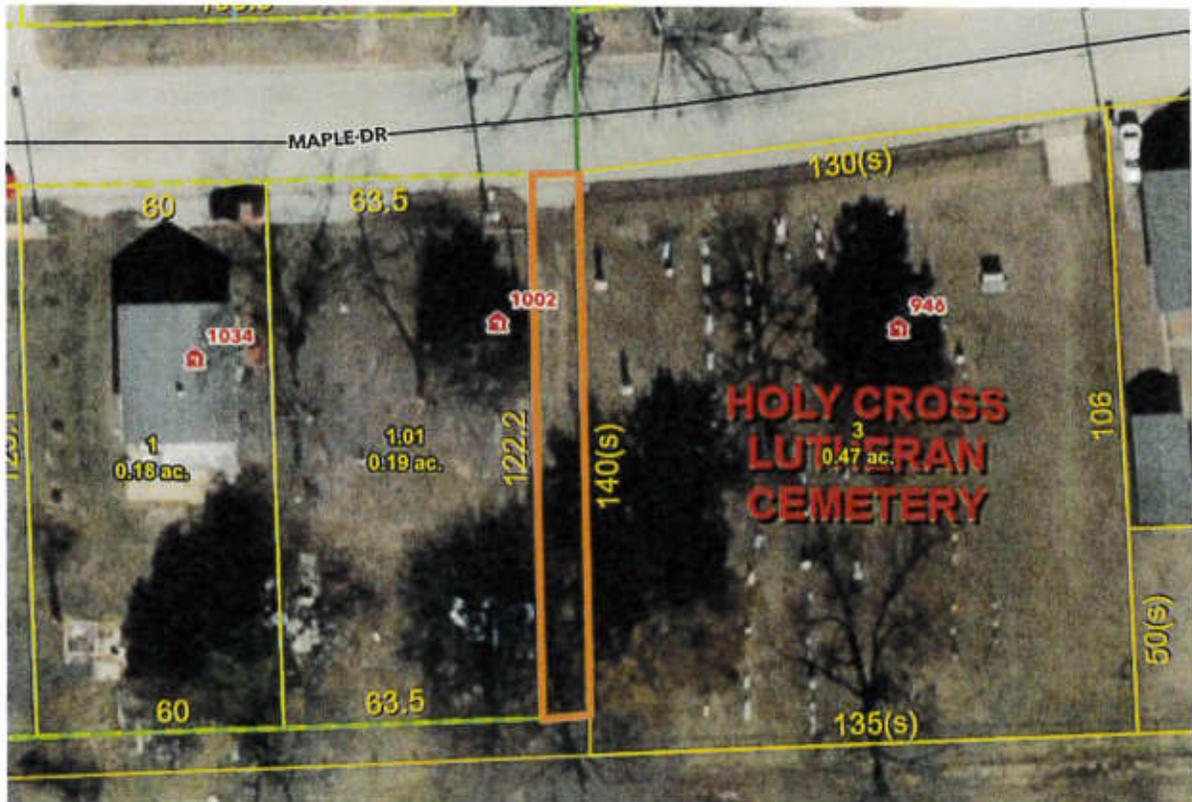
I would like to petition the city to vacate the alleyways along the east side of my lot located at 1002 Maple Drive, shown below outlines in orange.

Glenn W. Fluegge

Glenn Fluegge, owner

3-9-26

Date



BILL NO. 4714

ORDINANCE NO.

AN ORDINANCE APPROVING THE PURCHASE OF ELEVEN BLACK RAIN BRO-SPEC15 RIFLES FROM BLACK RAIN ORDNANCE, INC. IN AN AMOUNT NOT TO EXCEED \$12,902.00 FOR THE STE. GENEVIEVE POLICE DEPARTMENT.

WHEREAS, the City of Ste. Genevieve Police Department has a need to purchase new rifles for their officers and replace their existing rifles; and

WHEREAS, the police department has chosen to purchase Black Rain rifles which are manufactured in Missouri and only available wholesale from their facility in Neosho; and

WHEREAS, municipal code Section 140.060 allows single source purchasing when supplies are proprietary and only available at a discount from the manufacturer; and

WHEREAS, Black Rain Ordnance, Inc. are selling the rifles at a discount and accepting the Police Department's existing rifles as trade-ins; and

WHEREAS, the company provides a lifetime warranty and accuracy guarantee for their rifles and provide a 16-hour POST-Certified Armorer's Course at no additional charge; and

WHEREAS, rifles are included in the 5-year capital plan, and the discount and trade-ins from Black Rain will allow the City to make the purchase this year; and

WHEREAS, the police department fiscal year 2026 budget has funds for this expenditure in line item 10-16-6300 Ammo / Firearms Supplies; and

WHEREAS, the Board of Aldermen believe this to be in the best interests of the Ste. Genevieve police officers and wish to approve the proposal.

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

SECTION 1. The Board of Aldermen hereby approves the purchase of eleven rifles from Black Rain Ordnance, Inc. of Neosho, MO in an amount not to exceed twelve thousand nine hundred two dollars (\$12,902.00).

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

SECTION 3. The Board of Aldermen approve of transferring ownership of the following firearms to Black Rain Ordinance, Inc. of Neosho, MO as part of the purchase agreement for eleven rifles from that corporation:

- 4- DPMS AR-15 - A-15 CARBINE RIFLES
- 3- COLT AR-15 A-2 CARBINE RIFLES
- 1- RUGER AR-556 CARBINE RIFLES

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

SECTION 5. 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 THIS ____ DAY OF _____, 20__ BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

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

___ Yes ___ No ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

BILL NO. 4715

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY OF STE. GENEVIEVE, MISSOURI FOR THE CITY WIDE ASPHALT OVERLAY PROJECT IN AN AMOUNT OF \$1,420,316.37.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the “**CITY WIDE ASPHALT OVERLAY**”; and

WHEREAS, the City advertised for bids in the February 18th edition of *The Herald* newspaper and received a total of four (4) proposals for the project at the public bid opening held on March 12, 2026; and

WHEREAS, the City accepted the low bid from Vern Bauman Contracting in the amount of \$1,420,316.37 at the Board of Aldermen Meeting held on March 26, 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 “Owner-Contractor Agreement” (Exhibit “A”) incorporated by reference in this Ordinance to execute the “City Wide Asphalt Overlay Project”.

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 of the City of Ste. Genevieve, Missouri hereby authorize and direct the Mayor to sign and execute an Owner-Contractor Agreement with Vern Bauman Contracting Company of Ste. Genevieve, Missouri in the amount of one million four hundred twenty thousand three hundred sixteen dollars and thirty seven cents (\$1,420,316.37) for the City Wide Asphalt Overlay Project hereby approved in substantially the form of Exhibit “A” attached hereto.

SECTION 2. The Mayor is authorized and directed to execute and deliver the contract 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: _____.

VOTE

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

___ YES ___ NO ___ ABSENT

Approved as to Form by:

—

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

Ste. Genevieve, Missouri

City Wide Asphalt Overlay Program

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2026, by and between Ste. Genevieve, Missouri (hereinafter called the "Owner") and Vern Bauman Contracting Company, a corporation with offices located at 21471 Highway 32, Ste. Genevieve, Missouri 63670, (hereinafter called the "Contractor").

The project is identified as City Wide Asphalt Overlay Program, located in Ste. Genevieve, Missouri, Project No. SE25-403B, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 1163 Maple Street, Farmington, Missouri 63640 (hereinafter called the "Engineer").

WITNESSETH:

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III**Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within **150** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$500.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

ARTICLE IV

The Contract Sum and Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **One Million, Four Hundred Twenty Thousand, Three Hundred Sixteen Dollars and Thirty-Seven Cents (\$1,420,316.37)**, 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 \$3,547,658.

(b) Comprehensive General Liability and Bodily Injury

Including Death:

\$532,148 each person

	\$3,547,658 each occurrence
Property Damage:	\$3,547,658 each occurrence
	\$3,547,658 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$532,148 each person
	\$3,547,658 each occurrence
Property Damage:	\$3,547,658 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$532,148 each person
	\$3,547,658 each occurrence
Property Damage:	\$3,547,658 each occurrence
	\$3,547,658 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "**The City of Ste. Genevieve, Missouri, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project.**"

ARTICLE X

Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Job Special Provisions
- (d) The Specifications dated: February 2026
- (e) The Drawings identified as follows:
Ste. Genevieve, City Wide Asphalt Overlay Program,
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (i) Subcontractor Approval Form

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

The City of Ste. Genevieve, Missouri
(Owner)

By _____

Title

(SEAL)

Attest: _____

Title

Date: _____

Vern Bauman Contracting Company
(Contractor)

By _____

(Print Name)

Title

(SEAL)

Attest: _____

Date: _____

INSTRUCTIONS FOR EXECUTING CONTRACT

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

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

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

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

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

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

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

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

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

BILL NO. 4716

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOKERST, INC. OF STE. GENEVIEVE, MISSOURI FOR THE CONCRETE STREET AND WATERLINE IMPROVEMENTS PROJECT IN AN AMOUNT OF \$795,666.35.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the “**CONCRETE STREET AND WATERLINE IMPROVEMENTS PROJECT**”; and

WHEREAS, the City advertised for bids in the February 18th edition of *The Herald* newspaper and received a total of six (6) proposals for the project at the public bid opening held on March 12, 2026; and

WHEREAS, the City accepted the low bid from Jokerst, Inc. in the amount of \$795,666.35 at the Board of Aldermen Meeting held on March 26, 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 “Owner-Contractor Agreement” (Exhibit “A”) incorporated by reference in this Ordinance to execute the “Concrete Street and Waterline Improvements Project”.

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 of the City of Ste. Genevieve, Missouri hereby authorize and direct the Mayor to sign and execute an Owner-Contractor Agreement with Jokerst, Inc. of Ste. Genevieve, Missouri in the amount of seven hundred ninety five thousand six hundred sixty six dollars and thirty five cents (\$795,666.35) for the Concrete Street and Water Line Improvements Project hereby approved in substantially the form of Exhibit “A” attached hereto.

SECTION 2. The Mayor is authorized and directed to execute and deliver the contract 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: _____.

VOTE

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

___ YES ___ NO ___ ABSENT

Approved as to Form by:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

Ste. Genevieve, Missouri

Concrete Street and Waterline Improvements

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2026, by and between Ste. Genevieve, Missouri (hereinafter called the "Owner") and Jokerst Inc., a corporation with offices located at 16444 Highway 32, Ste. Genevieve, Missouri 63670, (hereinafter called the "Contractor").

The project is identified as Concrete Street and Waterline Improvements, located in Ste. Genevieve, Missouri, Project No. SE25-403A, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 1163 Maple Street, Farmington, Missouri 63640 (hereinafter called the "Engineer").

WITNESSETH:

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III**Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within **120** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$500.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

ARTICLE IV**The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **Seven Hundred Ninety-Five Thousand, Six Hundred Sixty-Six Dollars and Thirty-Five Cents (\$795,666.35)**, subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V**Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII

Termination by Owner

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be

entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$3,547,658.

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$532,148 each person

	\$3,547,658 each occurrence
Property Damage:	\$3,547,658 each occurrence
	\$3,547,658 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$532,148 each person
	\$3,547,658 each occurrence
Property Damage:	\$3,547,658 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$532,148 each person
	\$3,547,658 each occurrence
Property Damage:	\$3,547,658 each occurrence
	\$3,547,658 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "**The City of City of Ste. Genevieve, Missouri, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project.**"

ARTICLE X

Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Job Special Provisions
- (d) The Specifications dated: February 2026
- (e) The Drawings identified as follows:
Ste. Genevieve, Concrete Street and Waterline Improvements,
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (i) Subcontractor Approval Form

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

The City of Ste. Genevieve, Missouri
(Owner)

By _____

Title

(SEAL)

Attest: _____

Title

Date: _____

Jokerst Inc.
(Contractor)

By _____

(Print Name)

Title

(SEAL)

Attest: _____

Date: _____

INSTRUCTIONS FOR EXECUTING CONTRACT

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

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

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

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

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

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

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

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

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

BILL NO. 4717

ORDINANCE NO.

AN ORDINANCE APPROVING THE PROPERTY TRANSFER OF A 2003 JOHN DEERE MODEL 6605 TRACTOR AND TIGER BOOM MOWER FROM SPECIAL ROADS DISTRICT A TO THE CITY OF STE. GENEVIEVE.

WHEREAS, sections 70.210 to 70.320 of the Revised Statutes of Missouri, as amended, allow political subdivisions of the state to contract and cooperate with each other for the planning, development, construction, acquisition, or operation of any public improvement or facility or for a common service; and

WHEREAS, the City of Ste. Genevieve and Special Roads District A entered into a joint agreement December 11th, 2012; and

WHEREAS, the joint agreement included a cooperative arrangement in which Special Roads District A provide certain funds to the City of Ste. Genevieve, pursuant to RsMO Section 233.095 for maintenance and improvement of certain streets; and

WHEREAS, both parties agree that the said cooperative arrangement shall be satisfied for fiscal years 2025 & 2026 by the transfer of the 2003 John Deere Model 6605 Tractor and Tiger Boom Mower to the City of Ste. Genevieve; and

WHEREAS, the Board of Aldermen believe this to be in the best interests of the City of Ste. Genevieve and wish to approve the proposal.

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 approve the Property Transfer Agreement In Lieu Of Monetary Apportionment (Exhibit "A").

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

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

VOTE

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

___ **Yes** ___ **No** ___ **Absent**

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

Exhibit A

**PROPERTY TRANSFER AGREEMENT
IN LIEU OF MONETARY APPORTIONMENT**

Special Road District A, 1023 North Main Street, Ste. Genevieve, Missouri 63670 hereby agrees to transfer the ownership of a **2003 John Deere Model 6605 Tractor and Boom Mower (Serial # 4308667)** (the "property") to the City of Ste. Genevieve, 165 S. Fourth Street, Ste. Genevieve, MO 63670 in lieu of the \$25,000.00 monetary apportionments for the years 2025 and 2026.

This fully satisfies the annual \$25,000.00 monetary disbursements made to the City of Ste. Genevieve.

WHEREAS, both parties have agreed that the said obligation shall be satisfied by transfer of property instead of monetary payment for the years 2025 and 2026.

NOW, THEREFORE, the parties agree as follows:

1. The parties agree that the fair value of the Property is \$50,000.00, which is accepted by both parties as full and final settlement of the above -mentioned monetary obligation.
2. Special Road District A represents that the property is free from all liens and encumbrances.
3. Property is "sold as is". NO Warranty remains or expressed.
4. Transfer of the property shall occur once Special Road District A receives their replacement tractor but no later than May 1, 2026.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2026.

between *Special Road District A of Ste. Genevieve, Missouri* and the *City of Ste. Genevieve, Missouri*.

Paul Arnold, Chairman; Special Road District A

Brian Keim, Mayor City of Ste. Genevieve