

**AGENDA**  
**STE. GENEVIEVE BOARD OF ALDERMEN**  
**REGULAR MEETING**  
**THURSDAY – APRIL 9, 2026**  
**6:00 P.M.**

**CALL TO ORDER.**

**PLEDGE OF ALLEGIANCE.**

**ROLL CALL.**

**APPROVAL OF AGENDA.**

**PRESENTATION/AWARDS.**

- Herb Fallert - Mayoral Merit Award.

**PERSONAL APPEARANCE.**

- Ken Steiger, Fire Chief - Ste. Genevieve Fire District – Quarterly Report

**CITY ADMINISTRATOR REPORT.**

**STAFF REPORTS.**

- ROBERT SULLIVAN – COMMUNITY DEVELOPMENT

**PUBLIC COMMENTS.** Please identify yourself for the record and please try and keep comments to 5 minutes. (The Board will not interact during public comments and will have staff investigate any city related issues brought forward and contact the individual later with a response.)

**CONSENT AGENDA.**

- Minutes – Board of Aldermen – Regular Meeting – March 26, 2026
- **STREET CLOSURE REQUEST** – Foundation for Restoration is requesting a street closure for Sunday, May 31<sup>st</sup> for the Sons of the American Revolution. The closure will include Merchant Street from the west side of Fourth to Memorial Cemetery and 5<sup>th</sup> Street at Market and the requested closure will be from 11:30 a.m. to 2:00 p.m.
- **STREET CLOSURE REQUEST** – Valle Catholic School is requesting a street closure for Friday, May 1<sup>st</sup> that will include Merchant Street from the crosswalk to Fourth Street, Fourth Street between Merchant and Jefferson. The requested time for the closure will be from 8:30 a.m. to 9:30 a.m.

**OLD BUSINESS.**

**BILL NO. 4713.** AN ORDINANCE OF THE CITY OF STE. GENEVIEVE MISSOURI VACATING AND DISCONTINUING A PORTION OF AN UNIMPROVED ALLEY ON MAPLE DRIVE. **2<sup>nd</sup> READING.**

**BILL NO. 4715.** 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. **2<sup>nd</sup> READING.**

**BILL NO. 4716.** 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. **2<sup>nd</sup> READING.**

**BILL NO. 4717.** 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. **2<sup>nd</sup> READING.**

**NEW BUSINESS.**

**BILL NO. 4718.** AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR AUDITING SERVICES WITH BEUSSINK, HEY, ROE & STRODER, LLC CERTIFIED PUBLIC ACCOUNTANTS. **1<sup>ST</sup> READING.**

**OTHER BUSINESS.**

**MAYOR/BOARD OF ALDERMEN COMMUNICATION.**

**EXECUTIVE/CLOSED SESSION.** The Ste. Genevieve Board of Aldermen may enter into an Executive Closed Session before, during or after this meeting, if such action is approved by the majority of the Board members present, with a quorum, to discuss litigation matters as authorized by Section 610.021(1), RSMo.

**ADJOURNMENT.**

*Any person requiring special accommodations (i.e. qualified interpreter, large print, hearing assistance) in order to attend the meeting please notify this office at 573-883-5400 no later than forty-eight hours prior to the scheduled commencement of the meeting.*

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

**POSTED BY: Pam Meyer on 04/06/2026**



## **CITY ADMINISTRATOR REPORT**

April 9, 2026

1. Pre-bid meeting for the Crestlawn Cemetery expansion was last Thursday; 4 companies were on site. Bids are due by 1pm April 16<sup>th</sup>.
2. Chargepoint use has increased in February & March. There were 12 sessions in February and 10 in March. There had been 6 or fewer the past 3 months.
3. We budgeted for a tanker chassis in the Water Department this budget year and have found one that we are interested in at Truck Transport in Kansas City. We budgeted \$75,000; this 2007 Mack Granite CV713 is listed for \$38,000.
4. The Missouri Outlaw Gravel Race will begin at 8am, Saturday, April 18<sup>th</sup>.

City of  
**S<sup>TE</sup> GENEVIÈVE**  
**MISSOURI**

**Community Development**  
**April 2026 Staff Report**

**3/7/26 – 4/3/26**

***Historic Preservation – Heritage Commission***

- Met 3/16 – 5 Administrative approvals
- Next meeting – 4/20
- 2024 HP grant application – mobile app walking tour – agreement signed by city – received 5 submittals for RFP, selected Statistical Research, Inc. – Statistical Research, Inc. was present and gave a brief update on the project. A public meeting was held on 3/19 with excellent attendance.

***Building Department / Code Enforcement***

- Occupancy Permits / Inspections 20
- Building Inspections 22
- Building Permits Issued 11
- Fence Permits 1
- Pool Permits 0
- Demolition Permits 0
- Sign Permits 0
- Chicken Permits 0
- Special Use Permits 0
- Sidewalks – repairs / replacement assessments for 2026 during March / April

***Comprehensive Plan***

- Met 3/25 – Had general discussions about annexation, and land use items as they relate to annexation and future development.
- Committee to meet again in late April

***Planning & Zoning***

- No meeting in April
- Next scheduled meeting – 5/7
- Staff preparing report on data centers / server farms

***Board of Adjustment***

- Nothing new to report

***Floodplain Management***

- Current long-range forecasts show 52% chance of Minor Flooding in Mar-Apr-May.
- Current long-range forecasts show 20% chance of Moderate Flooding in Mar-Apr-May.
- Current long-range forecasts show 8% chance of Major Flooding in Mar-Apr-May.
- Current river stage on 4/3 is 13.50'; expected to rise to 24.44' by 4/8 and decrease after that leveling off at 16.00'. \*Action Stage is set at 25' and minor flooding stage begins at 27'\*
- Ferry is currently open.

***Property Maintenance***

- Nuisance Property Issues 9
- Vegetation Nuisance Issues 1
- Code Violation Issues 1
- Sidewalk Issues 0

***Additional Items***

- Attended weekly Rotary meetings.
- Attended monthly Parkland REDI meeting.
- Working with Corey from Alliance to provide a water backflow testing program and test certificate submittal requirements to the city's commercial water customers and any water customer with a lawn irrigation system. The backflow devices are required by the Missouri Department of Natural Resources and the city to protect our water from possible contamination.
- Working on Tree City designation project.
- Attended Historic Preservation webinars
- Attended meeting with MoDOT concerning stormwater drainage in and around 741 Center Dr. Provided MoDOT engineer with civil plans for the last two large projects completed in that area. MoDOT is now evaluating the situation.
- Met with and had phone conversations with several citizens/contractors to discuss permitting projects.

**MINUTES OF THE  
STE. GENEVIEVE BOARD OF ALDERMEN  
REGULAR MEETING  
THURSDAY – MARCH 26, 2026**

**CALL TO ORDER.** Mayor Keim called the regular Board of Aldermen meeting to order at 6:00 p.m. and all stood for the Pledge of Allegiance.

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

Mayor Brian Keim  
Alderman Patrick Fahey  
Alderman Sam Hughey  
Alderman Teddy Ross

Alderman Joe Prince  
Alderman Jeff Eydmann

Absent: Alderwoman Amie Dobbs  
Alderman Joe Steiger

Alderman Bob Donovan Alderman

**APPROVAL OF AGENDA.** A motion by Alderman Eydmann, second by Alderman Prince to approve the amended agenda as presented. Motion carried 5-0-3 with Alderman Steiger, Alderman Donovan and Alderwoman Dobbs absent.

**PRESENTATION/AWARDS.** None.

**PERSONAL APPEARANCE.** Mr. Jason Schott, Mr. Alan Wells & Mr. Jerry Bergtholdt with Ste. Genevieve & St. Francis County 911 presented the Mayor and Board with a project performance and status update and answered questions.

**CITY ADMINISTRATOR REPORT.** (see attached report) City Administrator Bova introduced Mr. Robert Sullivan, Assistant City Administrator/Community Development Administrator. Mr. Sullivan started employment with the City on March 16, 2026.

**STAFF REPORTS.**

- COREY LITTERST – ALLIANCE WATER (see attached report)
- DANIEL HALEK – POLICE (see attached report)

**PUBLIC COMMENTS.**

Mr. Robert Browne spoke about the local newspaper posting negative things.

Heidi Walker, Asa Lemons and Tommi Borgelt all spoke against the City signing the 287(g) Service Agreement with the US Dept. of Homeland Security US Immigration and Customs Enforcement and all three urged the City to consider rescinding the agreement.

**CONSENT AGENDA.**

- Treasurer’s Report – February 2026
- Minutes – Board of Aldermen – Regular Meeting – March 12, 2026
- Minutes – Board of Aldermen – Closed Session – February 26, 2026.
- **RESOLUTION 2026 – 28.** A RESOLUTION BY THE BOARD OF ALDERMEN DECLARING SURPLUS PROPERTY.
- **RESOLUTION 2026 – 29.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI APPROVING THE INTENT TO ESTABLISH AN INTERGOVERNMENTAL AGREEMENT WITH STE. GENEVIEVE COUNTY TO ADMINISTER TOURISM-RELATED COUNTY TAX REVENUE IF THE COUNTY 6% TRANSIENT TAX IS APPROVED BY VOTERS IN APRIL.

A motion by Alderman Hughey, second by Alderman Eydmann to approve the consent agenda as presented. Motion carried 6-0-3 with Alderman Steiger, Alderman Donovan and Alderwoman Dobbs absent.

**OLD BUSINESS.**

**BILL NO. 4710. 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.**

**2<sup>ND</sup> READING.** . A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4710 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderman Jeff Eydmann, Alderman Joe Prince, Alderman Sam Hughey, Alderman Parick Fahey & Alderman Teddy Ross. Nays: None. Absent: Alderman Joe Steiger, Alderwoman Amie Dobbs and Alderman Bob Donovan. Thereupon Bill No. 4710 was declared Ordinance No. 4631 signed by the Mayor and attested by the City Clerk.

**BILL NO. 4711. 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. 2<sup>ND</sup>**

**READING.** A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4711 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderman Jeff Eydmann, Alderman Joe Prince, Alderman Sam Hughey, Alderman Parick Fahey & Alderman Teddy Ross. Nays: None. Absent: Alderman Joe Steiger, Alderwoman Amie Dobbs and Alderman Bob Donovan. Thereupon Bill No. 4711 was declared Ordinance No. 4632 signed by the Mayor and attested by the City Clerk.

**BILL NO. 4712. 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. 2<sup>ND</sup> READING.** A motion by Alderman Prince, second by Alderman Hughey, Bill No. 4712 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderman Jeff Eydmann, Alderman Joe Prince, Alderman Sam Hughey, Alderman Parick Fahey & Alderman Teddy Ross. Nays: None. Absent: Alderman Joe Steiger, Alderwoman Amie Dobbs and Alderman Bob Donovan. Thereupon Bill No. 4712 was declared Ordinance No. 4633 signed by the Mayor and attested by the City Clerk.

#### **NEW BUSINESS.**

Approval of the lowest, responsive, responsible bidder for the "City Wide Asphalt Overlay 2026" and "City of Ste. Genevieve Concrete Street and Waterline Improvements 2026" as follows: Asphalt: Vern Bauman Contracting \$1,420,316.37 & Jokerst Inc. Concrete Steet & Waterline: \$795,666.35. A motion by Alderman Eydmann, second by Alderman Prince to approve the lowest responsive bidders of Vern Bauman Contracting for the City Wide Asphalt Overlay 2026 and Jokerst Inc. for the Concrete Street and Waterline project. Motion carried 5-0-3 with Alderman Joe Steiger, Alderwoman Amie Dobbs and Alderman Bob Donovan absent.

**BILL NO. 4713. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE MISSOURI VACATING AND DISCONTINUING A PORTION OF AN UNIMPROVED ALLEY ON MAPLE DRIVE. 1<sup>ST</sup> READING.** A motion by Alderman Prince second by Alderman Hughey, Bill No. 4713 was placed on its first reading, read by title only, considered and passed by an 5-0-3 vote of the Board of Alderman with Alderman Steiger, Alderman Donovan and Alderwoman Dobbs absent.

**BILL NO. 4714. 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. 1<sup>ST</sup> & 2<sup>ND</sup> READING.** A motion by Alderman Prince second by Alderman Hughey, Bill No. 4713 was placed on its first reading, read by title only, considered and passed by an 5-0-3 vote of the Board of Alderman with Alderman Steiger, Alderman Donovan and Alderwoman Dobbs absent. A motion by Alderman Prince, second by Alderman Eydmann to proceed with the second and final reading of Bill No. 4714. Motion carried 5-0-3 vote of the Board of Alderman with Alderman Steiger, Alderman Donovan

and Alderwoman Dobbs absent. A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4714 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderman Jeff Eydmann, Alderman Joe Prince, Alderman Sam Hughey, Alderman Parick Fahey & Alderman Teddy Ross. Nays: None. Absent: Alderman Joe Steiger, Alderwoman Amie Dobbs and Alderman Bob Donovan. Thereupon Bill No. 4714 was declared Ordinance No. 4634 signed by the Mayor and attested by the City Clerk.

**BILL NO. 4715. 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. 1<sup>ST</sup> READING.** A motion by Alderman Eydmann second by Alderman Prince, Bill No. 4715 was placed on its first reading, read by title only, considered and passed by an 5-0-3 vote of the Board of Alderman with Alderman Steiger, Alderman Donovan and Alderwoman Dobbs absent.

**BILL NO. 4716. 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. 1<sup>ST</sup> READING.** A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4716 was placed on its first reading, read by title only, considered and passed by an 5-0-3 vote of the Board of Alderman with Alderman Steiger, Alderman Donovan and Alderwoman Dobbs absent.

**BILL NO. 4717. 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. 1<sup>ST</sup> READING.** A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4717 was placed on its first reading, read by title only, considered and passed by an 5-0-3 vote of the Board of Alderman with Alderman Steiger, Alderman Donovan and Alderwoman Dobbs absent.

**OTHER BUSINESS.** None.

**MAYOR/BOARD OF ALDERMEN COMMUNICATION.** None.

**ADJOURNMENT.** With no further business Mayor Keim adjourned the meeting at 6:35 p.m.

**Respectfully submitted by,**

**Pam Meyer  
City Clerk**



## Street Closure Request

Date March 27, 2026

Name Robert J. Mueller Organization Foundation for Restoration of Ste. Genevieve

Address P O Box 88 City Ste. Genevieve State MO Zip 63670

Phone Number and/or email information 727-642-8640, muellerrj13@yahoo.com

Reason for closure The Sons of the American Revolution organization will be holding a ceremony at Ste. Genevieve's Memorial Cemetery on Sunday, May 31, 2026. This is the fourth year of this event. The SAR contingent along with the Ste. Genevieve Milice will gather at the Jacques Guibourd House starting at 11:30 a.m. They will march down Merchant to the cemetery at 1 p.m. where a service will be conducted honoring five Ste. Genevieve inhabitants who assisted the American Revolution.

Street(s) to be closed: Merchant Street from the west side of 4<sup>th</sup> to Memorial Cemetery and 5<sup>th</sup> Street at Market. This will allow any resident on Merchant from 4<sup>th</sup> to 5<sup>th</sup> to leave the area if they so desire. The barriers will be moved to the sidewalk on completion of the event. See attached map for location of barriers.

Date of event for closure Sunday, May 31, 2026

Time(s) for closure 11:30 a.m to 2:00 p.m.

### Office Use Only

Council Approval Yes \_\_\_ No \_\_\_ Date \_\_\_\_\_

Police Dept. Approval Yes \_\_\_ No \_\_\_ Date \_\_\_\_\_

Street Dept. Approval Yes \_\_\_ No \_\_\_ Date \_\_\_\_\_

Special Conditions \_\_\_\_\_



MAY 31<sup>ST</sup> STREET CLOSURE LOCATION



## Street Closure Request

Date 3-27-2024

Name Stephanie DeGenara Organization Valle Catholic Grade

Address 40 North 4th St city Sainte Genevieve State Mo Zip 63020

Phone Number and/or email information 573-883-2403 degenaras@vallechs.org

Reason for closure May Crowning at the statue of Mary org  
in front of the Valle Catholic School - Monday May

Street(s) to be closed Merchant - Crosswalk by desert to 4th St.

4th and Jefferson } strip in front of Valle

4th and Merchant } Catholic school

Date of event for closure May 1st 2024

Time(s) for closure 8:30 to 9:30  
am am

### Office Use Only

Council Approval Yes  No  Date \_\_\_\_\_

Police Dept. Approval Yes  No  Date \_\_\_\_\_

Public Works Approval Yes  No  Date \_\_\_\_\_

Special Conditions \_\_\_\_\_

\_\_\_\_\_

**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:** March 26, 2026.

**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:**

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**Brian Keim, Mayor**

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**Mark Bishop, City Attorney**

**SEAL**

**Reviewed by:**

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**Pam Meyer, City Clerk**

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**David Bova, City Administrator**

Exhibit A

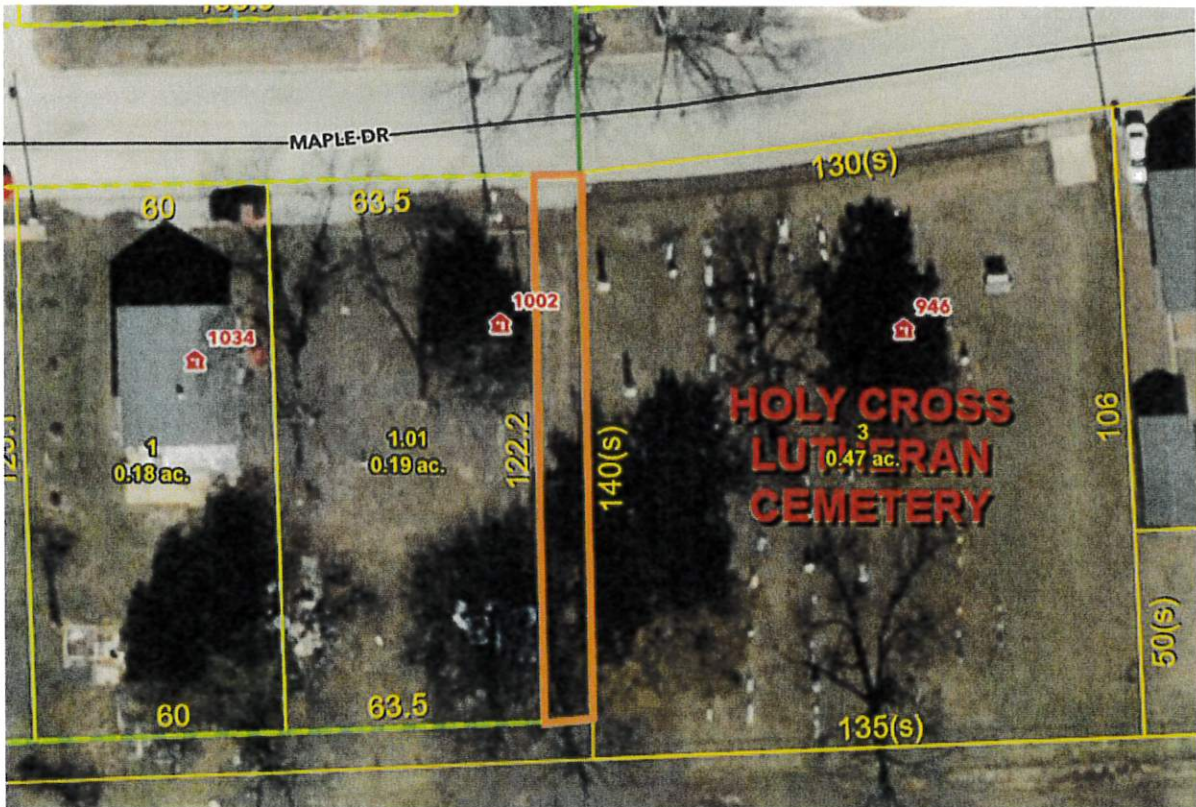
I would like to petition the city to vacate the alleyways along the east side of my lot located at 1002 Maple Drive, shown below outlines in orange.

Glenn W. Fluegge

Glenn Fluegge, owner

3-9-26

Date



**BILL NO. 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 18<sup>th</sup> 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:** March 26, 2026

**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