

VOTE

**ALDERMAN GARY SMITH
ALDERWOMAN KRISTI CLEGHORN
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JEFF EYDMANN
ALDERMAN MICHAEL RANEY
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

___ YES ___ NO ___ ABSENT

APPROVED TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

SHOPPING CENTER LEASE

This Lease, made and entered into this __ day of May 2023, by and between H. & M. GOLDENBERG II, L.L.L.P., a Missouri limited liability limited partnership, hereinafter referred to as "Lessor", and City of Ste Genevieve., hereinafter referred to as "Tenant".

WITNESSETH:

In consideration of the rents and covenants hereinafter set forth, Lessor hereby leases to Tenant and Tenant hereby rents from Lessor the following-described Premises upon the following terms and conditions:

ARTICLE I
PREMISES

1.1. The leased premises consists of approximately 3000 rentable square feet of space in the Shopping Center known as Pointe Basse Plaza and located in Ste. Genevieve, Missouri (the "Center"), the general location of which leased space is shown cross-hatched on Exhibit A, attached hereto and made a part hereof, and which space is commonly known and referred to as **44 Plaza Drive**, (hereinafter referred to as the "Premises"). Exhibit A attached hereto is for informational purposes only and by attaching same Lessor makes no representations as to its content other than as to the approximate location of the Premises.

ARTICLE II
TERM

2.1. The term of this Lease shall be Six (6) months, commencing the date Lessor shall make the Premises available for commencement of Tenant's work as shown on Exhibit B. After the commencement and termination dates have been determined as aforesaid, the Lessor may, at its option, send to Tenant a letter confirming the specific commencement and termination dates.

ARTICLE III
RENTAL

3.1. Minimum Annual Rental. Tenant hereby covenants and agrees to pay Lessor, as the minimum annual rental for the Premises, the following amounts per annum, payable in equal monthly installments on the first day of each and every calendar month throughout the term of this Lease.

PERIOD	ANNUAL RENT	MONTHLY RENT
Initial Term	\$18,000.00	\$1,500.00
Option Periods	\$18,000.00	\$1,500.00

Such sums shall be payable in advance without demand, deduction or setoff, at the office of Lessor at 401 North Lindbergh, Suite 330, St. Louis, Missouri 63141 or at such place as Lessor may designate. In the event the term of this Lease commences or ends on a day other than the first day of a calendar month, then the rental for such partial month shall be prorated in the proportion that the number of days this Lease is in effect during such partial month bears to thirty (30), and such rental shall be paid at the commencement of such period. At Lessor's discretion, rent may be paid by using an ACH system in which the rent payments are deducted from the Tenant's checking account. Tenant will receive written notice prior to any such withdrawal. Tenant reserves the right to make payments by electronic funds transfer ("EFT"), in which case Landlord shall provide all necessary bank account and routing information as is necessary to permit Tenant to pay by EFT.

3.2 Option to Renew. Provided that this Lease shall be in good standing and in full force and effect and shall not theretofore have been terminated and that Tenant shall not be in default under any of the terms or conditions hereof, Tenant shall have six (6) option periods to extend the Lease Term for an additional term of one (1) month to commence upon the expiration of the existing term. Such option shall be exercised by Tenant delivering to Landlord in writing of Tenant's election to exercise such option, at least thirty (30) days before the end of the term of this Lease. The Rent for the option period shall be as shown in Article 3.1. In the event that the Lease Term is extended pursuant to the provisions of this Article, all of the terms and provisions of this Lease shall extend to and be applicable during the Lease Term, except that the provisions set forth in this Article as to rental and renewal shall govern.

3.3. Late Charge. A late charge equal to five percent (5%) of the delinquent payment may be assessed, at Lessor's option, as additional rent in the event that any rental payment or other sum due hereunder is not paid in full prior to the "late charge date". For the purpose of this section, the "late charge date" shall mean the fifth (5th) day after the date the payment is due. In addition, in the event any rental hereunder is paid by means of a check and such check is returned unpaid for whatever reason, Tenant agrees to pay Lessor the sum of Twenty-Five and no/100 Dollars (\$25.00) as a reasonable amount to defray Lessor's administrative and handling expenses caused by such returned check and the late charge if not replaced by the late charge date. This provision shall in no way affect the right of Lessor to declare Tenant in default of this Lease for the failure to pay rent on the day that it is due.

ARTICLE IV SECURITY DEPOSIT

4.1 Security Deposit. Tenant will deposit with Lessor the sum of **One Thousand Five Hundred Dollars and 00/100 (\$1,500.00)** to be held by Lessor as security for the faithful performance and observance by Tenant of all the terms, covenants and conditions of this Lease. Lessor shall retain said funds (without being liable for interest thereon) and may use, apply or retain the whole or any part of the funds so deposited for the payment of any rent, additional rent or other sums as to which Tenant is in default, or for the payment of any other amount which Lessor may expend by reason of Tenant's default in respect of any of the terms of this Lease. Should Tenant comply with all of the terms of this Lease, so much of said security deposit not spent or applied pursuant to the provisions of this paragraph shall be returned to Tenant within thirty (30) days after the termination of this Lease. If any portion of said deposit is so used or applied, Tenant shall, within ten (10) days after demand therefore, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Should Lessor sell its interest in the Premises during the term hereof and if Lessor delivers to the purchaser thereof the then unapplied funds deposited by Tenant as aforesaid, thereupon Lessor shall be discharged from any and all liability with respect to said security deposit. The security deposit may not be applied by Tenant to pay the last month's rent.

ARTICLE V POSSESSION, USE AND OPERATION

5.1. Possession and Use. Possession of the Premises shall be delivered to Tenant free and clear of all prior tenancies. The Premises shall be occupied and used solely for the purpose of operating a business whose primary purpose is operating City Hall for the City of Ste Genevieve and for no other use or purpose. The Tenant shall not use, or permit the Premises to be used, for any other purpose or purposes or under any other trade name whatsoever without the prior written consent of Lessor. More specifically, but without any limitation on the more general use restrictions set forth above, no use shall be made of the Premises in violation of the use restrictions set forth on Exhibit C attached hereto and made a part hereof. Tenant shall comply with any direction of any governmental authority having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Lessor with respect to the Premises or with respect to the use or occupation thereof. Tenant shall keep the Premises free and clear of: all noise or sound that can be heard outside the Premises; objectionable or obnoxious odors; and all public or private nuisances.

5.2. Operation of Business. Tenant agrees, (a) to continuously and uninterruptedly occupy and use the Premises for the uses herein specified and to conduct Tenant's business therein in a reputable manner fully stocked and with adequate and qualified personnel which shall remain open for business during normal business hours of the Center reasonably established by Lessor; (b) to keep and maintain the Premises and Tenant's personal property therein and the exterior and interior portions of all windows, doors and all other glass or plate glass in a neat, clean, sanitary and safe condition and to keep such areas free of all signs; and (c) to comply with all ordinances, laws and regulations of all governmental authorities having jurisdiction and to apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Tenant of the business herein permitted to be conducted in the Premises and to pay, if, as and when due all license and permit fees and charges of a similar nature in connection therewith.

5.3. Deliveries and Freight Handling. Tenant shall use its best efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Premises according to the schedule and rules established from time to time by Lessor. Tenant shall cause any truck making deliveries to or for it to be expeditiously loaded or unloaded, using the rear doors to the Premises if such doors exist, or such other doors as Lessor may from time to time designate, and Tenant shall cause the merchandise and freight to be promptly removed from the loading area.

5.4. Trash. Tenant agrees to remove, at Tenant's sole cost, all trash and rubbish of Tenant, which trash and rubbish shall be placed in Tenant's receptacles which shall be located in the common area behind the buildings in such places as may be designated by Lessor from time to time.

5.5 Lessor's Work. To the extent that a list of Lessor's work is attached as Exhibit B hereto, Lessor shall perform said work in accordance with Lessor's building standards. Except as described in Exhibit B, the Premises are leased "as is" without obligation on the part of Lessor to make any alterations to or perform any work on the Premises. The cost for said work shall be payable by the parties as set forth in Exhibit B.

5.6 Hazardous Substances. Tenant shall not cause or permit any hazardous substances to be taken upon the Premises or the Center except for limited quantities of cleaning materials used in Tenant's business in strict compliance with all applicable laws, ordinances, rules and regulations of all governmental authorities. Hazardous substances shall mean any substances defined as hazardous or as a pollutant or contaminant in, or the release or disposal of which is regulated by, any law, ordinance, rule or regulation of any governmental authority that relates to human health or the environment.

5.7. ADA Compliance. Lessor and Tenant acknowledge that, in accordance with the provisions of the Americans with Disabilities Act (the "ADA"), the responsibility with the terms and conditions of Title III of the ADA may be allocated as between Lessor and Tenant.

ARTICLE VI UTILITIES AND TAXES

6.1. Utilities. Tenant shall be solely responsible for and shall promptly pay, as and when the same become due and payable, all connection charges, deposits and all charges for water, gas, electricity, sewer and telephone service and all of the utilities used in, upon and supplied to the Premises.

6.2. Personal Property and Business Taxes. Tenant shall pay before delinquent all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises.

ARTICLE VII RULES

7.1. Lessor shall have the right, from time to time, to make, establish and promulgate reasonable rules and regulations with regard to the Center and the Premises and the occupants and tenants thereof, provided such rules and regulations are not inconsistent with the terms of this Lease, and Tenant hereby covenants that it will observe, keep and comply with such rules and regulations.

ARTICLE VIII INDEMNITY-INSURANCE-WAIVER OR SUBROGATION

8.1. Indemnity. (a) Tenant hereby waives any claims against Lessor and hereby agrees to defend, pay, indemnify and save harmless Lessor from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgements of any kind or nature by or in favor of anyone whomsoever, including any and all costs and expenses and attorneys' fees resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Premises or occasioned wholly or in part through Tenant's use and occupancy of the Premises, or by any act or omission of Tenant or any subtenant or licensee of Tenant, or their respective employees, agents, contractors or invitees, including claims arising out of the negligence of Lessor; (b) Tenant and all those claiming by, through or under Tenant shall store their property in and shall occupy and use the Premises and any improvements therein and appurtenances thereto and all other portions of the Center solely at their own risk and Tenant and all those claiming by, through or under Tenant hereby release Lessor, to the full extent permitted by law, from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or from business interruption, arising, directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair thereof including those claims arising out of the negligence of Lessor; (c) Lessor shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any loss of life, bodily or personal injury or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons, or any other tenants or occupants of any portion of the Center; (d) Tenant shall give prompt notice to Lessor in case of fire or other casualty or accidents in the Premises or in the building of which the Premises forms a part or any defects therein or in any of Lessor's machinery or equipment; and (e) Tenant expressly acknowledges that all of the foregoing provisions of this section shall apply and become effective from and after the date Lessor shall deliver possession of the Premises

to Tenant. Nothing contained herein shall be construed as a waiver of sovereign immunity or official immunity.

8.2. Tenant's Insurance. Tenant further covenants and agrees that from and after the date of delivery of the Premises from Lessor to Tenant, Tenant will carry and maintain for the Premises, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

A. Public Liability and Property Damage. General liability insurance (bodily injury and property damage) with single limits of coverage of not less than One Millions and no/100 Dollars (\$1,000,000.00).

B. Plate Glass. Tenant shall be responsible for the maintenance and replacement of the plate glass on the Premises.

C. Fixtures. Insurance covering all trade fixtures, merchandise and personal property from time to time in, on or upon the Premises, and plate glass on the Premises, in an amount not less than their full replacement cost from time to time during the term of this Lease, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article XV hereof. In the event that there shall be a dispute as to the amount which comprises full replacement cost, the decision of Lessor shall be conclusive.

D. Worker's Compensation. Worker's Compensation and employer's liability insurance in form and amount satisfactory to Lessor in statutory limits.

8.3. Policy Form of Tenant's Insurance. All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less than A-7 as rated in the most current available "Best's" Insurance reports, and qualified to do business in the State of Missouri. All policies shall be for the mutual and joint benefit and protection of Lessor, Lessor's mortgagees and Tenant, and executed copies of such policies of insurance or certificates thereof shall be delivered to Lessor within ten (10) days after delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of the term of each such policy. All public liability policies shall contain a provision that Lessor shall be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. All policies of insurance mentioned in section 8.2 shall contain an endorsement that such insurance may not be canceled or amended except upon thirty (30) days' prior written notice from the insurance company to Lessor, sent by certified or registered mail. As often as any such policies shall expire or terminate or renewal or additional policies shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All public liability, property damage and other casualty policies shall name the Lessor as an additional insured, and be written as primary policies, not contributing with and not in excess of coverage which Lessor may carry. The minimum limits of any insurance coverage to be maintained by Tenant hereunder shall not limit Tenant's liability under section 8.1 hereof.

8.4. Lessor's Insurance. Lessor shall at all times during the term hereof maintain in effect a policy or policies of insurance covering the building of which the Premises are a part, but not Tenant's trade fixtures, merchandise, inventory or other items used in Tenant's trade or business, in an amount at least equal to replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time during the term of this Lease, providing protection against any peril generally included within the classification "Fire and Extended Coverage" (or at Lessor's option, other special broad form coverage).

8.5. Waiver of Subrogation. Lessor and Tenant hereby waive the rights each may have against the other on account of any loss or damage occasioned to Lessor or Tenant, as the case may be, their respective property, the Premises or its contents or to other portions of the Center, arising from any risk insured against by Lessor or Tenant. This release (and any waiver of subrogation rights hereunder) shall apply only if and to the extent that insurance proceeds are in fact paid to or for the account of the party giving the release hereunder.

ARTICLE IX COMMON AREAS

9.1. General. In addition to the Premises, this Lease includes the non-exclusive right to Tenant and its agents, servants, licensees, invitees, and customers, to use and enjoy throughout the term of this Lease, the "common areas" of the Center, to-wit: the driveways, entrances, exits, roadways, parking areas, sidewalks, truck routes, rights-of-way and other features and facilities provided for the general use of all tenants of the Center.

9.2. Lessor's Control of Common Areas. The common areas shall be subject to the exclusive control and management of Lessor, and Lessor shall have the right to establish, modify, change and enforce uniform and nondiscriminatory rules and regulations with respect to the common areas, and Tenant agrees to abide by and conform with such rules and regulations. Lessor shall have the right to close any part of the common areas for such time or times as may, in the opinion of Lessor, be necessary for the general welfare of all the Center tenants, to alleviate an emergency condition or to prevent a dedication of any portion of the Center to public use, but any such closing or restriction shall be for limited times only and in a manner that will not unduly interfere with Tenant's use, enjoyment and occupancy of the Premises during normal business hours.

9.3. Lessor's Obligation With Regard to Common Areas. Lessor, in the management, operation and repair of the common areas, shall, (a) inspect, maintain, repair or replace parking lot striping and the surface of the parking lot, curbs and sidewalks; (b) remove all papers, debris, filth and refuse, and to the extent reasonably possible, snow and ice from the parking lots; (c) maintain, replace and repair all parking lot entrance, exit and directional signs, markers and lights; (d) maintain parking lot lighting fixtures; (e) maintain and replace landscaping as necessary; and (f) repair and maintain the electrical systems, water systems, storm drainage systems and sanitary sewer systems located in the common areas.

9.4. Lessor's Freedom of Contractual Liability for Damage From Motor Vehicles. Nothing contained herein shall be deemed to create any liability upon Lessor for any damage to or loss of motor vehicles of Tenants customers or employees or for loss of property from within such motor vehicles.

ARTICLE X PARKING

10.1. Employee Parking. Lessor may from time to time designate appropriate portions of the parking areas in the Center as areas for the parking of Tenant's employees motor vehicles. Such designated areas shall be located so as not to interfere with the parking of Tenant's customer's vehicles in the immediate vicinity of Tenant's store. Tenant will comply with such designations and will require its employees to comply with such designations as may be made by Lessor from time to time, and Lessor will attempt to effect compliance by the employees of other tenants and occupants of the Center.

ARTICLE XI ADVERTISING AND SIGNS

11.1. Signs. Tenant may, at Tenant's sole cost and expense, install, erect and thereafter maintain proper identifying signs on the exterior of the Premises, but the form, design, location of said sign and method by which the sign is attached to the Premises **must be approved in writing by Lessor** and any governmental authority having jurisdiction, prior to installation.

ARTICLE XII ALTERATIONS AND ADDITIONS

12.1. Alterations and Additions by Lessor. Lessor reserves the right at any time to make alterations, expansions or additions to the Center, to build adjoining the Center and to build additional stories on buildings in which the Premises are contained. As to the Center as a whole, Lessor also reserves the right, at any time, to: add buildings and structures, change the number and location of buildings and structures, change building dimensions, change the number of floors in any of the buildings and structures, change the identity and type of stores; change the name of the Center; change the address or designation of the Premises or the building in which the Premises is located; provide subterranean and multiple level parking decks; change parking configurations and traffic patterns; convert common areas into leasable areas and expand the size of the Center by acquiring additional land.

12.2. Alterations and Additions by Tenant. Tenant shall not attach any fixtures or articles to any portion of the Premises, nor shall Tenant make any alterations, additions, improvements, changes or perform other work whatsoever in and to the Premises without, in each instance, obtaining the prior written approval of Lessor. Any alterations, additions, improvements, changes or other work which Tenant plans to do, or to cause to be done, in order to prepare the Premises for Tenant's business shall be made by Tenant at Tenant's sole cost and expense, after first submitting detailed plans therefore to Lessor and obtaining Lessor's prior written approval. Tenant shall submit to Lessor, within thirty (30) days of execution of this Lease, said detailed plans for work to be done prior to the commencement of the Lease term. Lessor shall have fifteen (15) days to approve Tenants plans, or give Tenant written notice as to what changes are necessary in order to obtain Lessor's approval. Tenant shall have the right to cancel this Lease in the event that Lessor does not approve Tenant's plans to prepare the Premises. Any work that

would penetrate or otherwise affect the roof, whether done to prepare the Premises for occupancy or done after Tenant's possession of the Premises, shall be performed only by contractors and subcontractors selected or approved by Lessor.

Tenant's Build-out Plan must be approved by the municipality in which the Premise is located. Tenant's plan must comply with all governmental laws, codes and requirements.

12.3. Tenant's Installation of Trade Fixtures. Tenant may, at Tenant's expense, install unattached and moveable trade fixtures which shall remain the property of Tenant, but the same shall not be installed without the prior written approval of Lessor where they are visible from the exterior of the Premises. It is further agreed that all such trade fixtures belonging to Tenant which are placed on the Premises during the term hereof shall at all times be subject to a first lien in favor of Lessor to secure all rent, additional rent or other sums which may become due to Lessor from Tenant under this Lease. Tenant shall, if not in default under the terms of this Lease, have the right at the termination of this Lease to remove its trade fixtures and sign from the Premises. Tenant, at its own expense, shall immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures and sign. Upon expiration or earlier termination of this Lease, Tenant shall leave the Premises in a neat and clean condition, free of debris.

12.4. Mechanic's Liens. Tenant agrees promptly to pay for any work done or material furnished on behalf of Tenant in or about the Premises and will not permit or suffer any lien to attach to the Premises and shall promptly cause any claim therefore to be released; provided, however, that in the event Tenant contests any such lien claim, Tenant agrees to indemnify Lessor and secure Lessor to Lessor's satisfaction. Tenant shall have no authority or power, express or implied, to create or cause any lien, charge or encumbrance of any kind against the Premises or Lessor's ownership interest in the Premises.

ARTICLE XIII REPAIRS AND MAINTENANCE

13.1. Condition of Premises. Tenant's taking of possession of the Premises shall be conclusive evidence of Tenant's acceptance of the Premises as being in good and sanitary order, condition and repair. Tenant agrees that no representations respecting the condition of the Premises and that no promises to decorate, alter, repair or improve the Premises, either before or after the execution hereof, have been made by Lessor or its agent to Tenant unless the same are specifically set forth in this Lease or in any exhibit attached to this Lease.

13.2. Tenant's Obligations. Except for the specific obligations of Lessor to repair and maintain, as set forth in paragraph 13.3 below, Tenant shall, when and if needed or whenever requested by Lessor, at Tenant's sole cost and expense, make all repairs and replacements to the Premises and every part thereof, including all water and sewer lines up to the main lines, plumbing and electrical systems servicing the Premises and all windows and doors. Tenant shall keep, maintain and preserve the Premises in first class condition and repair, and shall not cause or permit waste or deterioration to occur. Tenant shall, upon the expiration or sooner termination of the term hereof, surrender the Premises to Lessor in the same condition as when received except for normal wear and use and insured casualties. Tenant will not in any manner deface, damage or injure the Premises, and will pay the cost of repairing any damage or injury done to the Premises or any part thereof by Tenant or Tenant's agents, employees and invitees.

13.3. Lessor's Obligations. In the event that maintenance and repairs are necessitated in part or whole by the act, neglect, fault or omission of Tenant, its agents, servants, employees or invitees, Tenant shall pay to Lessor, within five (5) days of Lessor's demand, the entire cost of such maintenance and repair. In addition, Lessor shall repair, maintain and replace the individual heating, ventilating and air conditioning systems which service the Premises. Lessor shall not in any way be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Lessor, in writing, of the need of such repairs and Lessor has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification. There shall be no abatement of rent and no liability of Lessor by reason of any injury to or interference with Tenant's business arising from the making of or failure to make any repairs, alterations or improvements in or to any portion of the Center or the Premises or the equipment therein. Tenant waives the right to make repairs at Lessor's expense under any law, statute or ordinance now or hereinafter in effect.

13.4. Lessor's Right Upon Tenant's Refusal to Repair. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any part thereof in a manner reasonably satisfactory to Lessor, Lessor shall have the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, such

work shall be paid for by Tenant promptly upon receipt of a bill therefore. Nothing herein contained shall impose any duty on the part of Lessor to do any such work under any provision of this Lease which Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same.

13.5. Lessor's Entry Upon the Premises. Tenant agrees to permit Lessor and its authorized representatives to enter the Premises at all times during usual business hours for the purpose of inspecting same, making any necessary repairs to the Premises and performing any work therein necessary to comply with any laws, ordinances, rules or regulations of any public authority, fire rating bureau or Lessor's insurer or that Lessor may deem necessary to prevent waste or deterioration to the Premises. Additionally, Lessor or its authorized agents, including contractors, may enter the Premises at reasonable times as may be necessary or convenient to inspect, effect repairs, maintain or remodel the adjacent premises. Adjacent premises, for the purpose of this paragraph, is defined to be any store which has any common wall or common floor/ceiling or ceiling/floor with the Premises. Any such entry shall be so as to cause minimum inconvenience to Tenant and Lessor shall cause any damage to the Premises as a result of such repairs, maintenance or remodeling to be repaired promptly without cost to Tenant.

ARTICLE XIV ASSIGNMENT AND SUBLETTING

14.1. Requirements for Transfer. Tenant shall not transfer, assign, sublet, enter into license or concession agreements, change ownership or hypothecate this Lease or Tenant's interest in and to the Premises without first procuring the written consent of Lessor, which consent by Lessor may be withheld for any reason whatsoever or for no reason. Any attempted transfer, assignment, subletting, license or concession agreement, change of ownership or hypothecation without Lessor's written consent shall be void and confer no rights upon any third party. If this Lease or any interest therein be assigned with Lessor's prior written consent, all consideration received or to be received by Tenant for such assignment shall be immediately paid over to Lessor. If the whole or any part of the Premises be sublet with Lessor's prior written consent, Tenant shall remit to the Lessor on a monthly basis, together with the minimum annual rental hereunder, the entire amount of the excess, if any, of the rent payable by the subtenant over the rent payable by Tenant hereunder.

14.2. Restriction Concerning Consent to Transfer. Any consent by Lessor to any assignment, subletting, license or concession shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent assignment, subletting, license or concession. If this Lease or any interest of Tenant therein be assigned or if the whole or any part of the Premises be sublet, after having obtained Lessor's prior written consent thereto, Tenant shall nevertheless remain fully liable for the full performance of all obligations under this Lease to be performed by Tenant, and Tenant shall not thereby be released in any manner.

14.3. Change in Ownership of Tenant. If Tenant or its guarantor, if any, is a corporation, partnership or other legal entity, and if at any time during the term of this Lease the person or persons which, on the date of this Lease, own or owns a majority of such corporation's voting shares or the general partners' interest in such partnership or the other entity's membership interests, as the case may be, cease or ceases to own a majority of such shares or general partners' interest or other ownership interest in the entity, as the case may be (except as the result of transfer by inheritance) or if Tenant's guarantor, if any, is dissolved, Lessor shall have the right, at its option, to terminate this Lease by notice to Tenant given within thirty (30) days after Lessor shall have received notice thereof or become aware of such transfer.

ARTICLE XV DAMAGE OR DESTRUCTION

15.1. If the Premises shall be partially damaged by fire or other casualty insured under Lessor's insurance policies, then upon Lessor's receipt of the insurance proceeds, Lessor shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's trade fixtures, decorations, signs and contents) substantially to the condition thereof immediately prior to such damage or destruction; limited, however, to the extent of the insurance proceeds received by Lessor. If by reason of such occurrence, (a) the Premises is damaged in whole or part as a result of a risk which is not covered by Lessor's insurance policies; or (b) the Premises is damaged in whole or in part during the last year of the term (or at any time during any renewal term exercised prior to such loss) hereof; or (c) the building of which the Premises forms a part or all of the buildings which then comprise the Center is or are damaged (whether or not the Premises is damaged) to an extent of fifty percent (50%) or more of the then replacement value thereof; or (d) any or all of said buildings or the common areas of the Center are damaged (whether or not the Premises is damaged) to such an extent that the Center cannot in the judgment of Lessor be operated as an

integral unit, then or in any of such events, Lessor may elect either to repair the damage as aforesaid, or to cancel this Lease by written notice of cancellation given to Tenant within one hundred twenty (120) days after the date of such occurrence, and thereupon this Lease shall cease and terminate as though the date of Lessor's notice were the date herein fixed for the expiration of the term hereof. Upon termination of this Lease as aforesaid, Tenant's liability for the rents reserved hereunder shall cease as of the effective date of the termination of this Lease. Unless this Lease is terminated by Lessor as aforesaid, this Lease shall remain in full force and effect and Tenant shall repair, restore or replace Tenant's trade fixtures, decorations, signs and contents in the Premises in a manner and to at least a condition equal to that existing prior to the damage or destruction and the proceeds of all insurance carried by Tenant on said property shall be held in trust by Tenant for the purpose of such repair, restoration or replacement. If the casualty renders the Premises untenable in whole or in part as a result of a casualty for which rent is covered by business interruption or rent insurance, a proportionate abatement of the minimum rent shall be allowed from the date when the damage occurred until the date when the Premises can be made tenable or until the effective date of termination as herein provided, said abatement to be computed on the basis of the relation which the square foot area of the space rendered untenable bears to the aggregate square foot area of the Premises.

ARTICLE XVI EMINENT DOMAIN

16.1. General. In the event the Premises or any part thereof be taken in or under threat of an eminent domain proceeding the following provisions shall be controlling:

A. If the whole of the Premises shall be acquired or condemned by or under threat of eminent domain for any public or quasi-public use or purpose, then and in that event the term of this Lease shall cease and terminate from the date of title vesting in such condemning authority and Tenant shall have no claim to any part of the award or against Lessor for the value of any unexpired term of said Lease or otherwise.

B. If any part of the Premises shall be acquired or condemned by or under threat of eminent domain for any public or quasi-public use or purpose, and such partial taking or condemnation shall render the Premises unsuitable for the business of the Tenant, then and in such event the term of this Lease shall cease and terminate from the date of title vesting in such condemning authority, and Tenant shall have no claim against Lessor for the value of any unexpired term of said Lease. In the event the partial taking or condemnation is not extensive enough to render the Premises unsuitable for the business of Tenant, then Lessor shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion taken in such condemnation; and the Lease shall thereafter continue in full force and effect with the annual minimum rental equitably adjusted.

C. If thirty-three percent (33%) or more of the total of the parking spaces in the Center have been acquired or condemned by or under threat of eminent domain, either with or independent of, such acquisition or condemnation of the Premises, and if Lessor is unable to substitute other parking spaces for the parking spaces so taken, the Tenant, upon one hundred twenty (120) days' written notice given to Lessor, shall have the option to terminate this Lease; and if prior to the effective date set forth in said notice of termination, substituted parking spaces shall not have been so provided by Lessor, this Lease shall on such effective date terminate. If such substituted parking spaces are provided, the notice of termination shall be considered canceled and have no further force or effect.

D. In the event of any condemnation or taking as hereinbefore provided, either whole or partial, Tenant shall not be entitled to any part of the award as damages or otherwise for such condemnation and Lessor is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof; except that Tenant shall be entitled to receive and retain only any amounts which may be specifically awarded to it in such condemnation proceedings because of the taking of its trade fixtures and for relocation expenses. It is understood that in the event of the termination of this Lease as aforesaid, neither Lessor nor Tenant shall have any claim against the other for the value of any unexpired term of this Lease and Tenant shall have no right or claim to any part of the award on account thereof.

ARTICLE XVII DEFAULT BY TENANT

17.1. Default. The following events shall be deemed to be events of default by Tenant under this Lease: (a) if Tenant shall fail to make any payment of rents or additional rent or any other payment required to be made by Tenant hereunder, as and when due; (b) if Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, and shall not cure such failure within ten (10) days after written notice thereof to Tenant; (c) if Tenant shall become insolvent or shall make a transfer in fraud of its creditors, or shall make an assignment for the benefit of its creditors of Tenant's assets or Tenant's interest in this Lease; (d) subject to the provisions of the Federal Bankruptcy Laws, if Tenant shall file a petition under any section or chapter of the National Bankruptcy Act, as

amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudicated bankrupt or insolvent in the proceedings filed against Tenant thereunder; (e) Tenant shall desert or vacate any substantial portion of the Premises or shall otherwise fail to continue to operate its business in the Premises for ten (10) days or longer; or (f) if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

17.2. Remedies of Lessor. Upon the occurrence of any such event of default, Lessor shall have the option to pursue any one or more of the following remedies (as well as any other remedies available at law or in equity) without any notice or demand whatsoever:

A. Declare immediately due and payable the entire amount of all rent and additional rent then remaining to be paid under this Lease for the balance of the lease term, together with such expenses as Lessor may incur in recovering possession of the Premises (including legal fees);

B. Enter upon and take possession of the Premises without terminating this Lease and without relieving Tenant of its obligation to make the monthly payments of rent herein reserved, and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof and any personal property or trade fixtures located therein, and change or alter the locks and other security devices, and relet the Premises in the name of Lessor or Tenant, at any rental readily obtainable, and receive the rent therefor. In such event, Tenant shall pay to Lessor on demand the expenses of such reletting, and any deficiency which may arise by reason of such reletting for the residue of the term of this Lease. In the event that Lessor exercises this remedy in conjunction with the remedy set forth in Section 17.2 A, Lessor shall remit to Tenant any rental revenues received by Lessor in such reletting, but only in the event and to the extent that (i) Tenant has fully reimbursed Lessor for all expenses of such reletting and (ii) Tenant has previously paid Lessor all rent payable under Section 17.2 A;

C. Forfeit and terminate this Lease forthwith. In the event of such termination, Tenant shall immediately surrender the Premises to Lessor and if Tenant fails to do so, Lessor may enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises or any part thereof, and any personal property or trade fixtures located therein. In the event of the forfeiture of this Lease as provided herein, Tenant agrees that any security deposit being held by Lessor hereunder shall be retained by Lessor in addition to and not in lieu of any unpaid rent, and Lessor shall be entitled to receive from Tenant as damages the present value of all rents and other payments to be made for the remainder of the term less the present value of the reasonable rental value of the Premises for the remainder of the term after deducting a reasonable allowance for rental commissions, renovation expenses and a vacancy factor.

ARTICLE XVIII

RELOCATION, SURRENDER UPON TERMINATION AND HOLDING OVER

18.1. Relocation of Premises. Lessor shall have the right at any time during the term hereof, upon giving Tenant not less than sixty (60) days prior written notice, to provide and furnish Tenant with space elsewhere in the building of at least the same size as the Premises and remove and place Tenant in such space. In such event, Lessor shall pay all reasonable costs and expenses incurred as a result of such removal of Tenant. If Lessor moves Tenant to such new space, this Lease and each and all of its terms, covenants and conditions shall remain in full force and effect and be deemed applicable to such new space, and such new space shall thereafter be deemed to be the Premises as though Lessor and Tenant had entered into an express written amendment of this Lease with respect thereto.

18.2. Surrender of Premises. Upon the expiration or sooner termination of the term of this Lease, Tenant agrees to quit and surrender the Premises in good condition and repair, reasonable wear and tear and casualty excepted, together with all improvements, alterations, additions, fixtures and equipment at any time made or installed in, upon or to the interior or exterior of the Premises with the exception of Tenant's merchandise and supplies and unattached, moveable trade fixtures which Tenant shall remove before surrendering the Premises. If the Premises are not surrendered as and when aforesaid, Tenant shall indemnify Lessor from and against all loss or liability resulting from the delay by Tenant in so surrendering the same, including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this Article shall survive the expiration or sooner termination of this Lease.

18.3. Holding Over. Should Tenant remain in possession of the Premises after the expiration of the term of this Lease (or any renewal term hereof) without the written consent of Lessor, such holding over shall, in the absence of a written agreement to the contrary, not be deemed to have created any right in Tenant to continued occupancy, but during any holdover period, Tenant shall remain subject to all of the same terms, covenants and conditions of this Lease but Tenant shall pay for each day that Tenant holds over rent at two (2) times the rate of both the minimum and, if any, percentage rental hereinbefore provided to be paid during the last month of the lease term.

ARTICLE XIX
SUBORDINATION AND ATTORNMENT

19.1. Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising on the Premises or upon the building in which the Premises is located or the Center, and to any renewals, refinancing, extensions and replacements thereof. This subordination shall be self-operative and no further instrument or subordination shall be required. In confirmation of this subordination, Tenant shall execute and promptly deliver any certificate that Lessor or any mortgage may require.

19.2. Attornment. Tenant agrees that in the event of a sale, transfer or assignment of Lessor's interest in the Center or any part thereof, including the Premises; or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage made by Lessor covering the Center or any part thereof, including the Premises, to attorn to and to recognize such transferee, purchaser, or mortgagee as Lessor under this Lease.

ARTICLE XX
QUIET ENJOYMENT

20.1. Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed hereunder, shall peaceably and quietly have, hold and enjoy the Premises during the term hereof; subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is or may be subordinated.

ARTICLE XXI
TENANT'S ESTOPPEL CERTIFICATE

21.1. Within ten (10) days following any written request which Lessor may make from time to time, Tenant shall execute and deliver to Lessor a statement certifying: (a) the date of commencement of this Lease; (b) the fact that this Lease is unmodified and in full force and effect (or if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications); (c) the date to which the rental and other sums payable under this Lease have been paid; (d) the fact that there are no current defaults under this Lease by either Lessor or Tenant except as specified in Tenant's statement; and (e) such other matters requested by Lessor. Lessor and Tenant intend that any statement delivered pursuant to this paragraph may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Center or any interest therein. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant, (a) that this Lease is in full force and effect, without modification except as may be represented by Lessor; (b) that there are no uncured defaults in Lessor's performance; and (c) that not more than one (1) month's rental has been paid in advance.

ARTICLE XXII
ACCESS TO THE PREMISES

22.1. Lessor and its authorized representatives shall have the right to enter upon the Premises during all regular business hours for the purpose of exhibiting the same to prospective purchasers, mortgagees and tenants. Lessor shall also have the right to place a "For Rent" sign in any window of the Premises within ninety (90) days from the expiration of the term of this Lease. In the event of an emergency when Tenant or Tenant's employees shall not be personally present to permit an entry into the Premises, Lessor may nevertheless enter the same without rendering Lessor liable there for and without in any manner affecting Tenant's obligation under this Lease.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

23.1. Attorney's Fees. In the event either party to the Lease is required to bring any action at law or in equity against the other party to enforce any terms of the Lease, the losing party hereby agrees to pay the prevailing party's reasonable attorney fees and costs (including appellate fees), as they may be set by the court in which the original action was brought. If the Landlord is awarded attorney fees pursuant to this paragraph, such fees shall be considered additional rent. Should Lessor be named as a defendant in any suit brought by or against Tenant in connection with or arising out of Tenant's occupancy hereunder, Tenant shall pay to Lessor its costs and expenses incurred in any suit, including reasonable attorney's fees.

23.2. Relationship of Parties. Nothing contained in this Lease shall be deemed to constitute or be construed to create the relationship of principal and agent, partnership, joint ventures or any other

relationship between the parties hereto, other than the relationship of landlord and tenant.

23.3. No Waiver. The failure of Lessor to insist upon the strict performance of any provisions of this Lease, or the failure of Lessor to exercise any right, option or remedy hereby reserved shall not be construed as a waiver for the future of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Lessor of any act by Tenant requiring Lessor's consent or approval shall not be construed to waive or render unnecessary the requirement for Lessor's consent or approval of any subsequent similar act by Tenant. The receipt by Lessor of rent with knowledge of a breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing signed by Lessor. No payment by Tenant or receipt by Lessor of a lesser amount than the rents and/or charges then unpaid, nor any endorsement or statement on any check or any letter accompanying any check or payment by Tenant shall be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rents and/or other charges due; and, in such event, Lessor may pursue any other remedy in this Lease provided. No waiver by Lessor in favor of any other tenant or occupant of the Center shall constitute a waiver in favor of the Tenant herein.

23.4. Waiver of Liability. Anything contained in the Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Lessor in the land and buildings comprising the Center of which the Premises forms a part for the collection of any judgement (or other judicial process) requiring the payment of money by Lessor to Tenant in the event of any default or breach by Lessor with respect to any of the terms and provisions of this Lease to be observed and/or performed by Lessor, subject, however, to the prior rights of any holder of any mortgage covering the Center, and no other assets of the Lessor shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim.

23.5. Notice. Any notice under this Lease shall be in writing and shall be deemed to be duly given if delivered personally or mailed by registered or certified mail, addressed to Lessor or to Tenant at:

to Lessor:

H. & M. GOLDENBERG II, L.L.L.P.
401 North Lindbergh, Suite 330
St. Louis, Missouri 63141
Attention: Steve Goldenberg

to Tenant: the Premises, or if different,

Mailed notice shall be effective the second business day after mailing.

23.6. Entire Agreement. This Lease, including the exhibits, riders and/or addenda, if any attached thereto, sets forth the entire agreement between the parties. All prior conversation or writings between the parties hereto or their representatives are merged herein and extinguished. This Lease shall not be modified except by an instrument in writing subscribed to by all parties. This lease may not be canceled by Tenant nor the Premises surrendered except with the written consent of Lessor. The submission by Lessor of this Lease for execution by Tenant and the actual execution and delivery thereof by Tenant to Lessor shall have no binding force or effect unless and until Lessor shall have executed this Lease and a duplicate original thereof shall have been delivered to Tenant. If any provision contained in any rider or addenda hereto is inconsistent with any printed provisions of this Lease, the provision contained in such Rider or Addenda shall supersede said printed provision.

23.7. Provisions Binding. Except as otherwise expressly provided in this Lease, all covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, they shall all be bound, jointly and severally, by the provisions of this Lease.

23.8. Partial Invalidity. It is agreed that if any provision of this Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Lease and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provisions void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

23.9. Captions and Terms. It is agreed that the headings as to the contents of the particular sections of this Lease are inserted only as a matter of convenience and for reference, and are in no way intended to be a part of this Lease, or in any way to define, limit or describe the scope or intent of the particular section to which they refer. Whenever in this Lease pronouns or words indicating a gender or the singular number appear, such words shall be considered as masculine, feminine or neuter pronouns or words indicating the plural number, where the context indicates the propriety of such use, and vice versa.

23.10. Authority of Tenant. If Tenant is a corporation, partnership or other entity, the person executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is duly incorporated or otherwise properly formed and existing and is authorized to do business in the State of Missouri; and that the person executing this Lease on behalf of Tenant is an officer, principal or agent of such Tenant who is duly authorized to sign and execute this Lease for and on behalf of the Tenant.

23.11. Missouri Law Governs. The laws of the State of Missouri shall govern the validity, performance and enforcement of this Lease. Should either party institute legal suit or action for the enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Ste. Genevieve County, Missouri.

23.12. Brokerage Commissions. Landlord and Tenant each represent and warrant that they have had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, other than TBOS, LLC d/b/a Location Commercial Real Estate and that they know of no other real estate brokers or agents who are or might be entitled to a commission in connection with this Lease. Landlord and Tenant each agree to indemnify and hold harmless the other, as well as the Demised Premises, from and against any liability of claim, whether meritorious or not, for a commission, finder's fee or the like for or with respect to this Lease by any other broker, agent, salesperson, or any other person or entity claiming to be entitled to receive any such commission, fee or payment based upon any agreement or understanding with the party from whom indemnification is sought. Landlord hereby discloses that all or some of its members are licensed Missouri real estate brokers.

LESSOR:

H. & M. GOLDENBERG II, L.L.L.P.

By: _____
Steven Goldenberg, Authorized Manager

TENANT:

City of Ste Genevieve.

By: _____

EXHIBIT A

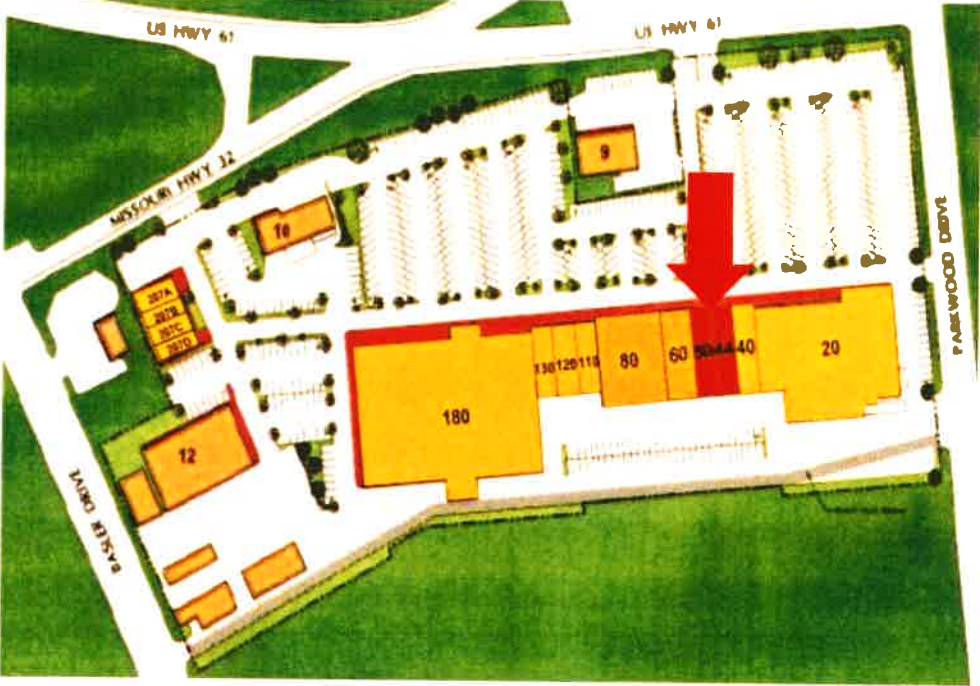


EXHIBIT B
Work by Lessor and/or Tenant

Landlord shall provide the Premises with HVAC, electric, lighting and plumbing in good working condition. Other than that, Tenant is accepting the Premises "as-is" in its existing condition, and Landlord shall not be responsible for any additional work.

Tenants Obligations: Tenant shall be responsible for the cost of all necessary work to open the Premises as business whose primary purpose is operating Ste Genevieve City Hall, including exterior signage for their business.

All signage is subject to Landlords approval and the receipt of all necessary permits from the City of Ste Genevieve.

EXHIBIT C
Specifically Restricted Uses

The Premises shall not at any time, except with the prior written consent of Lessor (which may be withheld in Lessor's sole discretion) be used or operated:

1. For any purpose other than retail sales and services;
2. For the purpose of a retail food store or food supermarket or for the sale of grocery items for consumption off the premises or a pharmacy or drug store;
3. For any skating rink, bowling alley, theater, junk yard, massage parlor, banquet facility or other entertainment use, carnival, circus, fair, transient or other outdoor sales, display or other extraordinary use, flea market, auction house, motor vehicle sales or rental or storage, establishment selling pornographic materials, game room, arcade, amusement center, bingo parlor, tavern, bar, night club, health club or fitness center or the like, or pool room, or a restaurant establishment having a seating capacity exceeding fifteen (15).

BILL NO. 4564

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 “BLAIN STREET WATER TANK REMOVAL PROJECT” IN AN AMOUNT NOT TO EXCEED \$35,240.00.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the removal of the Blain Street Water Tank located at 1380 Market Street; and

WHEREAS, the City published an Invitation to Bid in the March 15, 2023 edition of the *Herald* newspaper; and

WHEREAS, the City received a total of one (1) qualified bid proposal from Vern Bauman Contracting Company; and

WHEREAS, the Board of Aldermen approved the bid from Vern Bauman Contracting Company at the April 13, 2023 Board of Aldermen Meeting; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve wishes to accept the bid proposal of \$35,240.00 from Vern Bauman Contracting Company and to enter into the “Owner-Contractor Agreement”, (Exhibit “A”) incorporated by reference in this Ordinance to complete the demolition of the Blain Street Water Tank.

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 authorizes and direct the Mayor to sign and execute an Owner-Contractor Agreement with Vern Bauman Contracting Company of Ste. Genevieve, Missouri for the “**BLAIN STREET WATER TANK REMOVAL PROJECT**” 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 GARY SMITH
ALDERWOMAN KRISTI CLEGHORN
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JEFF EYDMANN
ALDERMAN MICHAEL RANEY
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

__ YES __ NO __ ABSENT

APPROVED TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 20__, by and between the City of Ste. Genevieve (hereinafter called the "Owner") and Vern Bauman Contracting, 21471 Highway 32, Ste. Genevieve, MO 63670, (hereinafter called the "Contractor").

The project is identified as the Blain Street Water Tank Removal, located at 1380 Market St. in the City of Ste. Genevieve, (hereinafter called "Project")

WITNESSETH:

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

ARTICLE I

The Contract Documents

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 there from, 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 be completed by August 31, 2023.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$100** 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 **thirty-five thousand, two hundred forty dollars & no cents (\$35,240.00)** subject to additions and deductions as provided in the Contract Documents. Based upon completion, 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 45 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule 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) 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) Weather may constitute a cause for granting an extension of time.

(d) 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 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 which the Contractor is a party and which relate to 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 \$2,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Umbrella Liability \$3,000,000 each occurrence

\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person

\$1,000,000 each occurrence

Property Damage: \$1,000,000 each accident

(d) Personal and ADV Injury

Including Death: \$1,000,000 each occurrence

\$2,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"The City of Ste. Genevieve 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."**

The proposal dated March 27, 2023 becomes a part of the contract documents.

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

City of Ste. Genevieve

By _____

Mayor Brian Keim
(Print Name)

BRAD BAUMAN PRESIDENT

By 
Title
"Contractor"