

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				BLOOMSDALE BANK (GEN GOVT)			
			101783	STE GEN CO 911 TAX EMERGENCY			
JULY - SEPT 2023	1	9/18/23	9/18/23	POLICE	47,499.00	10 10-16-7050	1
				INVOICE TOTAL	47,499.00		
				VENDOR TOTAL	47,499.00		
				BLOOMSDALE BANK (GEN GOV TOTAL	47,499.00		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	47,499.00		
				GRAND TOTALS	47,499.00		

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 BLOOMSDALE BANK (GEN GOVT)										
44527	9/15/2023	109	ALLIANCE WATER RESOURCES, INC.	122,156.00						
44528	9/15/2023	152	AUTOZONE, INC.	50.07						
44529	9/15/2023	101766	BALES CONCRETE, LLC	17,309.66						
44530	9/15/2023	101182	BANNER FIRE EQUIPMENT, INC.	79.00						
44531	9/15/2023	210	BARLEY	1,902.44						
44532	9/15/2023	553	CARD SERVICES	3,466.59						
44533	9/15/2023	101744	CHARTER COMMUNICATIONS	1,323.06						
44534	9/15/2023	100961	COCHRAN	11,411.96						
44535	9/15/2023	101324	CORE & MAIN LP	1,264.52						
44536	9/15/2023	599	COUNTRY MART	100.75						
44537	9/15/2023	830	DON HEIL OIL CO.	298.32						
44538	9/15/2023	101433	EMILY WALLIS	25.00						
44539	9/15/2023	1009	FAMILY SUPPORT PAYMENT CENTER	623.00						
44540	9/15/2023	101601	FORWARD SLASH TECHNOLOGY	15,835.89						
44541	9/15/2023	101782	GETTINGER SANDBLASTING	50.00						
44542	9/15/2023	1714	IMCO UTILITY SUPPLY CO.	988.50						
44543	9/15/2023	101286	JEREMY BRAUER	1,587.50						
44544	9/15/2023	2131	KAMMERMANN'S PEST CONTROL, INC	188.00						
44545	9/15/2023	8003	KEN STEIGER	86.00						
44546	9/15/2023	2309	LAKENAN INSURANCE AGENCY	824.00						
44547	9/15/2023	2340	LEAD BELT MATERIALS CO	565.00						
44548	9/15/2023	101199	MENARDS - FARMINGTON	780.94						
44549	9/15/2023	2585	MINERAL AREA OFC. SUPPLY, INC.	292.15						
44550	9/15/2023	2590	MISSISSIPPI LIME CO	3,591.28						
44551	9/15/2023	2618	MISSOURI ONE CALL SYSTEM, INC.	89.10						
44552	9/15/2023	2598	MO FILTER & PROCESS EQUIP. CO.	431.50						
44553	9/15/2023	101632	MOTOROLA SOLUTIONS, INC	2,737.02						
44554	9/15/2023	2787	MUELLER TIRE SERVICE, INC.	31.95						
44555	9/15/2023	3045	O'REILLY AUTOMOTIVE INC.	36.97						
44556	9/15/2023	3390	PUBLIC WATER SUPPLY DISTRICT 1	122.35						
44557	9/15/2023	101355	RHODES 101	2,294.51						
44558	9/15/2023	3762	SCHULTE SUPPLY	1,182.50						
44559	9/15/2023	100843	SENTINEL EMERGENCY SOLUTIONS	756.76						
44560	9/15/2023	3745	STE GENEVIEVE COMMUNITY	9,750.00						
44561	9/15/2023	101503	INTERSTATE BILLING SERVICE	810.74						
44562	9/15/2023	101222	TRI-TECH FORENSICS, INC.	117.55						
44563	9/15/2023	101277	WEGMANN, EDEN, MIKALE, &	1,426.25						
44564	9/15/2023	4611	WIRELESS USA	180.00						
*	44565	Thru 12258922								
	12258923	9/15/2023	1718	IRS	9,114.53					E-PAY
	*12258924	(NOT IN SELECTED DATE RANGE)								
	12258925	9/15/2023	101329	BP BUSINESS SOLUTIONS	113.91					E-PAY
	*12258926	(NOT IN SELECTED DATE RANGE)								
	12258927	9/15/2023	575	CITIZENS ELECTRIC CORP.	13,136.25					E-PAY
	12258928	9/15/2023	101700	FORTE	290.03					E-PAY
	12258929	9/15/2023	2503	MFA OIL CO.	621.12					E-PAY
	*12258930	(NOT IN SELECTED DATE RANGE)								
	12258931	9/15/2023	101300	SPIRE ENERGY	328.63					E-PAY

BANK# BANK NAME  
CHECK# DATE ACCOUNT# NAME CHECK AMOUNT CLEARED MANUAL VOID REASON FOR VOID

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\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:  
 OUTSTANDING 228,371.30  
 CLEARED .00  
 -----  
 BANK 1 TOTAL 228,371.30  
 \*\*VOIDED\*\* .00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL	59,356.83	59,356.83	.00	.00
20 PARK	9,017.17	9,017.17	.00	.00
21 TRANSPORTATION TAX	37,571.12	37,571.12	.00	.00
27 CEMETERY	25.93	25.93	.00	.00
30 WATER	71,622.29	71,622.29	.00	.00
31 SEWER	41,770.94	41,770.94	.00	.00
60 RURAL FIRE	2,737.02	2,737.02	.00	.00
70 CAPITAL PROJECTS	6,270.00	6,270.00	.00	.00

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
BLOOMSDALE BANK (GEN GOVT)							
109 ALLIANCE WATER RESOURCES, INC.							
INV104649	1	9/15/23	9/01/23	WATER	50,979.55	30 30-30-8750	1
	2			SEWER	34,618.35	31 31-31-8750	1
	3			PARK	7,896.47	20 20-20-8750	1
	4			STREET	28,661.63	21 21-21-8750	1
				INVOICE TOTAL	122,156.00		
				VENDOR TOTAL	122,156.00		
152 AUTOZONE, INC.							
2051068765	1	9/15/23	8/26/23	POLICE	40.18	10 10-16-6220	1
				INVOICE TOTAL	40.18		
2051068966	1	9/15/23	8/27/23	POLICE	9.89	10 10-16-6220	1
				INVOICE TOTAL	9.89		
				VENDOR TOTAL	50.07		
101766 BALES CONCRETE, LLC							
AUG-199	1	9/15/23	9/01/23	COMM DEV	3,518.48	10 10-14-7063	1
				INVOICE TOTAL	3,518.48		
AUG-302	1	9/15/23	9/01/23	COMM DEV	753.96	10 10-14-7063	1
				INVOICE TOTAL	753.96		
AUG-352	1	9/15/23	9/01/23	COMM DEV	3,267.16	10 10-14-7063	1
				INVOICE TOTAL	3,267.16		
AUG-375	1	9/15/23	9/01/23	COMM DEV	7,256.86	10 10-14-7063	1
				INVOICE TOTAL	7,256.86		
AUG-413	1	9/15/23	9/01/23	COMM DEV	2,513.20	10 10-14-7063	1
				INVOICE TOTAL	2,513.20		
				VENDOR TOTAL	17,309.66		
101182 BANNER FIRE EQUIPMENT, INC.							
01P34532	1	9/15/23	8/30/23	FIRE	79.00	10 10-17-6604	1
				INVOICE TOTAL	79.00		
				VENDOR TOTAL	79.00		
210 BARLEY							
08076	1	9/15/23	8/03/23	STREET	129.95	21 21-21-6220	1
				INVOICE TOTAL	129.95		
08142	1	9/15/23	8/09/23	STREET	937.13	21 21-21-6220	1
				INVOICE TOTAL	937.13		
136858	1	9/15/23	8/09/23	FIRE	131.98	10 10-17-6210	1
				INVOICE TOTAL	131.98		
136900	1	9/15/23	8/26/23	FIRE	392.13	10 10-17-6210	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				INVOICE TOTAL	392.13			
136902	1	9/15/23	9/05/23	FIRE	311.25	10	10-17-6210	1
				INVOICE TOTAL	311.25			
				VENDOR TOTAL	1,902.44			
				553 CARD SERVICES				
SEP 23 FIRE	1	9/15/23	9/01/23	FIRE	1,386.90	10	10-17-6604	1
	2			FIRE	39.60	10	10-17-6606	1
	3			FIRE	55.40	10	10-17-6560	1
				INVOICE TOTAL	1,481.90			
SEP 23 WLC CTR	1	9/15/23	9/01/23	WLC CTR	29.99	10	10-18-7065	1
	2			WLC CTR	1,500.00	10	10-18-6015	1
	3			WLC CTR	350.00	10	10-18-7100	1
				INVOICE TOTAL	1,179.99			
SEPT 2023	1	9/15/23	9/01/23	WLC CTR	353.63	10	10-18-7065	1
	2			BLDG	155.88	10	10-14-8008	1
	3			POLICE	47.98	10	10-16-6550	1
	4			POLICE	107.99	10	10-16-6302	1
	5			POLICE	41.58	10	10-16-6805	1
	6			ADMIN	77.64	10	10-13-6550	1
	7			BLDG	20.00	10	10-14-7105	1
				INVOICE TOTAL	804.70			
				VENDOR TOTAL	3,466.59			
				101744 CHARTER COMMUNICATIONS				
177156801090123	1	9/15/23	9/01/23	FIRE	287.00	10	10-17-6700	1
				INVOICE TOTAL	287.00			
227557501090123	1	9/15/23	9/01/23	ADMIN	98.68	10	10-13-6700	1
	2			POLICE	98.68	10	10-16-6700	1
	3			FIRE	98.68	10	10-17-6700	1
	4			WLC CTR	98.68	10	10-18-6700	1
	5			STREET	98.68	21	21-21-6700	1
	6			WATER	98.68	30	30-30-6700	1
				INVOICE TOTAL	592.08			
SEPT 2023	1	9/15/23	9/01/23	POLICE	174.50	10	10-16-6700	1
	2			ADMIN	174.50	10	10-13-6700	1
				INVOICE TOTAL	349.00			
SEPT 2023 ADMIN	1	9/15/23	8/30/23	ADMIN	94.98	10	10-13-6700	1
				INVOICE TOTAL	94.98			
				VENDOR TOTAL	1,323.06			
				100961 COCHRAN				
27303	1	9/15/23	9/13/23	WATER	6,012.65	30	30-30-8000	1
				INVOICE TOTAL	6,012.65			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
27304	1	9/15/23	9/13/23	PARK	595.00	20	20-20-8000	1
				INVOICE TOTAL	595.00			
SC8413	1	9/15/23	9/12/23	STREET	4,804.31	21	21-21-8216	1
				INVOICE TOTAL	4,804.31			
				VENDOR TOTAL	11,411.96			
T448580	1	9/15/23	8/24/23	101324 CORE & MAIN LP WATER	1,264.52	30	30-30-8000	1
				INVOICE TOTAL	1,264.52			
				VENDOR TOTAL	1,264.52			
008012661658	1	9/15/23	8/16/23	599 COUNTRY MART FIRE	100.75	10	10-17-6560	1
				INVOICE TOTAL	100.75			
				VENDOR TOTAL	100.75			
3482	1	9/15/23	7/18/23	830 DON HEIL OIL CO. FIRE	298.32	10	10-17-6220	1
				INVOICE TOTAL	298.32			
				VENDOR TOTAL	298.32			
REFUND	1	9/15/23	9/07/23	101433 EMILY WALLIS PARK	25.00	20	20-20-6560	1
				INVOICE TOTAL	25.00			
				VENDOR TOTAL	25.00			
09-15-2023	1	9/15/23	9/15/23	1009 FAMILY SUPPORT PAYMENT CENTER GENERAL	623.00	10	10-02-2061	1
				INVOICE TOTAL	623.00			
				VENDOR TOTAL	623.00			
IN16185	1	9/15/23	9/01/23	101601 FORWARD SLASH TECHNOLOGY CAPITAL PROJECTS	6,270.00	70	70-70-8219	1
				INVOICE TOTAL	6,270.00			
IN16199	1	9/15/23	9/01/23	ADMIN	2,873.75	10	10-13-8000	1
	2			POLICE	71.25	10	10-16-6805	1
	3			ADMIN	2,206.96	10	10-13-7059	1
	4			WATER	2,206.96	30	30-30-7059	1
	5			SEWER	2,206.97	31	31-31-7059	1
				INVOICE TOTAL	9,565.89			
				VENDOR TOTAL	15,835.89			
1370	1	9/15/23	9/12/23	101782 GETTINGER SANDBLASTING LEGIS	50.00	10	10-11-6810	1
				INVOICE TOTAL	50.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
					VENDOR TOTAL	50.00	
6061406-22	1	9/15/23	9/08/23	1714 IMCO UTILITY SUPPLY CO. WATER	988.50	30 30-30-8000	1
					INVOICE TOTAL	988.50	
					VENDOR TOTAL	988.50	
AUG 23 BILLED HOURS	1	9/15/23	9/01/23	101286 JEREMY BRAUER JUDICIAL	87.50	10 10-12-7030	1
					INVOICE TOTAL	87.50	
SEPTEMBER 2023	1	9/15/23	9/01/23	JUDICIAL	1,500.00	10 10-12-7030	1
					INVOICE TOTAL	1,500.00	
					VENDOR TOTAL	1,587.50	
19065294	1	9/15/23	9/01/23	2131 KAMMERMANN'S PEST CONTROL, INC ADMIN	32.50	10 10-13-6810	1
	2			POLICE	32.50	10 10-16-6810	1
					INVOICE TOTAL	65.00	
19065295	1	9/15/23	9/01/23	ADMIN	60.00	10 10-13-6810	1
					INVOICE TOTAL	60.00	
19065652	1	9/15/23	9/08/23	WLC CTR	63.00	10 10-18-6810	1
					INVOICE TOTAL	63.00	
					VENDOR TOTAL	188.00	
REFUND - FLAGS	1	9/15/23	8/28/23	8003 KEN STEIGER FIRE	86.00	10 10-17-6560	1
					INVOICE TOTAL	86.00	
					VENDOR TOTAL	86.00	
82078	1	9/15/23	9/06/23	2309 LAKENAN INSURANCE AGENCY LEGIS	824.00	10 10-11-7135	1
					INVOICE TOTAL	824.00	
					VENDOR TOTAL	824.00	
28739	1	9/15/23	8/31/31	2340 LEAD BELT MATERIALS CO STREET	565.00	21 21-21-6103	1
					INVOICE TOTAL	565.00	
					VENDOR TOTAL	565.00	
43536	1	9/15/23	8/25/23	101199 MENARDS - FARMINGTON FIRE	352.98	10 10-17-6810	1
					INVOICE TOTAL	352.98	
43988	1	9/15/23	9/01/23	FIRE	427.96	10 10-17-6810	1
					INVOICE TOTAL	427.96	

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
					VENDOR TOTAL		780.94	
					2585 MINERAL AREA OFC. SUPPLY, INC.			
AUGUST 2023	1	9/15/23	8/31/23	ADMIN	214.69	10	10-13-6550	1
	2			POLICE	48.76	10	10-16-6550	1
	3			WATER	28.70	30	30-30-6550	1
					INVOICE TOTAL		292.15	
					VENDOR TOTAL		292.15	
					2590 MISSISSIPPI LIME CO			
1689541	1	9/15/23	9/07/23	WATER	3,591.28	30	30-30-6501	1
					INVOICE TOTAL		3,591.28	
					VENDOR TOTAL		3,591.28	
					2618 MISSOURI ONE CALL SYSTEM, INC.			
3080292	1	9/15/23	8/31/23	WATER	89.10	30	30-30-7062	1
					INVOICE TOTAL		89.10	
					VENDOR TOTAL		89.10	
					2598 MO FILTER & PROCESS EQUIP. CO.			
10912	1	9/15/23	9/07/23	WATER	431.50	30	30-30-6805	1
					INVOICE TOTAL		431.50	
					VENDOR TOTAL		431.50	
					101632 MOTOROLA SOLUTIONS, INC			
8281683862	1	9/15/23	8/15/23	RURAL FIRE	2,737.02	60	60-60-8216	1
					INVOICE TOTAL		2,737.02	
					VENDOR TOTAL		2,737.02	
					2787 MUELLER TIRE SERVICE, INC.			
76571	1	9/15/23	9/05/23	POLICE	31.95	10	10-16-6200	1
					INVOICE TOTAL		31.95	
					VENDOR TOTAL		31.95	
					3045 O'REILLY AUTOMOTIVE INC.			
1909117421	1	9/15/23	8/09/23	FIRE	40.97	10	10-17-6210	1
					INVOICE TOTAL		40.97	
					VENDOR TOTAL		40.97	
					3045 O'REILLY AUTOMOTIVE INC.			
1909118250	1	9/15/23	8/20/23	FIRE	4.00-	10	10-17-6210	1
					INVOICE TOTAL		4.00-	
					VENDOR TOTAL		36.97	
					3390 PUBLIC WATER SUPPLY DISTRICT 1			
AUG 23	1	9/15/23	9/07/23	PARK	122.35	20	20-20-6550	1
					INVOICE TOTAL		122.35	
					VENDOR TOTAL		122.35	



INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
000366307	1	9/15/23	9/01/23	101355 RHODES 101 POLICE	2,294.51 INVOICE TOTAL 2,294.51 VENDOR TOTAL	10	10-16-6200	1
S1204188.001	1	9/15/23	8/29/23	3762 SCHULTE SUPPLY STREET	1,182.50 INVOICE TOTAL 1,182.50 VENDOR TOTAL	21	21-21-6103	1
23899	1	9/15/23	9/08/23	100843 SENTINEL EMERGENCY SOLUTIONS FIRE	222.01 INVOICE TOTAL 222.01	10	10-17-6210	1
23980	1	9/15/23	9/12/23	FIRE	334.50 INVOICE TOTAL 334.50	10	10-17-6560	1
23981	1	9/15/23	9/12/23	FIRE	200.25 INVOICE TOTAL 200.25 VENDOR TOTAL	10	10-17-6604	1
SEP 2023	1	9/15/23	9/14/23	3745 STE GENEVIEVE COMMUNITY LEGIS	9,750.00 INVOICE TOTAL 9,750.00 VENDOR TOTAL	10	10-11-7108	1
R370023084:02	1	9/15/23	7/06/23	101503 INTERSTATE BILLING SERVICE FIRE	810.74 INVOICE TOTAL 810.74 VENDOR TOTAL	10	10-17-6220	1
00919755	1	9/15/23	9/05/23	101222 TRI-TECH FORENSICS, INC. POLICE	117.55 INVOICE TOTAL 117.55 VENDOR TOTAL	10	10-16-6301	1
403659	1	9/15/23	9/01/23	101277 WEGMANN, EDEN, MIKALE, & ADMIN	1,426.25 INVOICE TOTAL 1,426.25 VENDOR TOTAL	10	10-13-7030	1
295132	1	9/15/23	9/13/23	4611 WIRELESS USA FIRE	180.00 INVOICE TOTAL 180.00 VENDOR TOTAL	10	10-17-6606	1

HKMESSAGE  
07.01.21

Fri Sep 15, 2023 12:24 PM

City of Ste. Genevieve  
SCHEDULED CLAIMS LIST

OPER: C B

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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
BLOOMSDALE BANK (GEN GOV TOTAL					204,766.83		
TOTAL MANUAL CHECKS					.00		
TOTAL E-PAYMENTS					.00		
TOTAL PURCH CARDS					.00		
TOTAL ACH PAYMENTS					.00		
TOTAL OPEN PAYMENTS					204,766.83		
GRAND TOTALS					204,766.83		

# ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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1 BLOOMSDALE BANK (GEN GOVT)

44526	9/08/2023	2601	MISSOURI DEPT OF REVENUE	4,129.45						
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\* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:					
	OUTSTANDING	4,129.45			
	CLEARED	.00			
		-----			
	BANK 1 TOTAL	4,129.45			
	**VOIDED**	.00			
FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
30	WATER	4,129.45	4,129.45	.00	.00

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
AUGUST 2023	1	9/08/23	9/08/23	BLOOMSDALE BANK (GEN GOVT) 2601 MISSOURI DEPT OF REVENUE WATER	4,129.45	30 30-02-2010	1
				INVOICE TOTAL	4,129.45		
				VENDOR TOTAL	4,129.45		
				BLOOMSDALE BANK (GEN GOV TOTAL	4,129.45		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	4,129.45		
				GRAND TOTALS	4,129.45		



## Street Closure Request

Date Oct 19, 2023

Name Reggie Berkbigler Organization Day of the American Revolution

Address 579 Jefferson City Ste Genevieve State MO Zip 63670

Phone Number and/or email information 883-0625 berkbiglerr@gmail.com

Reason for closure Dedication of monument in front of court house

Street(s) to be closed Third Street From Market to Merchant

Date of event for closure Nov 11, 2023

Time(s) for closure 9:30 - 10:45

### Office Use Only

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

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

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

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



## Street Closure Request

Date October 19, 2023

Name Happy Welch Organization City of Ste. Genevieve

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number and/or email information \_\_\_\_\_

Reason for closure Pumpkin Glow - Main Street Park

Street(s) to be closed Jefferson Street from Main to Valle

Date of event for closure October 28, 2023

Time(s) for closure 4:00 p.m. - 8:00 p.m.

### Office Use Only

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

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

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

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

**Staff Report**

October 26, 2023

To: Board of Aldermen  
From: Happy Welch  
Re: ROW Services



**Issue:**

The scope of construction on St. Mary's Road Sidewalk Project will require us to acquire easements and that paperwork has to follow a certain pattern regulated by the Federal Highway Administration through MoDOT.

To properly accomplish this task Cochran recommends BHE LLC to oversee this part of the project that is not in their scope of work. Cochran will produce the drawings and descriptions but we need a second party to help facilitate the negotiated easements.

**Recommendation:**

Approve agreement with BHE LLC.

**RESOLUTION 2024-04**

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE QUOTE FROM BILL HAMPTON ENTERPRISES, LLC. IN THE AMOUNT OF \$13,500.00 FOR RIGHT OF WAY ACQUISITION SERVICES FOR THE ST. MARYS ROAD TRAIL – TAP-9900(096).**

**WHEREAS**, the Ste. Genevieve Board of Aldermen executed an agreement with the Missouri Highways and Transportation Commission in October of 2022 for construction of a multi-purpose trail along St. Mary’s Road from Seraphin Street to Hillside Lane (Terrace Heights); and

**WHEREAS**, the City has a need to properly acquire temporary easements for this project and Cochran Engineering has recommended Bill Hampton Enterprises (BHE), LLC to oversee this part of the project.

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

**SECTION 1.** The Ste. Genevieve Board of Aldermen wish to enter into the attached “Quote for Right of Way Acquisition Services – Valuation and Negotiation” (Exhibit “A”) in an amount not to exceed \$13,500.00.

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

**PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.**

Approved as to form:

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

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

SEAL

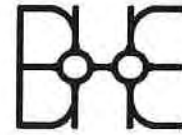
Reviewed by:

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

\_\_\_\_\_  
Happy Welch, City Administrator



Bill Hampton Enterprises, LLC  
Right of Way Acquisition Consultant  
1756 Rose Crest Ct.  
Hazelwood, MO 63042



DATE: October 10, 2023  
  
SUBJECT: Quote for Right of Way Acquisition Services – Valuation and Negotiation  
St. Mary’s Road Trail; City of Saint Genevieve, MO – TAP-9900(096)  
  
TO: Mr. Happy Welch, City Administrator, [h Welch@stegenevieve.gov]

Bill Hampton Enterprises, LLC (BHE) has considered the location of the Subject Project in Saint Genevieve, Missouri and the comprehensive scope of work necessary to acquire the easements.

Regarding Parcels 2, 4, 5, 7, 8, and 9;

After estimating the complexity of the ownership interest to acquire, need for properly prepared valuations, total hours necessary to present, explain and negotiate the required documents, and the timeframe established to accomplish the right of way phase, BHE would like to submit this quote for Right of Way Acquisition Services as follows;

Acquire Six (06) Parcels through Negotiations, \$1,650.00 each	\$9,900.00
Provide Six (06) Waiver Valuations, One per Parcel at \$600.00 each	<u>\$3,600.00</u>
Total Contract Price	\$13,500.00

Conditions;

- A. City of Saint Genevieve (Herein “The City”) will provide approved right of way plans, legal descriptions, deeds, and exhibits adequate for conveyance of the land and easement rights.
- B. The City intends to make the request for donations to the owners, and if this is successful the costs for waiver valuations will not be necessary. These costs are added here for a “cost not to exceed.”
- C. The City will, if necessary, consider adding additional time to complete the acquisition of any parcels that must be condemned or mediated as determined by a Court.
- D. BHE will invoice The City for the Waiver Valuations as soon as they are completed.
- E. BHE will initiate negotiations with owners and then invoice for 1/3 of the per-parcel negotiations fee as they are accomplished but no more than once per month.
- F. BHE will provide The City with properly executed documents as those are acquired, then BHE will invoice for the remaining 2/3 of the per-parcel negotiations fee, also once per month.
- G. Per the standard right of way services agreement, costs for testimony during condemnation preparation, hearings or trial will be additional, \$75.00 per hour with a four-hour minimum.

Should you find the above costs and conditions acceptable, please sign and return this quote via email. If there are further questions please let me know as soon as possible. Thank you for the opportunity!

Sincerely,  
Bill Hampton Enterprises, LLC

\_\_\_\_\_  
Mr. Happy Welch, City Administrator, (Date)

**RESOLUTION 2024 - 05**

**A RESOLUTION BY THE BOARD OF ALDERMEN APPROVING THE PURCHASE OF TWO HANDHELD RADIOS FOR THE POLICE DEPARTMENT FROM MOTOROLA INC THROUGH WIRELESS USA IN AN AMOUNT NOT TO EXCEED \$6,510.34.**

**WHEREAS**, the Ste. Genevieve Police Department has expressed the need for two handheld radios; and

**WHEREAS**, bids were obtained through State Cooperative Purchasing contract CT221247003 & NASPO Value Point #00318 which meets the City's bidding requirements, a copy of the proposal is attached and made part of this Resolution (Exhibit "A"); and

**WHEREAS**, this is a 2024 FY Budgeted Item and the cost of the radios will come from the Police Department Budget Line Item 10-16-8055.

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

**SECTION 1:** The Ste. Genevieve Board of Aldermen have reviewed the quote and agree with the recommendation of staff to award the bid for Motorola Radios through US Wireless in the amount of six thousand five hundred ten dollars and thirty-four cents (\$6,510.34) as reflected in Exhibit "A" as part of the State Purchasing Cooperative Agreement.

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

**PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.**

Approved as to form:

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

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

Reviewed by:

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

\_\_\_\_\_  
Happy Welch, City Administrator



QUOTE-2377801

Shipping Address:  
 STE GENEVIEVE POLICE DEPT,  
 CITY OF  
 165 S FOURTH ST  
 SAINTE GENEVIEVE, MO 63670  
 US

Quote Date:10/13/2023  
 Expiration Date:12/01/2023  
 Quote Created By:  
 Jim Sheehan  
 jim.sheehan@wirelessusa.com

End Customer:  
 STE GENEVIEVE POLICE DEPT, CITY  
 OF  
 Ryan McClure  
 rmclure@stegenevieve.gov  
 573.701.4866

Contract: 21810 - JOHNSON COUNTY  
 (KS)  
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	3 2	\$2,425.28	\$1,455.17	\$4,365.51 # 2910.34
1a	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	3 2	\$0.00	\$0.00	\$0.00 0.00
1b	QA09113AB	ADD: BASELINE RELEASE SW	3 2	\$0.00	\$0.00	\$0.00 0.00
1c	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	3 2	\$6.00	\$3.60	\$10.80 # 7.20
1d	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	3 2	\$1,727.00	\$1,036.20	\$3,108.60 # 2,072.40
1e	H869CE	ENH: MULTIKEY	3 2	\$363.00	\$217.80	\$653.40 # 435.60
1f	Q629AM	ENH: AES ENCRYPTION AND ADP	3 2	\$523.00	\$313.80	\$941.40 # 627.60
2	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	3 2	\$127.12	\$76.27	\$228.81 # 152.54



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
3	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	3 <i>2</i>	\$82.08	\$49.25	\$147.75 <i># 98.50</i>
4	LSV00Q00202A	DEVICE PROGRAMMING	3 <i>2</i>	\$103.08	\$103.08	<i>#</i> \$309.24 <i>206.10</i>
<b>Grand Total</b>						<b>\$9,765.51(USD)</b> <i>\$6,510.34</i>

**Notes:**

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



**BILL NO. 4589**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO SIGN DOCUMENTS RELATED TO THE RELEASE OF EASEMENT & TRANSFER OF PROPERTY TO JAMES T. BECKERMAN FOR THE PROPERTY WHERE THE BLAIN STREET TANK WAS LOCATED.**

**WHEREAS**, an easement document was recorded in the records of the Recorder of Ste. Genevieve County, Missouri that purports to establish an easement; and

**WHEREAS**, the original purpose of such easement no longer exists due to the removal of the Blain Street Water Tank; and

**WHEREAS**, the owner of any property that was subject to this easement should be unencumbered, unrestricted and unaffected by the easement so recorded; and

**WHEREAS**, the 40 foot by 40 foot lot that contained the recently removed Blain St. Water Tank is no longer useful to the City of Ste. Genevieve; and

**WHEREAS**, the lot was originally cut out of the Beckerman lot and should be deeded back to Mr. Beckerman; and

**WHEREAS**, in exchange the two parties agree to a release of all claims regarding the property; and

**WHEREAS**, the Board of Aldermen believe it to be in the best interests to authorize the City Administrator to sign the documents to get the easement released and The Special Warranty Deed. (Attached as Exhibit "A")

**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 the City Administrator to sign the release of easement, special warranty deed and the mutual release of all claims documents as attached in Exhibit "A".

**SECTION 2.** All ordinances and parts of ordinances which are in conflict with the provisions of this Ordinance are hereby repealed.

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

**DATE OF FIRST READING:** October 12, 2023.

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

**PASSED AND APPROVED THIS** \_\_\_\_ **DAY OF** \_\_\_\_\_, **2023 BY A ROLL CALL VOTE AS FOLLOWS:**

**VOTE**

**ALDERWOMAN KRISTI CLEGHORN**  
**ALDERMAN ROBERT DONOVAN**  
**ALDERMAN ERIC BENNETT**  
**ALDERMAN JEFF EYDMANN**  
**ALDERMAN MIKE RANEY**  
**ALDERMAN JOE PRINCE**  
**ALDERMAN JOE STEIGER**  
**ALDERMAN PATRICK FAHEY**

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

Approved as to form:

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

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

SEAL

Reviewed by:

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

\_\_\_\_\_  
Happy Welch, City Administrator

**RELEASE OF EASEMENT**

THIS RELEASE is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by the City of Ste. Genevieve, a municipal corporation, whose mailing address is 165 South Fourth Street, Ste. Genevieve, Missouri 63670 (“Grantor”).

WITNESSETH:

WHEREAS, an easement document was recorded in the records of the Recorder of Ste. Genevieve County, Missouri at Book 1271, Page 91 that purports to establish an easement; and

WHEREAS, the original purpose of such easement no longer exists due to the removal of the Blain Street water tank. Therefore, the owner of any property that was subject to this easement should be unencumbered, unrestricted and unaffected by the easement so recorded.

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby release, terminate, relinquish and quit claim unto James T. Beckerman, as the present owner of the land affected by the easement contained in the above-described easement document, all the rights reserved therein to Grantor.

IN WITNESS WHEREOF the City of Ste. Genevieve has caused this release to be duly executed by its authorized representative the day and year first above written.

City of Ste. Genevieve

\_\_\_\_\_  
By: Happy Welch, City Administrator

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF STE. GENEVIEVE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Happy Welch, City Administrator for the City of Ste. Genevieve, Missouri, to me being personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Ste. Genevieve, Missouri, whose address is 165 S. Fourth St., Ste. Genevieve, Missouri, and that he has the authority to execute the foregoing instrument on behalf of the City of Ste. Genevieve, Missouri and acknowledged that he executed the same as his free act and deed and as the free act and deed of the City of Ste. Genevieve, Missouri.

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

My commission expires:



**SPECIAL WARRANTY DEED**

This DEED, made and entered into by and between City of Ste. Genevieve, a political subdivision of the State of Missouri ("Grantor"), whose mailing address is 165 South Fourth Street, Ste. Genevieve, Missouri 63670, and James T. Beckerman ("Grantee"), whose mailing address is 1380 Market Street, Ste. Genevieve, Missouri 63670:

Witnesseth, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby sell and convey to Grantee, and Grantee's heirs and assigns, the following described real property in Ste. Genevieve County, Missouri, to-wit:

All that part of fractional Section Number Twenty Nine (29) in Twp. Thirty-Eight (38) N. R. 8 E. in the City of Ste. Genevieve, which is described as follows, to-wit: Beginning at the South East corner of parcel belonging to the parties of the First Part above mentioned, said corner being N. 15° E. 295 feet from an iron pin in the West R/W line of State Highway No. 25 on the North line of U.S. Survey No. 270. Running thence, with the West line of said parcel, N. 6 deg. W. 40 feet to a corner; thence S. 76 deg. W. 40 feet to a corner; thence S. 6 deg. E. 40 feet to a corner in the South line of said parcel above referred to; thence N. 76 deg. E. 40 feet to the place of beginning.

To have and to hold the same, together with all rights, immunities, privileges and appurtenances, unto Grantee and Grantee's heirs and assigns, forever;

The Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee simple to these premises, and may convey the same; that these premises are free from all encumbrances except as set forth above, and that Grantor will warrant and defend the title to these premises unto the Grantee, and Grantee's heirs and assigns, forever, against the lawful claims of all persons claiming through the Grantor.

Witness the hand of the Grantor this \_\_\_\_ day of \_\_\_\_\_, 2023.

City of Ste. Genevieve

\_\_\_\_\_  
By: Happy Welch, City Administrator

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF STE. GENEVIEVE        )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Happy Welch, City Administrator for the City of Ste. Genevieve, Missouri, to me being personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Ste. Genevieve, Missouri, whose address is 165 S. Fourth St., Ste. Genevieve, Missouri, and that he has the authority to execute the foregoing instrument on behalf of the City of Ste. Genevieve, Missouri and acknowledged that he executed the same as his free act and deed and as the free act and deed of the City of Ste. Genevieve, Missouri.

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

My commission expires:

**MUTUAL RELEASE OF ALL CLAIMS**

For and in consideration of the mutual covenants herein set forth, the City of Ste. Genevieve, a municipal corporation, whose address is 165 S. Fourth Street, Ste. Genevieve, Missouri 63670 (hereinafter referred to as "City"), and James T. Beckerman, whose mailing address is 1380 Market Street, Ste. Genevieve, Missouri 63670 (hereinafter referred to as "Beckerman"), hereby agree, declare and warrant as follows:

1. City agrees to file a release of the easement document recorded with the Ste. Genevieve County Recorder of Deeds Office at Book 1271, Page 91 and to convey the real estate described in the deed, which was recorded at Book 147, Page 36 of the records of the Recorder of Deeds for the City of Ste. Genevieve, Missouri, pursuant to the terms and conditions of this release.

2. City and Beckerman do hereby mutually release, acquit and forever discharge the other of and from any and all claims, actions and causes of actions of every kind and nature whatsoever that now exists, or which may hereafter arise, on account of or in any way growing out of or in any way connected with the construction, maintenance and operation of the Blain Street water tank in the City of Ste. Genevieve, Missouri.

3. This release, in addition to the parties listed above, shall include and extend to all of their agents, officers, directors, partners, servants, employees, predecessors, successors and attorneys.

4. The making, execution and performance of this release is within the power of the undersigned and has been duly authorized by all necessary actions and received any requisite approval.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

City of Ste. Genevieve

\_\_\_\_\_  
By: Happy Welch, City Administrator

\_\_\_\_\_  
James T. Beckerman

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF STE. GENEVIEVE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared Happy Welch, City Administrator for the City of Ste. Genevieve, Missouri, to me being personally known, who, being by me duly sworn, did say that he is the City Administrator of the City of Ste. Genevieve, Missouri, whose address is 165 S. Fourth St., Ste. Genevieve, Missouri, and that he has the authority to execute the foregoing instrument on behalf of the City of Ste. Genevieve, Missouri and acknowledged that he executed the same as his free act and deed and as the free act and deed of the City of Ste. Genevieve, Missouri.

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

My commission expires:

STATE OF MISSOURI                    )  
  ) SS.  
COUNTY OF STE. GENEVIEVE    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, a notary public in and for said state, personally appeared James T. Beckerman, known to me to be the person who executed the within document and acknowledged to me that he executed the same for the purposes therein stated.

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

My commission expires:

**BILL NO. 4590**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN SAAS SERVICES AGREEMENT WITH GENASYS, INC. FROM SAN DIEGO, CALIFORNIA IN AN AMOUNT NOT TO EXCEED \$6,885.00 OVER A 36-MONTH CONTRACT FOR AN EMERGENCY ALERT TEXTING PROGRAM.**

**WHEREAS**, the City of Ste. Genevieve (“City”) has indicated a need for an emergency alert texting program to alert Citizens when an important notification exists; and

**WHEREAS**, staff has reviewed three proposals and recommend the one from Genasys; and

**WHEREAS**, the three year contract will cost \$2,295.00 per year dependent upon the appropriation of the Board of Aldermen; and

**WHEREAS**, the admin department fiscal year 2024 budget has appropriated funds for this expenditure in line item 10-13-8223; and

**WHEREAS**, the Board of Aldermen believe this to be in the best interests of the Ste. Genevieve and its residents to approve the attached agreement. (Exhibit “A”)

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

**SECTION 1.** The Board of Aldermen hereby approves the Mayor to enter into the SaaS Services Agreement in an amount not to exceed six thousand eight hundred eighty-five dollars (\$6,885.00) over a 36-month period pursuant to future appropriation by the Board each budget year.

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

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

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

**DATE OF FIRST READING:** October 12, 2023

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

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

**VOTE**

- ALDERMAN PATRICK FAHEY**
- ALDERMAN ERIC BENNETT**
- ALDERMAN BOB DONOVAN**
- ALDERWOMAN KRISTI CLEGHORN**
- ALDERMAN JOE PRINCE**
- ALDERMAN JOE STEIGER**
- ALDERMAN MIKE RANEY**
- ALDERMAN JEFF EYDMANN**

**Yes**    **No**    **Absent**

Approved as to form:

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

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

SEAL

Reviewed by:

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

\_\_\_\_\_  
Happy Welch, City Administrator



16262 West Bernardo Drive  
San Diego, CA 92127  
[www.genasys.com](http://www.genasys.com)

## SAAS SERVICES AGREEMENT

This SaaS Services Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between **Genasys Inc.**, with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 ("Genasys") and **Ste. Genevieve, City of, MO** with a principal address at 165 S. 4<sup>th</sup> Street Ste. Genevieve MO 63670 ("Customer").

### RECITALS:

- A. Genasys has developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.
- B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

### AGREEMENTS:

#### 1. General Definitions.

- (a) "Confidential Information" means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it.
- (b) "Customer Data" means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data and Notification contents. Customer Data does not include Feedback or data created by Genasys.
- (c) "Documentation" means Genasys' written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.
- (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys' Services.
- (e) "Malicious Code" means any virus, worm, trap door, back door, snoop ware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.
- (f) "Notifications" means notifications sent through or provided by the Software at Customer's instruction, such as emergency and safety alerts.
- (g) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, and personal health information. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
- (h) "Quote" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.

- (i) "Services" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("SOW") or order form for which Genasys may charge a separate fee.
- (j) "Software" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.
- (k) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 6(a).
- (l) "Third-Party Offerings" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.
- (m) "Users" means individuals whose agency or entity is listed on Exhibit A, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.
2. Subscription to Software; Rights and Restrictions. Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A, or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Client's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Client's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on Genasys' servers or on the servers of a third party that is in the business of hosting web- or cloud-based software applications (currently AWS). The Software is subject to the following terms and limitations:
- (a) Usage. Use of the Software is limited to Customer's own internal business. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.
- (b) Updates and Modifications. Customer acknowledges and agrees that the Software, Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.
- (c) Restrictions. Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software.
- (d) Acceptable Use Terms. Customer agrees that it and its Users:
- will not share the Software or its data with any unauthorized third party or user.
  - will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
  - will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
  - will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
  - will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
  - will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or other Provider Materials other than for their authorized purposes.



- will not delete or alter any proprietary rights or attribution notices in any content or Provider Materials obtained through the Software.
- (e) Customer Responsibilities. Customer agrees to conduct only authorized business on the Software and to limit the number of Users who may send Notifications through the Software to those that are reasonably necessary. Customer is responsible for any breach of these terms by its Users. Customer is responsible for its users' compliance with the restrictions and other terms of this Agreement and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software and for all Notifications transmitted through the Software. Genasys may monitor the Software to verify compliance with this Agreement.
- (f) Third-Party Offerings. The Software may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open-source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-Party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open-source license.
3. Other Services.
- (a) Technical Support and Maintenance. Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys' business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.
- (b) Professional Services. Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.
4. Ownership.
- (a) Genasys Ownership. Genasys owns and retains all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("Genasys IP"), subject to the rights granted in this Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.
- (b) Data Ownership and License. As between the parties, Customer owns all Customer Data provided by it and its Users. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Genasys owns all data and materials developed or created by it in connection with this Agreement, including any GIS-formatted databases. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Software's and services to others. Genasys may use and share Customer Data with third parties as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights.
- (c) Usage Data. The Software tracks metadata and other usage data and statistics related to Customer's and Users' use of the Software ("Usage Data") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data, and except as otherwise provided herein, Genasys shall not provide such data to any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any particular individual or customer.

- (d) Feedback. Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

5. Fees.

- (a) Fees. Customer's access to the Software is subject to timely payment of the fees specified in the applicable Quote (the "Fees"). Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage. Subscription Fees are due and payable in advance. Invoices are due and payable within thirty (30) days of the date of the invoice.
- (b) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.
- (c) Past Due Amounts. If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) suspend Customer's access to the Software under Section 6(d); or (iii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.
- (d) Other. All amounts paid under this Agreement are payable in U.S. dollars. Payment obligations are non-cancellable, and payments are non-refundable, other than as expressly set forth in this Agreement. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

6. Term and Termination; Suspension.

- (a) Term. This Agreement begins on the Effective Date specified above and will continue for the initial term specified in the applicable Quote (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month renewal terms (each a "Renewal Term") at Genasys' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.
- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) Suspension. Genasys may suspend Customer's and its Users' access to the Software (i) upon ten (10) days' prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.
- (d) Effect of Termination. Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity, and disclaimers.
- (e) Non-Appropriation. Customer shall be permitted to cancel, without penalty, at the end of each fiscal period if its governing body elects not to include in the budget an appropriation for the contractual payments coming due in the next fiscal period.

7. Confidential Information.

- (a) Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.

(b) Legally Required Disclosures. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act, open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys' proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, Customer must obtain the recipient's written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event.

8. Data Security.

- (a) Reasonable Safeguards. Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable privacy and protection laws, statutes, and regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its users' passwords and account IDs for the Software. Please refer to Genasys' privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.
- (b) Breach Notifications. Customer will promptly notify Genasys if any account IDs or passwords are compromised, or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

9. Customer's Warranties. Customer represents and warrants to Genasys that:

- (a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.
- (c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer shall not send Notifications to emergency phone numbers and other numbers that may not legally be called by an automated Software. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.
- (d) The parties acknowledge that a third-party service provider may request that Genasys block Customer's access to certain telephone numbers ("Blocked Numbers") and in such case Genasys may deactivate access to the Blocked Numbers. At Customer's request, Genasys may provide Customer with the ability to unblock the Blocked Numbers so that Customer may send communications to the Blocked Numbers via the Software. In such event, Customer represents and warrants to Genasys that it has all rights, licenses and permits necessary to unblock, access and use the Blocked Numbers for the purposes of this Agreement. At Genasys' request, Customer will cooperate with Genasys and produce evidence of such rights to any third party that challenges the unblocking, access or use of the unblocked Blocked Numbers by Customer. Customer will defend, indemnify and hold harmless Genasys and such service provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys'

fees, arising out of or incurred with respect to the unblocking for, access to and/or use of the Blocked Numbers by Customer under this Agreement.

10. Genasys Warranties and Disclaimers.

(a) Genasys Warranties. Genasys warrants to Customer as follows:

- (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.
- (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.
- (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.
- (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.

(b) Exclusions. Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.

(c) Remedies. In the event of a breach of any Genasys warranty, Customer shall contact Genasys within thirty (30) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:

- (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.
- (ii) in the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.

(d) Limitation of Warranties. Except as expressly set forth herein, **THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE**, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open-source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 14.

(e) Outgoing Software Notifications. Customer acknowledges and agrees that: (i) Notifications sent via SMS and some other channels may not be delivered to the intended telephone if it is not in range of a transmission site or if sufficient network capacity is not available at a particular time; (ii) even within a coverage area, factors beyond the control of Genasys or the wireless or telecom carrier may interfere with Notification delivery, including without limitation Customer's or the intended recipient's equipment, terrain, proximity to buildings, foliage, weather or other conditions; (iii) Notifications to certain numbers may be blocked; and (iv) urgent Notifications may not be timely received. Neither Genasys nor the wireless carrier warrants or guarantees that Notifications will be delivered.

11. Indemnification.

(a) Mutual Indemnity. Each party (as the "Indemnifying Party") shall defend or settle at its expense any third-party claim or action brought against the other party (the "Indemnified Party") arising out of the Indemnifying Party's breach of this Agreement or any grossly negligent acts or willful misconduct of the Indemnifying Party or its personnel.

- (b) Genasys Indemnity. Genasys shall defend or settle at its option and expense any third-party claim or action brought against Customer alleging that the Software infringes a U.S. registered patent or copyright or misappropriates a trade secret. Genasys shall have no liability for any infringement claim to the extent such claim is based on: (i) modification of the Software other than by Genasys personnel; (ii) any open source or other Third-Party Offering; or (iii) the combination, operation or use of the Software with any software, hardware or other materials not furnished by Genasys. In the event of an infringement claim, Genasys may at its option and expense replace or modify the Software with reasonably equivalent non-infringing functionality or procure for Customer the right to continue using the Software. If neither of these alternatives is available on a commercially reasonable basis, Genasys may terminate this Agreement and refund to Customer any prepaid fees for the period after termination. This Section 11(b) states the entire extent of the liability and obligations of Genasys with respect to any alleged infringement or misappropriation of intellectual property rights.
- (c) Customer Indemnity. Customer shall defend or settle at its option and expense any third party claim or action brought against Genasys arising out or relating to (i) any infringement claims or privacy breaches arising out of the Customer Data, other than a security breach for which Genasys is responsible; (ii) use of the Software in violation of law or the terms of this Agreement; or (iii) bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use of the Software, including the posting, sending or failure of any Notifications or other notices and information through the Software.
- (d) Indemnification Procedure. The Indemnified Party shall promptly notify the Indemnifying Party of the claim, grant the Indemnifying Party sole control of the defense of the claim and all related settlement negotiations, and provide the Indemnifying Party with the assistance, information and authority reasonably necessary to defend the claim, at the Indemnifying Party's expense. The Indemnified Party may, at its option and expense, be represented by separate counsel in any such action. The Indemnifying Party shall pay all damages, costs and expenses, including reasonable attorneys' fees and court costs, payable to the third-party claimant.
12. Limitations of Liability. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. GENASYS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.** Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.
13. Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.
14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.
15. General.
- (a) Entire Agreement; Amendment; Waiver. This Agreement, including the attached exhibits and any related purchase orders, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer to Genasys are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. The waiver by either party of any default or breach of this Agreement, or any obligation hereunder, shall be ineffective unless in writing. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right subsequently to exercise such right or power or to insist on strict compliance.

- (b) Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding conflicts of law's provisions. However, if Customer is a governmental agency, the laws of the state where Customer is located will govern. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.
- (c) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (d) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing). Non-legal written notices in the ordinary course of business may also be sent by email to the other party.
- (e) Independent Contractors. The parties are independent contractors, and neither party shall have any right or authority to make any representations or warranties on the other party's behalf, or to assume or create any obligations or responsibilities, express or implied, on behalf of the other party.
- (f) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (g) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (h) U.S. Government Restricted Rights. Any software provided as part of the Software for or on behalf of the United States of America, its agencies and/or instrumentalities is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any other applicable federal laws or regulations.
- (i) Electronic Signatures; Signature Authority. A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The person accepting this Agreement and any related purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.

**GENASYS, INC.**

**Ste. Genevieve, City of, MO**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**EXHIBIT A**

**AUTHORIZED SYSTEM USERS AND AGENCIES**

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.
2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.
3. For the Zonehaven Service: if Customer is a county governmental agency and wishes to share access to Zonehaven with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies must first agree to a contract addendum with Genasys making them subject to the terms of the Agreement:

Agency Name:

Email Domain:

Ste. Genevieve, City of, MO

stegenevieve.gov

**EXHIBIT B - QUOTE  
PRICING**

GEM-PS-CL-SYS	Email notification SMS notification Phone notification IPAWS connector Social Media connector RSS feed connector Premium 24x7x365 support Genasys supplied data
GEM-WE-CL-SYS	Automated Weather
GEM-SMSOPT-SYS	GEM Short Code & Key Word Op-In/Out
GEM-PS-10K	Notification by phone, email, and SMS to residents based on a population of 5,000

<b>SKU</b>	<b>Description</b>	<b>Annual Price</b>	<b>Years</b>	<b>Final Price</b>
GEM-PS-CL-SYS	GEM Foundation	\$2,295	3	\$6,885
GEM-WE-CL-SYS	Automated Weather	NC	3	
GEM-SMSOPT-SYS	GEM Short Code & Key Word Op-In/Out	NC	3	
GEM-PS-10K	Public Notification	NC	3	
<b>Total</b>		\$2,295	3	<b>\$6,885</b>



<b>Payment Schedule</b>	
Year 1	\$2,295
Year 2	\$2,295
Year 3	\$2,295

**THE QUOTE IS VALID FOR 45 DAYS FROM THE DAY OF THE QUOTE**

**AN ORDINANCE AMENDING SECTION 610.810 VIDEO SERVICE PROVIDERS TO COMPLY WITH STATE STATUTE SECTION 67.2689 OF THE REVISED STATUTES OF THE STATE OF MISSOURI**

**WHEREAS**, the City of Ste. Genevieve has imposed a franchise fee of five percent (5%) of gross revenues for video services as authorized by Section 67.2689 of the Revised Statutes of the State of Missouri; and

**WHEREAS**, the Missouri Legislature has amended Section 67.2689 to limit the maximum franchise fee that can be assessed pursuant to that statute as follows:

<b>EFFECTIVE DATE</b>	<b>MAXIMUM SERVICE PROVIDER FEE</b>
August 28, 2023	4.5%
August 28, 2024	4.0%
August 28, 2025	3.5%
August 28, 2026	3.0%
August 28, 2027	2.5%

**WHEREAS**, the City of Ste. Genevieve desires to be in compliance with the Missouri statute that authorizes the video services franchise fee.

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

**SECTION 1.** Section 610.810 Video Service Providers shall be amended and replaced to read as follows:

- A. *Definitions.* The words and phrases used in this Section shall have the meaning as set forth in Section 67.2677, RSMo., or, if not defined therein, shall have such meanings as established by City Code.
- B. *Franchise Fee.* Pursuant to Section 67.2689, RSMo., and as partial compensation for use of the City's public rights-of-way, each video services provider or other person providing cable services or video services within the City shall, to the extent permitted by law, pay to the City a fee of four and one-half percent (4.5%) of the gross revenues from such video services provided in the geographic area of the City. Beginning August 28, 2024, the fee will be four percent (4%) of the gross revenues from such video services provided in the geographic area of the City. Beginning August 28, 2025, the fee will be three and one-half percent (3.5%) of the gross revenues from such video services provided in the geographic area of the City. Beginning August 28, 2026, the fee will be three percent (3%) of the gross revenues from such video services provided in the geographic area of the City. Beginning August 28, 2027, the fee will be two and one-half percent (2.5%) of the gross revenues from such video services provided in the geographic area of the City. Such payment shall be made as required by Section 67.2689, RSMo. The City shall have the right to audit any video services provider as authorized by Section 67.2691, RSMo. Late payments shall

accrue interest due to the City compounded monthly at one and one-half percent (1.5%) or such other maximum rate as may be established by law.

- C. *Customer Service Requirements.* All video services providers providing service within the City shall adopt and comply with the minimum customer service requirements set forth in Section 67.2692, RSMo. Notice or receipt of this Section by a video services provider shall be deemed notice of the City invoking such customer service requirements.
- D. *Rights-Of-Way Regulation — Indemnification — Permits and Compliance with Other Laws.* Video service providers shall comply with the requirements of Sections 67.2707, 67.2709, RSMo., and all applicable ordinances and regulations consistent with Sections 67.1830 to 67.1846, RSMo., relating to use of the City's rights-of-way. Each video services provider shall indemnify and hold harmless the City and its officers, employees and agents from any loss or damage, including, but not limited to, attorneys' fees, as provided in such ordinances or regulations, but in no event less than the obligation on video services providers set forth in Section 67.2695, RSMo. The City may require documentation of such indemnification by written agreement or other instrument to the extent permitted by law. In addition, video services providers shall be subject to and comply with such supplementary provisions relating to placement, screening and location of facilities as provided in Section 405.145 of this Code, whether on public or private property, and such other applicable laws of the City, except as may be otherwise validly pre-empted. Notwithstanding any other ordinance to the contrary, no facilities to be used for video services shall be installed without obtaining a permit from the City authorizing the location and plans for such facilities; provided that this provision shall not apply to installation of otherwise lawful and authorized poles or wires.
- E. *Public, Educational and Governmental Channels.* Each video services provider shall designate a number of channels for public, educational and governmental programming consistent with Section 67.2703, RSMo.; provided that any greater number of channels as may be required in the incumbent cable franchise or franchise ordinance shall be required pursuant to Section 67.2703.2, RSMo. The City shall bear no cost relating to the transmission, availability or maintenance of such channels unless expressly authorized by the City in writing and approved by the Governing Body. Incumbent cable operators and other video services providers shall provide support for such public, educational and governmental channels consistent with Section 67.2703.8, RSMo.
- F. *Continued Obligations.* The obligations of a cable service provider or video services provider as set forth in any existing cable services or video services franchise or ordinance shall also continue to apply to the fullest extent permitted by applicable law.
- G. *Reservation of Rights.* The City retains all rights in Sections 67.2675 through 67.2714, RSMo., inclusive, and may take any and all actions permitted by law to exercise such rights or to enforce such obligations on providers of video services.

H. *Notice.* A copy of this Section shall be delivered to each video services provider operating in the City after notice to the City that such provider is authorized to provide service within the City; provided that the provisions of this Section shall, to the extent permitted by law, not be affected by any claimed or actual failure of a service provider to have received delivery of a copy of this Section.

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

**SECTION 3.** This ordinance shall be codified.

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

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

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

**PASSED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023 BY A ROLL CALL VOTE AS FOLLOWS:**

**VOTE**

**ALDERMAN PATRICK FAHEY  
ALDERWOMAN KRISTI CLEGHORN  
ALDERMAN ERIC BENNETT  
ALDERMAN BOB DONOVAN  
ALDERMAN MIKE RANEY  
ALDERMAN JOE PRINCE  
ALDERMAN JOE STEIGER  
ALDERMAN JEFF EYDMANN**

**\_\_\_\_ YES \_\_\_\_ NO \_\_\_\_ ABSENT**

APPROVED AS TO FORM:

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

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

ATTEST:

REVIEWED BY:

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

\_\_\_\_\_  
Happy Welch, City Administrator