

employees, except to the extent such claims, damages or losses are caused by the negligent act or omission of the Owner.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the Owner withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The Owner shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE 5

SEPARATE CONTRACTS

5.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The Owner reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the Work or property of any other contractor on the project, and such separate contractor sues the Owner or initiates a legal proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the Owner arises there from the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court costs which the Owner has incurred.

5.3 OWNER'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.9, the Owner may clean up and charge the cost thereof to the separate contractors.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the Owner.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the Owner. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the Owner harmless from and against any loss on account thereof.

6.6 TESTS

6.6.1 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

6.6.2 The Owner will provide special inspection and testing services to verify the Work is performed in accordance with the Contract. The Owner will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the Owner forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the Owner. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the Owner's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the Owner shall bear such costs.

6.7 PERFORMANCE AND PAYMENT BONDS

6.7.1 A Performance & Payment Bond in an amount equivalent to one hundred percent (100%) of the Contract price must be furnished and executed by the successful bidder, this bond to be in the form contained in this Contract. The Surety shall be a corporate surety company or companies of recognized standing, licensed to do business in the State of Missouri and acceptable to the Owner.

6.8 SHOP DRAWINGS AND SUBMITTALS

Not Applicable

ARTICLE 7

TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said Work shall include all punch list items deemed necessary by the Owner. The date of completion of the Contract shall be the date when all work including Owner punch list items have been approved in writing by the Owner.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the Owner to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the Owner-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the Owner-Contractor Agreement and is the total amount payable by the Owner to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 Upon final completion of the Work, the Contractor shall submit to the Owner an itemized Application for Payment pursuant to the Owner-Contractor Agreement on supported by such data substantiating the Contractor's right to payment as the Owner may require.

8.2.2 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

If the Contractor has made Application for Payment as above, the Owner will, in accordance with the Owner-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the Owner's reasons for withholding all or any portion of such payment.

8.4 COMPLETION AND FINAL PAYMENT

8.4.1 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will make final payment to the Contractor in accordance with the Owner-Contractor Agreement.

8.4.2 The final payment shall not become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as amended by MO.Rev.Stat. 1969, and (4) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner indemnifying the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.3 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the Owner deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The Owner will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The Owner shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim Form. A copy of the Damage Claim Form shall be submitted by the Owner to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim Form from the Owner. If the Owner shall have a legitimate basis for believing that such claim is valid, the Owner shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the Owner has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

ARTICLE 10

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the Owner-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the Owner-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.10.

10.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Certificate of Insurance 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."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given to the Owner.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

10.2.2 The Contractor shall purchase and maintain such machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates of Insurance must state on the certificate: **"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."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

10.2.4 Any loss insured by property insurance maintained by the Owner shall be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

10.2.5 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, Owner-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE 11

CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the Owner-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed and performed under the applicable conditions of the Contract Documents.

11.1.2 A Change Order is a written order to the Contractor signed by the Owner, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor shall receive no compensation or extension of time for performing any additional or extra work unless Contractor receives a written Change Order or other written direction signed by the Owner before performing such work.

11.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in accordance with the Owner-Contractor Agreement.

11.2 MINOR CHANGES IN THE WORK

11.2.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor.

11.3 CLAIMS AND DISPUTES

11.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner notice after the occurrence of the event-giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined in accordance with Paragraph 11.3.5. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3.2 The Contractor shall carry on the Work and adhere to the Construction Schedule pending all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Owner agrees to pay the Contractor, in accordance with the Contract Documents, for Work performed that is not subject to dispute or disagreement.

11.3.3 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then the Contractor shall give notice thereof to the Owner. The Owner will promptly investigate such conditions and, if they differ materially from those indicated in the Contract Documents and cause an increase or decrease in the Contractor's cost of or time required for performance of the Work, will adjust the Contract Sum or the Contract Time, or both. If the Owner and the Contractor cannot agree on the amount of the adjustment to the Contract Sum or the Contract Time, it shall be determined in accordance with Paragraph 11.3.5.

11.3.4 If the Contractor wishes to make a claim for an increase in the Contract Time, he shall give the Owner notice thereof after the occurrence of the event-giving rise to such claim. Adjustment to the Contract Time shall be in accordance with Article VI of the Owner-Contractor Agreement.

11.3.5 In the case of any legal or equitable action taken by either party in connection with a default or breach of the other party, the prevailing party shall be entitled to recover from the other party all costs and reasonable attorney fees incurred in connection therewith. This contract shall be governed and interpreted in accordance with the laws of the State of Missouri and the venue for any cause of action shall be the 24th Judicial Court in Ste. Genevieve County, Missouri.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

Not applicable.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the Owner.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 13

SPECIAL PROVISIONS

13.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

The Contractor's Work must be scheduled such that local traffic is maintained or properly detoured during construction. It shall be the Contractor's responsibility to provide a traffic way or detour that is usable in all weather conditions.

13.2 ACCESS

13.2.1 Areas of intersections and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.

13.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the placing and compacting of the asphalt.

All temporary materials used for access will be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

If said access is not supplied as set out above, the Owner will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

13.3 PRECONSTRUCTION CONFERENCE

13.3.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the Owner, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.4 SEQUENCE OF WORK

13.4.1 A schedule of the Contractor's Work shall be submitted to the Owner for approval as required under Article V of the Owner-Contractor Agreement.

13.4.2 The Contractor shall furnish the Owner his proposed sequence and schedule for the completion of all Work for their review and approval prior to the time of the preconstruction

conference. The Owner shall have the right to specify the order of construction as deemed necessary.

13.5 CONSTRUCTION LIMITS

13.11.1 The construction limits consist of the public rights-of-way and acquired easement areas. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

13.6 ALTERED QUANTITIES

13.6.1 The Owner reserves the right to make changes which may vary the accepted quantities from those shown on the Itemized Bid Form.

13.6.2 The Contractor shall accept, as payment in full, payment at the original Contract unit bid prices for the accepted quantities of work done. No allowance will be made for any increase expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

13.7 ADDITIONS TO CONTRACT

13.7.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

13.8 PURCHASE OF MATERIALS AND EQUIPMENT

13.8.1 Sales to contractors who purchase construction materials and supplies to fulfill their contracts for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current Exemption Letter and a project Exemption Certificate to the contractor authorizing the purchases for the project. The exempt organization may monitor all supplies purchased, used, and consumed in fulfilling the project.

13.8.2 A project Exemption Certificate shall include, but may not be limited to, the following:

1. The exempt entity's name, address, Missouri Tax Identification Number and signature of authorized representative of the exempt entity;
2. The project location, description and unique identification number;
3. Date the Contract is entered into;
4. The estimated project completion date; and
5. The certificate expiration date.

13.8.3 Contractors must provide a copy of the exempt organization's Exemption Letter and the project Exemption Certificate to suppliers when purchasing materials and supplies to be consumed in the project.

13.8.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

13.8.5 Suppliers shall render to the Contractor invoices bearing the name of the exempt organization and the project identification number. These invoices must be retained by the purchasing Contractor for a period of five (5) years.

13.8.6 Contractors must file a sales tax return for all excess resalable materials and supplies which are not returned to the supplier. This return must be filed and paid not later than the due date of the Contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

13.8.7 An exempt organization that fails to revise the project Exemption Certificate expiration date as necessary to complete any Work required by the Contract will be liable for any sales tax due as determined by an audit of the Contractor.

13.9 TESTING

13.16.1 Materials Testing and Inspection Service: Owner may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor shall coordinate all Work and cooperate to allow for testing procedures as required by the Owner.

13.10 TECHNICAL SPECIFICATIONS

13.10.1 Where the term "Standard Specifications" is used, such reference shall mean the 2011 edition of the Missouri Standard Specifications for Highway Construction, except as otherwise provided in the contract documents. Where reference is made to a specific part of the Standard Specifications, such applicable part shall be considered as part of this Section of the Specifications. In case of conflict in the requirements of the Standard Specifications and the requirements stated herein, the requirements here shall prevail.

BILL NO. 4610

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE MUNICIPAL BAND.

WHEREAS, the Ste. Genevieve Municipal Band has operated the City Municipal Band Services for many years providing the public with municipal band services for the enjoyment of the general public and the citizens of Ste. Genevieve; and

WHEREAS, the Mayor and Board of Aldermen recognize the value of these past efforts of the Municipal Band and desire to hire a municipal band for the FY 2024 Band Services; and

WHEREAS, due to the success of the Municipal Band, the City and the Band hereby wish to continue the joint effort to fund the operation of the Band and provide a written statement of those covenants pursuant to the terms of this agreement; and

WHEREAS, the proposed agreement was reviewed and negotiated by the City and the President of the Band, and the City Budget for FY 2024 Line Item 25-25-7060 contains appropriate resources to carry out the goals of the proposed Agreement; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve after review accept and enter into this Agreement, a copy of which is 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 Mayor is hereby authorized and directed by the Board of Aldermen of the City of Ste. Genevieve, Missouri to execute and deliver on behalf of the City the Agreement hereby accepted and approved with the Ste. Genevieve Municipal Band in substantially the form of the contract "Exhibit "A" as attached hereto.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approve as provided by law.

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

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

DATE OF FIRST READING: March 14, 2024

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

_____ 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

AGREEMENT

THIS AGREEMENT, executed this _____ day of _____, 2024 is made between the City of Ste. Genevieve, Missouri, a municipal corporation, hereinafter described as "City" and the Ste. Genevieve Municipal Band, a benevolent corporation in good standing with the Missouri Secretary of State's Office, hereinafter described as "Band".

WITNESSETH:

- A. The Ste. Genevieve Municipal Band was formally created as a benevolent corporation on May 20, 1963 and has provided band services for many years to the public in the City of Ste. Genevieve for the enjoyment of the general public and the citizens of Ste. Genevieve. The Band has offered their services to perform a series of concerts for the public benefit.
- B. The Mayor and the Board of Aldermen recognize the value of these past efforts of the Band and desire to retain the Band for annual band services.
- C. Because of the success of the Band over the past many years, City and Band hereby desire to continue the joint effort to fund the operation of the Band and provide a written statement of agreement with regard to those services.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. MUNICIPAL BAND HIRED.

The City hereby retains the services of the Band as its municipal band.

2. SERVICES PROVIDED BY BAND.

- A. The Band shall continue to provide municipal band services to the City.
- B. The band will perform a total of ten (10) summer concerts each year during the term of this agreement. Additionally, the German Band Section of the Band shall perform two (2) concerts during the Jour de Fete Celebration which occurs on the second weekend of August each year. Such performances shall be held outdoors, weather permitting, in a location reasonably convenient to the public.
- C. The Band shall perform concerts for the benefit of the general public during Memorial Day services and shall perform an annual Holiday Season Concert during the month of December. The Band shall also perform at civic events when reasonable requests are made by the City for those additional services.

- D. The Band will provide all instruments, equipment, tools, sheet music, lubricants, reeds and other related items necessary to perform the services pursuant to this agreement. The City shall not be held liable for any damages or repairs to any of the band supplies or equipment, or any related items used in the performance of the services this agreement.
- E. The Band shall maintain general liability insurance coverage in an amount of at least One Million Dollars (\$1,000,000.00) and annually provide the City Clerk of the City with a Certificate of Insurance with the City listed as an additional insured. When performing on privately owned property for concerts, the Band shall provide a Certificate of Insurance to the property owner(s) prior to using the property.
- F. The Band shall submit an annual report to the Ste. Genevieve Board of Aldermen on or before March 1 of each year that this agreement is in effect. The report shall include, at a minimum, an itemized listing of all expenditures made for the services provided pursuant to this agreement, a roster of names and addresses of members of the Band, a listing of the dates of all concerts performed the previous calendar year, and an itemized inventory of all instruments and equipment of the Band.

3. RESPONSIBILITIES OF CITY.

- A. In exchange for the successful operation of the Band, the City will pay to the Band the sum of fifty-one thousand and no cents) Dollars (\$51,000) for the Band services set forth in this agreement and will appropriate a sum of up to Six Thousand Five Hundred Dollars (\$6,500.00) for the Band Municipal Band Musical Grant Program, which is detailed in Exhibit B, a copy of which is attached to this agreement by reference and incorporated as if more fully set forth herein.
- B. The City will make payments to the Band in equal installments on May 15th, July 15th and September 15th of each year during the term of this agreement. Those funds will be determined by a vote of the Board of Aldermen of the City at a meeting following the receipt of the annual report to the Board of Aldermen from the Band. The payments made by the City during the initial term of this agreement shall be as follows:

<u>Amount</u>	<u>Date</u>
\$17,000	May 15, 2024
\$17,000	July 15, 2024
\$17,000	September 15, 2024

C. The City may provide other assistance to the Band and the use of City facilities as requested by the Band in the City's discretion.

4. INDEPENDENT CONTRACTOR.

Band, and their agents and employees, are independent contractors performing services to the City by this agreement and are not to be considered employees or agents of the City, nor is any member of the Band, or its agents or employees, entitled to any benefits from the City beyond the terms contained in this agreement.

5. TERM OF AGREEMENT.

The initial term of this agreement shall be for one (1) year from the date above and shall automatically renew unless terminated by either party by giving written notice to the other party on or before the 1st of January of any calendar year.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year above mentioned.

CITY OF STE. GENEVIEVE

STE. GENEVIEVE MUNICIPAL BAND

Brian Keim, Mayor

James Donze, President

ATTEST:

Pam Meyer, City Clerk

Approved as to form:

Mark Bishop, City Attorney

BILL NO. 4611

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR BETHANY NOBLE THAT WILL ALLOW GUEST LODGING AT 105 N. SECOND STREET.

WHEREAS, Bethany Noble is requesting a Special Use Permit that will allow Guest Lodging at 105 N. Second Street, which is currently located in an R-2 General Residential District; and

WHEREAS, the Planning & Zoning Commission recommended approval (5-Yes 0-No 3-Absent) at the March 7, 2024 meeting with the terms and conditions stated in Exhibit "A", attached to and made part of this ordinance.

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

SECTION ONE. The Board of Aldermen hereby approves the Special Use Permit request by Bethany Noble that will allow guest lodging at 105 N. Second Street with the terms and conditions stated in "Exhibit A".

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

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

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED THIS _____ DAY OF _____, 2024 BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

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

____ **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

City of Ste. Genevieve
REVIEW AND RECOMMENDATION
From the
PLANNING & ZONING COMMISSION

APPLICANTS NAME: John & Bethany Noble

ADDRESS: 7245 Christopher Drive, St. Louis, MO 63129

BRIEF DESCRIPTION OF REQUEST: To allow guest lodging at 105 N 2nd Street

DATE OF REQUEST: Feb. 1, 2024

RECOMMENDATION

THE STE GENEVIEVE PLANNING & ZONING COMMISSION RECOMMENDS THAT THIS APPLICATION BE:

APPROVED () DENIED () TABLED

PLEASE INDICATE ANY TERMS OR CONDITIONS AFFECTING THE APPROVAL OF THIS APPLICATION

Terms & Conditions

1. Prior to Occupancy, the dwelling may not be occupied until any applicable building permits and occupancy permit are issued. The Occupancy Permit shall be renewed annually and shall include a property inspection under the City-adopted International Property Maintenance Code. Occupancy inspections prior to each guest arrival are not required.
2. Owners shall maintain a business license with the City of Ste. Genevieve under Municipal Code Chapter 605 Business Licensing. Owners shall be current on all City lodging tax payments.
3. Owners shall provide in a conspicuous location within the lodging unit at all times an operable ABC 5 lb. fire extinguisher.
4. Owners shall insure prior to each guest arrival, that exterior lighting at the entry door and any exterior stairways is operable.
5. No amplified music shall be played outside after 10 pm.
6. Owners shall post in a conspicuous location within the dwelling rules and conditions posted herein for guests to observe. It shall contain emergency telephone numbers of the Owners, the Police Department and Fire Department. It shall include a copy of the current Occupancy Permit. Owners shall provide phone number and address of the City of Ste. Genevieve's Building Department for any complaints about the condition of the property or services provided incident to the guests' stay.

7. Owner shall provide empty and clean trash receptacles at the property on the first day of each booked guest period for guest use. Owner shall legally dispose of guest trash and recyclables within 24 hours of any guest departure. Legal disposal includes storage of accumulated trash in approved receptacles or containers in such manner as not to create a nuisance. Trash receptacles shall not be placed at the street curb except on designated days by the Solid Waste hauler.

8. Signage identifying the guest lodging home shall be small and simple in nature and be attached to the structure so as to easily identify the entrance to the unit.

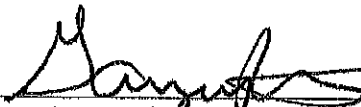
9. The applicant is to provide not less than two (2) off-street parking spaces for use by guests.

10. The exterior yard shall be maintained at all times.

IF PERMIT IS TO BE DENIED, WHAT ARE THE REASONS FOR DENIAL:

VOTE OF THE COMMISSION MEMBERS RECORDED AS FOLLOWS:

COMMISSIONERS	YES	NO	ABSENT	ABSTAIN
Gary Roth, Chairman	X	---	---	---
June Ewing	---	---	X	---
Joseph Prince, Alderman	X	---	---	---
Anthony Grass	X	---	---	---
Carl Kinsky	X	---	---	---
Gerald Bauman	---	---	X	---
Justin Donovan	X	---	---	---
Kathleen Waltz	---	---	X	---



 Gary Roth, Chairman

3-7-24

 Date



STAFF REPORT

March 7, 2024

Submitted by David Bova, Assistant City Administrator
Ste. Genevieve Planning & Zoning Commission

SPECIAL USE PERMIT
SUP003-24 / 105 N 2nd

SPECIAL USE PERMIT: To allow guest lodging at 105 N 2nd Street, a single family residential structure.

R-2 General Residential District

Owner: John & Bethany Noble
7245 Christopher Drive
St. Louis, MO 63129

Applicant: John & Bethny Noble

Legal Description: See attached.

Size of Lot: 0.23 acre, 10,080 Sq. Ft. (+/-) /
South line 86' (+/-), West line 115' (+/-), North
line 90' (+/-) East line 110' (+/-).



REQUEST:

To receive a Special Use Permit to allow guest lodging.

BACKGROUND

- The property is located in an R-2 General Residential Zone District.
- The property sits at the northwest corner of N 2nd & Jefferson Streets. The property is bordered on the west and north side by residential lots within the R-2 General Residential Zone; both lots have single-family homes on them. The property is bordered on the south side by Jefferson Street and on the east side by N 2nd Street. On the opposite sides of these two streets are residential lots with single-family homes; the properties located across both of these streets are within the C-2 Central Business District Zone.
- The property is a contributing structure within the Ste. Genevieve National Register Boundary and sits within the Ste. Genevieve National Landmark District. NRHP documents show that it was built c.1920.
- The structure's current use is as a single family residence.
- There is a detached two-car garage at the northwest corner of the lot, however the applicants plan to utilize this garage for their personal use. There is additional off-street parking along the rear of the home on a concrete driveway with access off of Jefferson Street that is approximately 15' wide and 80' long; this driveway area provides parking for approximately four (4) vehicles.

- Part of the property sits within the FEMA-identified floodplain but the structure itself does not.
- **Municipal Code Section 405.080 (A) (1) (d) (2) R-2 – General Residential District Regulations** provides: (1) Use Regulations. A building or premises shall be used only for the following purposes: (d) Following uses with special use permit only: (2) Rooming house, boarding house or guest lodging.
- **Municipal Code Section 405.020 DEFINITIONS** defines Guest Lodging as: A lodging establishment renting guest rooms or units only to transient guests and having fewer than ten (10) guest rooms; and defines Transient Guest as: Any person who rents and occupies a guest room in a guest lodging establishment for period of less than thirty-one (31) days during any twelve (12) month period.
- **Municipal Code Section 405.170 (A) (14) Off Street Parking Regulations** states (A) No building shall be erected, enlarged to the extent of increasing the floor area by as much as fifty percent (50%), or changed in use unless there is provided on the lot space for the parking of automobiles or trucks in accordance with the following minimum requirements. (14) Rooming or Lodging Home or Guest Lodging. One (1) parking space for each two (2) sleeping rooms. This structure has three (3) bedrooms and would require a minimum of two (2) parking spaces.
- **Municipal Code Section 405.200 (A) Special Use Regulations** provides: (A) Subject to the provisions of this Section, the Board of Alderman of the City of Ste. Genevieve may, after public hearing before the Board of Aldermen and after study and report by the City Planning and Zoning Commission, authorize special uses in any district as herein qualified from which the uses are otherwise prohibited based on whether such building or use will:
 1. Substantially increase traffic hazards or congestion.
 2. Adversely affect the character of the neighborhood.
 3. Substantially increase fire hazards.
 4. Adversely affect the general welfare of the community.
 5. Overtax public utilities.
 6. Be in conflict with the Comprehensive City Plan
- **Municipal Code Section 405.200 (D) (23) Special Use Regulations** provides: (D) The following special uses are authorized providing they comply with all the regulations set forth in this Chapter for the district in which such use is located.... (23) All uses by which special use permits are required by other Sections of this Chapter.
- **Municipal Code Section 405.205 (F) Table Summary of Permitted Signs** allows Guest Lodging signs within an R-2 District.

PROJECT DESCRIPTION

The applicants, John & Bethany Noble, wish to allow guest lodging, commonly known as a "VRBO" or "AirBNB", within the single family residential structure at 105 N 2nd Street.

Specific Findings of Fact:

It is hereby found that the requested use, with the below-stated terms and conditions:

1. Will not substantially increase traffic hazards or congestion.
2. Will not adversely affect the character of the neighborhood.
3. Will not substantially increase fire hazards.
4. Will not adversely affect the general welfare of the community.
5. Will not overtax public utilities.
6. Does not conflict with the Comprehensive City Plan
7. Offers adequate off street parking.

It is further found that the uses proposed are consistent with the letter and intent of the Municipal Ordinance.

RECOMMENDATION:

Staff recommends the following Standard Motion: "Motion to APPROVE Special Use Permit 003-24 with the conditions listed in the staff report":

Conditions:

1. Prior to Occupancy, the dwelling may not be occupied until any applicable building permits and occupancy permit are issued. The Occupancy Permit shall be renewed annually and shall include a property inspection under the City-adopted International Property Maintenance Code. Occupancy inspections prior to each guest arrival are not required.
2. Owners shall maintain a business license with the City of Ste. Genevieve under Municipal Code Chapter 605 Business Licensing. Owners shall be current on all City lodging tax payments.
3. Owners shall provide in a conspicuous location within the lodging unit at all times an operable ABC 5 lb. fire extinguisher.
4. Owners shall insure prior to each guest arrival, that exterior lighting at the entry door and any exterior stairways is operable.
5. No amplified music shall be played outside after 10 pm.
6. Owners shall post in a conspicuous location within the dwelling rules and conditions posted herein for guests to observe. It shall contain emergency telephone numbers of the Owners, the Police Department and Fire Department. It shall include a copy of the current Occupancy Permit. Owners shall provide phone number and address of the City of Ste. Genevieve's Building Department for any complaints about the condition of the property or services provided incident to the guests' stay.
7. Owner shall provide empty and clean trash receptacles at the property on the first day of each booked guest period for guest use. Owner shall legally dispose of guest trash and recyclables within 24 hours of any guest departure. Legal disposal includes storage of accumulated trash in approved receptacles or containers in such manner as not to create a nuisance. Trash receptacles shall not be placed at the street curb except on designated days by the Solid Waste hauler.
8. Signage identifying the guest lodging home shall be small and simple in nature and be attached to the structure so as to easily identify the entrance to the unit.
9. The applicant is to provide not less than two (2) off-street parking spaces for use by guests.

10. The exterior yard shall be maintained at all times.

Note: Staff recommendation does not constitute Commission action.

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

SUP003-24

FEE: \$50.00
PAID:



PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION A.

1. Street Address of Tract or Tracts:

105 N. 2nd St.

2. Names and Addresses of All legal owners of tract(s).

Bethany Noble

John Noble

3. Current Zoning Classification:

- A (Agricultural)
- MH (Mobil Home Park)
- R-1 (Single Family Residential)
- R-2 (General Residential)
- C-4 (Neighborhood Commercial)
- I-1 (Light Industrial)
- I-2 (Heavy Industrial)
- C-1 (General Commercial)
- C-2 (Central Business)

4. Is this property located in a historic district? Yes No

5. Signatures of All persons listed in Item #2.

Bethany Noble Bethany Noble
PRINTED OR TYPED NAME SIGNATURE

John C. Noble John Noble
PRINTED OR TYPED NAME SIGNATURE

6. Contact for Application:

Name: Bethany Noble
Address: 7245 Christopher Dr St Louis, MO 63129
Phone: 804-551-2216

I state upon my oath that all the information contained in this application is true and correct:

CITY OF STE. GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)


Applicant's Signature

SECTION B.

1. Legal description of tract(s)

See deed

2. Attach to this application a **scaled plat** of the tract(s), with **all** of the following information included:

- a: All boundary dimensions
- b: All adjoining streets and alleys.
- c: All present improvements.
- d: All intended improvements.
- e: All adjoining and cornering property lines and references to all owners listed in

Section C.

SECTION C:

1. Names and addresses of all adjoining property owners. (Include land which corners on tract or which is across streets or alley-ways). (Use or attach additional pages if necessary)

With this application, an affidavit must be provided to the Planning and Zoning Administrator stamped with the legal address and delivered to each adjoining property owner.

List Attached

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 888-5400 Fax (573) 888-8105

Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION D.

1. State the use to which this tract will be put if the SUP is granted. Attach plans, pictures, and/or drawings.

Air Sub

2. Is a transfer of the ownership of the tract dependent upon the granting of the SUP?

YES NO

3. Please indicate if the proposed use will involve any of the following:

- Gasoline Storage and/or use
- Storage and/or use of other flammable liquids
- Storage and/or use of explosives or chemicals
- Advertising signs or other display
- Fence
- Machinery or heavy equipment
- Trash/refuse/garbage generation

Please explain if any of the items above are indicated: NA

4. What other uses will exist on the premises? No

5. Has there been a prior application for rezoning, special use permit or variance for this tract?
If so, give the date and state the prior action taken.

No

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 888-5400 Fax (573) 888-8105

Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION E.

1. State the reason why you believe the requested Special Use Permit will be beneficial to you and/or the neighborhood. If you believe that a hardship will result if the SUP is denied, please elaborate.

Tourism will stimulate the local economy.

CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 883-5400 Fax (573) 883-8105

Special Use Permit Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

THIS SECTION TO BE COMPLETED BY PLANNING & ZONING ADMINISTRATOR

Application Address: 105 N 2ND

Applicant Name: BETHANY NOBLE

Date of Planning and Zoning Meeting: 3/7

Planning and Zoning Commission: Approved Denied

Date of Board of Alderman Meeting: 3/14/24 Approved Denied

Received By: DB Date & Time: _____

CITY OF STE. GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63670
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

SUP003-24

PLEASE PRINT OR TYPE (BLACK INK ONLY)

POLICE CHIEF'S REVIEW:

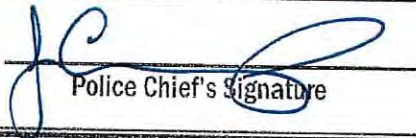
1. In your opinion, will the proposed use substantially increase traffic or congestions?

() YES (Please Explain Below)

NO

2. Please indicate if there are other law enforcement concerns:

None


Police Chief's Signature

2.8.24
Date

FIRE CHIEF'S REVIEW

1. In your opinion, will the proposed use substantially increase fire hazards?

() YES (Please Explain Below)

() NO

2. Please indicate if there are other fire protection concerns:

Fire Chief's Signature

Date

CITY OF STE. GENEVIEVE, MISSOURI
165 S. Fourth Street
Ste. Genevieve, MO 63070
Phone (573) 883-5400 Fax (573) 883-8105
Special Use Permit Application

SUP003-24

PLEASE PRINT OR TYPE (BLACK INK ONLY)

POLICE CHIEF'S REVIEW:

1. In your opinion, will the proposed use substantially increase traffic or congestions?

() YES (Please Explain Below)

() NO

2. Please indicate if there are other law enforcement concerns:

Police Chief's Signature

Date

FIRE CHIEF'S REVIEW

1. In your opinion, will the proposed use substantially increase fire hazards?

() YES (Please Explain Below)

(X) NO

2. Please indicate if there are other fire protection concerns:

NONE



Fire Chief's Signature

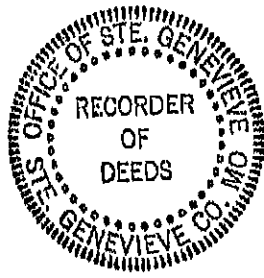
2/7/24

Date

**State of Missouri
County of Ste. Genevieve**

I hereby certify that the within Instrument
was filed on: **8/22/2022 10:21 AM**
Number of Pages: 4
Fees: \$33.00 Doc # 2022-2522
Peggy Yamnitz, Recorder

Dana Jacob
Deputy Recorder



GENERAL WARRANTY DEED

THIS DEED, made and entered into this 18th day of August, 2022
By and between Grantor,

BOBBY REINBOTT and KIM REINBOTT, husband and wife

Of the County of Ste. Genevieve, in the State of Missouri, party or parties of the first part and
Grantee,

JOHN C. NOBLE and BETHANY C. NOBLE, husband and wife
105 N. 2nd Street
Ste Genevieve, MO 63670

Of the County of Ste Genevieve, in the State of Missouri, party or parties of the second part.

WITNESSETH, that the party or parties of the first part, for and in consideration of the
sum of One Dollar and other valuable considerations paid by the said party or parties of the
second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT,
BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second
part, the following described Real Estate, situated in the County of Ste. Genevieve and State of
Missouri, to-wit:

All that certain lot in Block No. 13 of the City of Ste. Genevieve, described as follows, to-wit:
Begin at the Northeast corner of said Block No. 13 and run thence South 10 degrees East, 83
feet, and 10 inches for the beginning corner; thence South 79 degrees 40 minutes West 98 feet
and 4 inches, to line of Wm. W. Wilder's property; thence South 13 degrees East 240 feet to the
North line of Jefferson Street; thence with North line of Jefferson, North 75 degrees 15 minutes
East, 86 feet and 4 inches, to West line of Second Street; thence North 10 degrees West 234 feet,
4 inches, to the point of beginning.

EXCEPTING from the above described property the North part thereof, conveyed to William
Russel Wilder by Andrew J. Siebert and Annie Brooks Siebert, his wife by deed dated July 2nd,
1923 recorded in Book 93 at Page 205 of the Ste. Genevieve County, Missouri land records, and
described as follows, to-wit: Begin at the Northeast corner of Block No. 13, of the City of Ste.
Genevieve, and run thence South 10 degrees East 83 feet and 10 inches for beginning corner,

thence South 79 degrees 40 minutes West along and with the South line of lot owned by Andrew Wilder, 98 feet and 4 inches, to the East line of Wm. W. Wilder's property in said Block; thence with said Wilder line South 13 degrees East, 125 feet, for corner; thence Eastwardly, parallel to the South line of Andrew Wilder's lot to the West line of Second Street; thence with said West line of Second Street, North 10 degrees West, 125 feet to the place of beginning.

ALSO a right-of-way for driveway purposes, 10 feet wide, South of and adjoining to the lot herein above described, and extending from the West line of Second Street, Westwardly to the East line of Wm. W. Wilder property.

ALSO, part of Block 13 to the City of Ste. Genevieve, Missouri, being more particularly described as follows, to-wit: Commencing at a chiselled cross in the sidewalk at the intersection of the West line of 2nd Street and the North line of Jefferson Street, said cross being the Southeast corner of aforesaid Block 13. Thence North 11 degrees 32 minutes 30 seconds West along aforesaid West line a distance of 99.37 feet to a chiselled cross in the sidewalk at the Northeast corner of a tract conveyed to James L. Francis and Rosemary M. Francis, his wife recorded in Book 342 at Page 75 of the Ste. Genevieve County, Missouri land records, and being the point of beginning of tract herein described, thence South 78 degrees 57 minutes 21 seconds West along the North line of said Francis tract a distance of 89.71 feet to a cross chiselled in concrete at the Northwest corner of aforesaid Francis tract, thence North 13 degrees 26 minutes 30 seconds West a distance of 10.18 feet to an iron pin. Thence North 78 degrees 57 minutes 21 seconds East a distance of 90.04 feet to a cross chiselled in the sidewalk on aforesaid West line of Second Street, thence South 11 degrees 32 minutes 30 seconds East a distance of 10 feet to the point of beginning.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and their heirs, executors and administrators of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Bobby Reinbott Jr.

Bobby Reinbott

MINNESOTA
STATE OF ~~MISSOURI~~)
) ss.
COUNTY OF ~~STE. GENEVIEVE~~)

On this 18th day of August, 2022, before me personally appeared Bobby Reinbott, a married person, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Chloe G Muscha
Notary

Kim Reinbott
Kim Reinbott

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

On this 22nd day of August, 2022, before me personally appeared Kim Reinbott, a married person, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Tosha A Boyer
Notary

TOSHA A. BOYER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF STE. GENEVIEVE
COMMISSION #13774774
My Commission Expires: October 12, 2025

Adjoining Property Owners to 105 N 2nd

Michael & Margaret Phelps
147 N 2nd
Ste. Genevieve, MO 63670

Norman & Marietta Scherer
149 N 2nd
Ste. Genevieve, MO 63670

Tina Smith
151 N 2nd
Ste. Genevieve, MO 63670

Doral & Lynette Parmer
199 N 2nd
Ste. Genevieve, MO 63670

City of Ste. Genevieve
165 S 4th
Ste. Genevieve, MO 63670

Rosemarie Adkins & Levi Coffman
242 Washington St
Ste. Genevieve, MO 63670

Michael & Barbara Scherer
217 Jefferson St
Ste. Genevieve, MO 63670

Adam Jett & Crystal Jarvis
231 Jefferson St
Ste. Genevieve, MO 63670

Christia Turner
249 Jefferson St
Ste. Genevieve, MO 63670

3-D Rentals 2, LLC
755 N 3rd
Ste. Genevieve, MO 63670

Kristi Cleghorn
253 Jefferson St
Ste. Genevieve, MO 63670

River Fuller
258 Jefferson St
Ste. Genevieve, MO 63670

Alfred J Keiser Rev. Living Trust
246 Jefferson St
Ste. Genevieve, MO 63670

Gavilan Properties LLC
46 S Main St
Ste. Genevieve, MO 63670

Nancy Fischer
59 N 2nd
Ste. Genevieve, MO 63670

Geoffrey Giglierano
55 N 2nd
Ste. Genevieve, MO 63670

Carl Kinsky & Susan Johnson
64 N 2nd
Ste. Genevieve, MO 63670

William & Shannon Grass
4916 SW 19th Pl
Cape Coral, FL 33914-6917

G6 Investments LLC
6600 Rodeo Drive
Festus, MO 63028

Colleen Weiler
425 Sycamore Dr
Ste. Genevieve, MO 63670

Dale & Alice Blechle
104 N 2nd
Ste. Genevieve, MO 63670

James Mullen
145 Jefferson St
Ste. Genevieve, MO 63670

Rick & Janet Skinner
1821 Greensferry Road
Jackson, MO 63755

Jennifer Olive Kraus
145 Washington St
Ste. Genevieve, MO 63670

Lisa & Douglas Palmer
186 Washington St
Ste. Genevieve, MO 63670

Darwin & Sandra Muzzy
176 N 2nd
Ste. Genevieve, MO 63670

Renters

Beth Gross
151 N 2nd
Ste. Genevieve, MO 63670

Hannah Walker
99 N 2nd
Ste. Genevieve, MO 63670

William Grass
98 N 2nd
Ste. Genevieve, MO 63670

Kara Burt
150 Jefferson St
Ste. Genevieve, MO 63670



To: Surrounding Property Owners
From: David Bova, Assistant City Administrator
Subject: Request for Special Use Permit
Date: February 8, 2024

Bethany Noble is requesting a Special Use Permit to operate a guest lodging house, commonly known as "Vacation Rental By Owner" or "AirBnb" at 105 N 2nd Street, which is in an R-2 General Residential zoning district. Such use is permitted in an R-2 Residential Zoned District with a Special Use Permit.

The Planning and Zoning Commission for the City of Ste. Genevieve, Missouri will hold a public meeting on this request on Thursday, March 7th at 6pm at City Hall, 165 S 4th Street.

If approved by the Planning and Zoning Commission, The Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on the recommendations of the Planning and Zoning Commission on Thursday, March 14th at 6:00 pm at City Hall, 165 S 4th Street.

All interested parties are invited to attend.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Bova", with a horizontal line extending to the right.

David Bova,
Assistant City Administrator

City of Ste. Genevieve
165 S. Fourth Street, Ste. Genevieve, MO 63670
573-883-5400



February 8, 2024

Bethany Noble
7245 Christopher Drive
St. Louis, MO 63129

Ms. Noble,

Enclosed please find a letter that was sent to the surrounding property owners of 105 N 2nd Street regarding your request for a special use permit. Your attendance is needed at the Planning & Zoning meeting and the Public Hearing for which your request will be discussed.

PLANNING & ZONING MEETING
Thursday, March 7th at 6:00 pm

PUBLIC HEARING – BOARD OF ALDERMAN (if approved by P&Z)
Thursday, March 14th at 6:00 pm

These meetings will be held at City Hall, 165 S 4th Street. If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Bova", with a horizontal line extending to the right.

David Bova,
Assistant City Administrator

City of Ste. Genevieve
165 S. Fourth Street, Ste. Genevieve, MO 63670
573-883-5400

Run week of Feb 21– 1 week only

NOTICE OF PUBLIC HEARING

The Planning & Zoning Commission of the City of Ste. Genevieve, Missouri will hold a public meeting on Thursday, Mar. 7th, 2024 at 6:00 PM at City Hall, 165 S 4th Street.

The Mayor and the Board of Aldermen of the City of Ste. Genevieve, Missouri will hold a public hearing on Thursday, Mar. 14th, 2024 at 6:00 PM at City Hall, 165 S 4th Street.

The purpose of this meeting & hearing is to consider the following.

A request from Bethany Noble for a special use permit to allow guest lodging at 105 N 2nd St. in an R-2 General Residential District.

All interested parties are invited to attend.

To: Board of Aldermen

From: Chief Jasen Crump

Ref: In-car and Body Camera

The Police Department needs to update their current in-car camera system. After much research and speaking with 3 of the top vendors of Police cameras, we have decided on Axon Enterprise, Inc. We have decided to go with a 2-camera in-car system with an integrated body camera. This purchase would be made through Sourcewell, which satisfies the bidding process.

Attached is the bid from Axon Enterprises, Inc. This bid includes 10 body cameras and 9 in-car camera systems. This bid is for all hardware and software required.

Recommendation: My recommendation is to purchase both systems on a 5-year contract and payments be spread out over the 5 years.

Chief Jasen R. Crump

BILL NO. 4612

ORDINANCE NO.

AN ORDINANCE APPROVING A CONTRACT FOR IN CAR & INTERGRATED BODY CAMERAS FROM AXON ENTERPRISE, INC. FOR THE PURCHASE/ INSTALLATION OF 10 BODY CAMERAS AND 9 IN CAR CAMERA SYSTEMS IN AN AMOUNT NOT TO EXCEED \$126,213.80 OVER A 60-MONTH CONTRACT FOR THE STE. GENEVIEVE POLICE DEPARTMENT

WHEREAS, the City of Ste. Genevieve Police Department has a need to purchase ten (10) Body Cameras and replace nine (9) in car camera systems; and

WHEREAS, after research and discussion with the Board of Aldermen (“Board”) at the March 14 work session, the police department has chosen to go with Axon Enterprise, Inc. through Sourcewell Cooperative Purchasing (contract #101223-AXN), satisfying the purchasing policy requirements; and

WHEREAS, the cost for the first year is \$14,295.69 for the body cameras and \$47,523.20 for the in car camera systems and will be allocated for the first year from the Capital Projects budget and then in the current Police Department Budget for the additional 4 years and will be up to appropriation in future budget years; and

WHEREAS, the Board believes this to be in the best interest of the Ste. Genevieve police officers and its residents to approve the proposal.

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

SECTION 1. The Board of Aldermen hereby approves the purchase of ten (10) body cameras and nine (9) in car camera systems from Axon Enterprise, Inc. of Scottsdale, AZ in an amount not to exceed one hundred twenty-six thousand two hundred thirteen dollars and eighty cents (\$126,213.80) over a 60-month period pursuant to Exhibit “A” and 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: _____

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ____ DAY OF _____, 2024 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



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-556469-45370.752BH

Issued: 03/19/2024

Quote Expiration: 03/29/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 470630

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
St. Genevieve Police Department - MO 165 S 4th St Sainte Genevieve, MO 63670-1605 USA	Ste. Genevieve Police Department - MO 165 S 4th St Sainte Genevieve MO 63670-1605 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brynden Herrera Phone: Email: bherrera@axon.com Fax:	Jassen Crump Phone: 5732188551 Email: jcrump@stegenieve.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$39,052.40
ESTIMATED TOTAL W/ TAX	\$39,052.40

Discount Summary

Average Savings Per Year	\$5,215.68
TOTAL SAVINGS	\$26,078.40

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$14,295.69	\$0.00	\$14,295.69
May 2025	\$5,829.96	\$0.00	\$5,829.96
May 2026	\$6,063.16	\$0.00	\$6,063.16
May 2027	\$6,305.68	\$0.00	\$6,305.68
May 2028	\$6,557.91	\$0.00	\$6,557.91
Total	\$39,052.40	\$0.00	\$39,052.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Quote Unbundled Price: \$65,130.80
 Quote List Price: \$39,054.80
 Quote Subtotal: \$39,052.40

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M00003	BUNDLE - ACQUISITION	10	60	\$96.54	\$53.08	\$53.08	\$31,848.00	\$0.00	\$31,848.00
A la Carte Software									
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION	2	60		\$27.12	\$27.12	\$3,254.40	\$0.00	\$3,254.40
	BASIC TO PRO								
Basic license	Basic License Bundle	2	60		\$16.27	\$16.25	\$1,950.00	\$0.00	\$1,950.00
A la Carte Services									
80146	AXON BODY - PSO - VIRTUAL STARTER	1			\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
Total							\$39,052.40	\$0.00	\$39,052.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - ACQUISITION	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	05/01/2024
BUNDLE - ACQUISITION	100206	AXON BODY 4 - DOCK - EIGHT BAY	2	1	05/01/2024
BUNDLE - ACQUISITION	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	05/01/2024
BUNDLE - ACQUISITION	11507	AXON BODY 3 - MOUNT - RAPIDLOCK SINGLE MOLLE	11	1	05/01/2024
BUNDLE - ACQUISITION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	05/01/2024
BUNDLE - ACQUISITION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	05/01/2024
BUNDLE - ACQUISITION	73309	AXON BODY - TAP REFRESH 1 - CAMERA	10	1	11/01/2026
BUNDLE - ACQUISITION	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	11/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	2	06/01/2024	05/31/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	2	06/01/2024	05/31/2029
BUNDLE - ACQUISITION	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	10	06/01/2024	05/31/2029
BUNDLE - ACQUISITION	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	10	06/01/2024	05/31/2029
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
A la Carte	80146	AXON BODY - PSO - VIRTUAL STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - ACQUISITION	80464	AXON BODY - TAP WARRANTY - CAMERA	10	05/01/2025	05/31/2029
BUNDLE - ACQUISITION	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	05/01/2025	05/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	165 S 4th St	Sainte Genevieve	MO	63670-1605	USA

Payment Details

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Uprfront	80146	AXON BODY - PSO - VIRTUAL STARTER	1	\$2,000.00	\$0.00	\$2,000.00
Uprfront	M00003	BUNDLE - ACQUISITION	10	\$6,689.97	\$0.00	\$6,689.97
Year 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$600.85	\$0.00	\$600.85
Year 1	Basic license	Basic License Bundle	2	\$360.02	\$0.00	\$360.02
Year 1	M00003	BUNDLE - ACQUISITION	10	\$4,644.85	\$0.00	\$4,644.85
Total				\$14,295.69	\$0.00	\$14,295.69

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$624.88	\$0.00	\$624.88
Year 2	Basic license	Basic License Bundle	2	\$374.42	\$0.00	\$374.42
Year 2	M00003	BUNDLE - ACQUISITION	10	\$4,830.66	\$0.00	\$4,830.66
Total				\$5,829.96	\$0.00	\$5,829.96

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$649.88	\$0.00	\$649.88
Year 3	Basic license	Basic License Bundle	2	\$389.40	\$0.00	\$389.40
Year 3	M00003	BUNDLE - ACQUISITION	10	\$5,023.88	\$0.00	\$5,023.88
Total				\$6,063.16	\$0.00	\$6,063.16

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$675.88	\$0.00	\$675.88
Year 4	Basic license	Basic License Bundle	2	\$404.98	\$0.00	\$404.98
Year 4	M00003	BUNDLE - ACQUISITION	10	\$5,224.82	\$0.00	\$5,224.82
Total				\$6,305.68	\$0.00	\$6,305.68

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	2	\$702.91	\$0.00	\$702.91
Year 5	Basic license	Basic License Bundle	2	\$421.18	\$0.00	\$421.18
Year 5	M00003	BUNDLE - ACQUISITION	10	\$5,433.82	\$0.00	\$5,433.82
Total				\$6,557.91	\$0.00	\$6,557.91

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

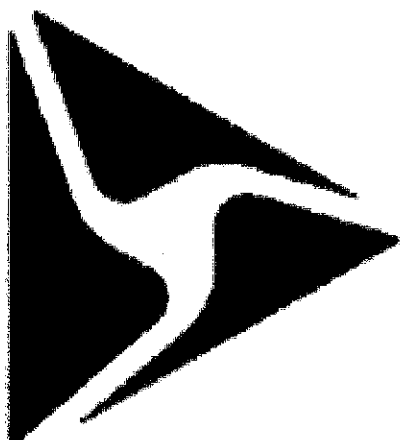
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/19/2024





Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-556891-45370.740BH

Issued: 03/19/2024

Quote Expiration: 03/29/2024

Estimated Contract Start Date: 06/01/2024

Account Number: 470630

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
St. Genevieve Police Department - MO 165 S 4th St. Sainte Genevieve, MO 63670-1605 USA	Ste. Genevieve Police Department - MO 165 S 4th St Sainte Genevieve MO 63670-1605 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brayden Herrera Phone: Email: bherrera@axon.com Fax:	Jasen Crump Phone: 5732188551 Email: jcrump@stlegenevieve.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$87,161.40
ESTIMATED TOTAL W/ TAX	\$87,161.40

Discount Summary

Average Savings Per Year	\$1,644.84
TOTAL SAVINGS	\$8,224.20

Payment Summary

Date	Subtotal	Tax	Total
May 2024	\$47,523.20	\$0.00	\$47,523.20
May 2025	\$9,334.40	\$0.00	\$9,334.40
May 2026	\$9,707.78	\$0.00	\$9,707.78
May 2027	\$10,096.09	\$0.00	\$10,096.09
May 2028	\$10,499.93	\$0.00	\$10,499.93
Total	\$87,161.40	\$0.00	\$87,161.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Quote Unbundled Price:	\$95,385.60
Quote List Price:	\$87,161.40
Quote Subtotal:	\$87,161.40

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B	Fleet 3 Basic	9	60	\$176.64	\$161.41	\$161.41	\$87,161.40	\$0.00	\$87,161.40
Total							\$87,161.40	\$0.00	\$87,161.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	100469	AXON FLEET 3 - SIM INSERTION - ATT FIRSTNET	9	1	05/01/2024
Fleet 3 Basic	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	9	1	05/01/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	9	1	05/01/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	9	1	05/01/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	9	1	05/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	9	06/01/2024	05/31/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	18	06/01/2024	05/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT (PER VEHICLE)	9

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	9	05/01/2025	05/31/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	9	05/01/2025	05/31/2029

Shipping Locations

Location Number	Street	City	State	ZIP	Country
1	165 S 4th St	Sainte Genevieve	MO	63670-1605	USA

Payment Details

May 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	Fleet3B	Fleet 3 Basic	9	\$38,547.81	\$0.00	\$38,547.81
Year 1	Fleet3B	Fleet 3 Basic	9	\$8,975.39	\$0.00	\$8,975.39
Total				\$47,523.20	\$0.00	\$47,523.20

May 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	9	\$9,334.40	\$0.00	\$9,334.40
Total				\$9,334.40	\$0.00	\$9,334.40

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	9	\$9,707.78	\$0.00	\$9,707.78
Total				\$9,707.78	\$0.00	\$9,707.78

May 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	9	\$10,096.09	\$0.00	\$10,096.09
Total				\$10,096.09	\$0.00	\$10,096.09

May 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	9	\$10,499.93	\$0.00	\$10,499.93
Total				\$10,499.93	\$0.00	\$10,499.93

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

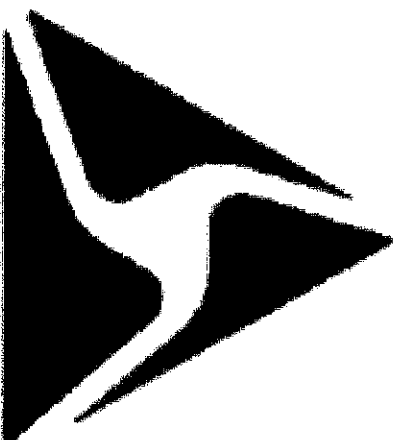
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/19/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and St. Genevieve Police Department - MO the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet In-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Staff Report

March 28, 2024



To: Board of Aldermen
From: Happy Welch
Re: City Office Trash Collection Bids

Issue:

We were approached about reducing the costs for our trash collection at various City owned facilities, so we went out for bid for trash services. We advertised in the March 13 edition of the Herald newspaper and sent out invitations to 3 vendors.

The results of the bids are:

Republic Services - \$445.00/month
Woody & Sons Disposal - \$680.00/month

All required insurance certificates were included with the bids.

I have included one proposal of 5 that is representative of all of them. N is new monthly cost. O is current monthly cost.

Recommendation:

Approve the bids and the 3 year contract with Republic Services for city office trash collection.

City Building Trash Collection BID OPENING
3/21/2024

Name	Address	Bid Amount
Republic Services	\$445	Sewer- \$95.00/mo
		City Hall \$75.00/mo
Woody & Sons		Street \$105.00
		Water Plant \$95.00
		Fire - \$75.00
		Sewer 140.00
		City Hall 110.00
		Street 180.00
		Water - 140.00
		Fire 110.00
		680.00

Those present for the bid:

Pam Meyers, City Clerk

Tara Boyle, Republic Services

~~Chris J.~~ - city Admin

BILL NO. 4613

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CUSTOMER SERVICE AGREEMENT WITH REPUBLIC SERVICES FOR TRASH SERVICE

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for trash collection at five City owned buildings; and

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

WHEREAS, the City Administrator has reviewed the bids and recommends approval of the low bid from Republic Services in the amount of \$445.00 a month for the first year with a seven percent increase for years two & three; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve believe it to be in the best interests of the City to enter into Customer Service Agreements (an example of 1 is attached for reference) for all 5 buildings incorporated by reference in this Ordinance to execute the three year trash contract with Republic Services.

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

SECTION 1. The Board of Aldermen hereby approve the Customer Service Agreements with Republic Services in the total amount of **four hundred forty-five dollars** in substantially the form of Exhibit “A” for all 5 buildings, attached hereto and made a part of this ordinance.

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

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

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

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ___ DAY OF _____, 2024 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

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

___ YES ___ NO ___ ABSENT

Approved As To Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator



3/21/2024

Pam Meyer
CITY OF STE GEN STREET DEPT
590 MARKET ST
STE GENEVIEVE, MO63670
Quote: A910717024

CITY OF STE GEN MASTER:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-844-3151. It's that easy.

Service Details

SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size:	1 - 6.0 yard Container	Base Rate:	\$105.00 per month
Frequency:	1/week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$105.00
Total Estimated Amount	\$105.00

Tara Boyle
Republic Services
573-513-5214
tboyle@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

Customer Service Agreement



INVOICE TO

CUSTOMER CITY OF STE GEN MASTER
 NAME Pam Meyer
 ATTN 165 S 4TH ST
 ADDRESS
 CITY STE GENEVIEVE, MO
 STATE
 ZIP CODE 63670-1605
 TEL. NO. (573) 883-5400/FAX NO.

SITE LOCATION

SITE NAME CITY OF STE GEN STREET DEPT
 ADDRESS 590 MARKET ST
 CITY STE GENEVIEVE, MO
 STATE
 ZIP CODE 63670
 TEL. NO. (573) 883-5400
 AUTHORIZED BY Pam Meyer
 CONTACT Pam Meyer

AGREEMENT NUMBER A910717024
 ACCOUNT NUMBER 732-2000055

EMAIL : pmeyer@stegenevieve.gov

N/O	CONT. GRP	TYPE	SIZE	C	QTY	ACCT. TYPE	C/O	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ	RECPT. REQ	L/F CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DISP RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TC/RC CMP
N	2	FL	6.0 Yd(s)	N	1	P	N	1/1/W				N	SG00	4/1/2024		\$105.00	\$166.50			Delivery \$163.00 Exchange \$200.00 Extra Yds \$60.00 Relocate \$166.50 Removal \$123.42	
O	2	FL	6.0 Yd(s)	N	1	P	N	1/1/W				N	SG00	3/31/2024		\$330.82					

CWI of Missouri, Inc. DBA Republic Services of Southeast Missouri
 HERINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____
 (AUTHORIZED SIGNATURE)

BY : _____
 (AUTHORIZED SIGNATURE)

TITLE: _____
 DATE OF AGREEMENT

TITLE: _____
 CUSTOMER NAME (PLEASE PRINT)

COMMENTS: _____
 See reverse for Terms and Conditions

Delivery Notes:
 Safety: No Safety Concerns

Fuel Recovery Fee - No, Environmental Recovery Fee - No, Administrative Fee - No
Exempt from: Fuel Recovery Fee, Environmental Recovery Fee, Administrative Fee

Rate Firm Until 04/2025

Increase 7%04/2025

Increase 7%04/2026

TERMS AND CONDITIONS

- 1. AGREEMENT.** This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.
- 2. RESPONSIBLE PARTY.** "Company" is the entity identified in the Service Details. Company is an individual operating subsidiary of Republic Services, Inc. Republic Services, Inc. itself does not perform the waste services and does not contract with customers. Accordingly, all obligations to you rest solely with Company and not with its parent company. All Services hereunder will be managed, performed, and billed for by Company, except to the extent Company may subcontract certain Services to its affiliates or subcontractors, as needed.
- 3. TERM (SCHEDULED AND ON-CALL SERVICES).** FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 36 MONTHS, UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 36 MONTHS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.
- 4. TERM (TEMPORARY SERVICES).** FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).
- 5. DEFINITIONS.** "Waste" means any waste material that fully conforms to the description of such Waste in this Agreement and its approved waste profile, manifest or other waste documentation. "Non-Conforming Waste" means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, and/or Waste placed in a container intended for a different type of Waste (such as solid waste in a container for Recyclables). "Recyclables" means material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastic containers.
- 6. SCOPE OF SERVICES; TITLE; NON-CONFORMING WASTE.** Customer grants to Company the exclusive right to perform the services set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Law"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste. Customer agrees not to deposit, or permit the deposit for collection of, any Non-Conforming Waste. Title to and liability for any Non-Conforming Waste shall remain with Customer and shall at no time pass to Company regardless of whether physical possession of Non-Conforming Waste has passed to Company. Company shall acquire title to conforming Waste when collected or received by Company. If Company determines that any Waste is Non-Conforming Waste, it will have the right to reject, revoke acceptance of, or determine alternative disposal for, such Non-Conforming Waste and convey it to Customer or another location. In such event Customer will pay Contractor's reasonable costs for the handling, analysis, transportation, repackaging, and time involved in returning such Non-Conforming Waste to Customer or other location or arranging for alternative disposal.
- 7. PAYMENT AND CHARGES.** Customer shall pay Company all rates, fees, taxes, and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. Unless otherwise agreed, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF"), environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on Company's website at: www.republicservices.com/customer-support/fee-disclosures). ADMIN, FRF, ERF and RPC are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs across its business and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise or local fees, which shall be separately itemized on Customer's invoice where applicable.
- 8. ADJUSTMENTS TO CHARGES.** Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased Company costs as measured by the most recently trailing 12-months' average in the Consumer Price Index for All Urban Consumers (Waste, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics; (c) increased disposal or processing costs; (d) increased transportation costs; (e) increased fuel costs; (f) costs or fees due to the inclusion of Non-Conforming Waste and/or contamination; (g) decreased value of Recyclables or changes in commodity markets; or (h) actual Services or equipment that differ from those listed in the Service Details (all of the foregoing are "Required Adjustments"). Subject to any Comments in the Service Details, Company may also increase Charges at any time and for any other reason by notice to Customer (on its invoice) and with Customer's consent ("Agreed Adjustments"), which consent may be evidenced verbally, in writing, or by the parties' actions and practices. Unless specified otherwise in Company's notice, all adjustments to charges shall be treated as Agreed Adjustments. Within 30 days of receiving notice of an Agreed Adjustment, Customer may object to the adjustment by calling Customer Service. If Customer does not object to an Agreed Adjustment within 30 days and continues to receive and pay for Services, then Customer shall be deemed to have consented to the Agreed Adjustment by its actions.
- 9. SERVICE CHANGES.** The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.
- 10. RESPONSIBILITY FOR EQUIPMENT; ACCESS.** Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than Customer's employees without Company's prior written consent. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site.
- 11. COMPANY INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") TO THE EXTENT ARISING FROM COMPANY'S NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT.**
- 12. CUSTOMER INDEMNIFICATION. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL LOSSES TO THE EXTENT ARISING FROM CUSTOMER'S NEGLIGENCE, WILLFUL MISCONDUCT, PROVISION OF NON-CONFORMING WASTE, AND CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT; THE OBLIGATIONS SET FORTH IN SECTIONS 11 AND 12 SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. SUSPENSION; TERMINATION.** If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

14. LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

15. RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of the Services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

16. COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All notices to Company pertaining to this Agreement shall be sent via email to contractnotice@republicservices.com. If (and only if) Customer does not have access to email, written notice shall be provided via certified mail to: Republic Services, Attn: Customer Contracts, 18500 N. Allied Way, Phoenix, AZ 85054. Any notices received from Customer will be deemed effective no less than 60 days from the date received by Company.

17. DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all claims between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising in connection with or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement; and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

18. MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any Waste or Recyclables. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company.

19. CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

20. RECYCLABLES. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclables and not place items in any recycling container that may make the Recyclables unsuitable for recycling or decrease the value of the Recyclables. Customer agrees that Company in its sole discretion may determine whether any load of Recyclables is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal.

21. ROLL-OFF. Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off, shall not exceed 3 feet in depth and shall not exceed 10 tons in weight. (c) Customer shall not load materials above the top of the roll-off. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties, or damages incurred by Republic due to the overweight container.

22. EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement and the manufacturers and Company's instructions. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Law. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired. If this Agreement is terminated early for any reason, in addition to the Liquidated Damages, Customer shall also reimburse Company for any fabrication, configuration, installation and de-installation costs, including, but not limited to, labor costs, incurred in placing and removing the equipment from Customer's Site.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT.

INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

23. ELECTRONIC MATERIAL AND/OR BULB & BATTERY RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to the recycling of Electronic Material and Bulbs & Batteries only:

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Electronic Material" consists of any video display devices (CRT or flat panel), computers, servers, laptops, tablets, cell phones, and other electronics that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

BOX MAIL-BACK SERVICES (Electronic Material and Bulbs & Batteries). In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. Payment for Box Mail-Back Services is made in advance and will not be refunded for any reason after a box has been shipped to Customer. If Customer returns an unused box, Customer will be responsible for its shipping cost plus a restocking fee.

Expiration of Boxes. Each box must be received by Company or its subcontractor within 1 year from the date of order (the "Expiration Date"). With respect to Electronic Material, the Expiration Date can be extended an additional year for a fee of 50% of the original box price. Company has no obligation after the Expiration Date to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) processing electronics containing wood; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any box exceeding its specified maximum weight; (ii) shipping materials in the wrong box or mixing materials in a box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

PACK-UP & PICK UP SERVICES (Electronic Material and Bulbs & Batteries). In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) video display devices (CRT); (2) video display devices (flat panel); (3) computers; (4) laptops, tablets, cell phones; and (5) all other Electronic Material. A full list of items that fall into each of these categories is available upon request. If the Electronic Material is not properly sorted, is not removed from its original packaging, and/or is not properly loaded and palletized, additional fees will apply.

FULL SERVICE (Electronic Material). There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:

BILL NO. 4614

ORDINANCE NO.

AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2024 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES.

WHEREAS, Section 67.040 RSMo provides that after any political subdivision has approved the budget for any year and has approved or adopted the orders, motions, resolutions, or ordinances required to authorize the expenditures proposed in the budget, the political subdivision shall not increase the total amount authorized for expenditure from any fund, unless the governing body adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion, resolution or ordinance to authorize the revenues and expenditures; and

WHEREAS, due to unforeseen increases in anticipated revenues and expenditures in the Fiscal Year 2024 Budget which was adopted in October 2023, the City of Ste. Genevieve has a need to amend the Fiscal Year 2024 Budget to acknowledge those additional revenues and expenditures as included with the attached exhibit.

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

SECTION 1: The Board of Aldermen hereby approves the Budget Amendments to the Fiscal Year 2024 City Budget pursuant to Exhibit "A" attached hereto and made part of this ordinance.

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS _____ DAY OF _____, 2024 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

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

____ 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

"Exhibit A"

Account Name	Account Number	Fund	FY 2024 Adopted Budget	FY 2024 Proposed Budget Amendment
Capital Lease Proceeds	10 04 4511	General Fund	\$110,000	\$115,000
Motor Vehicle/Equipment	10 16 8045	General Fund - Police Dept.	\$110,000	\$225,000
Grant Expenses	10 16 8216	General Fund - Police Dept.	\$0	\$38,145
Infrastructure	30-30-8000	Water	\$80,000	\$275,000
Motor Vehicle/Equipment	60-60-8045	Rural Fire	\$0	\$5,700
Grant Expenses	60-60-8216	Rural Fire	\$0	\$20,000
Equipment Parts	70-70-8055	Capital Projects	\$0	\$61,820