

EXHIBIT A

AGREEMENT

THIS AGREEMENT, executed this 1st day of October, 2024 is made between the City of Ste. Genevieve, Missouri, hereinafter "City", and the Ste. Genevieve Community Access Cable Board, a Missouri non-profit corporation, hereinafter "Board".

WITNESSETH:

- A. The "Board" has operated the Ste. Genevieve Community Access Television Station for several years, providing public, educational and government television programming that serves the community, or the citizens of Ste. Genevieve, with access to cable television.
- B. The "City", recognizes the value of these efforts of the Ste. Genevieve Community Access Cable Board and has provided financial support which, when combined with the funding raised by the "Board" from other sources, has provided for the operation of the Ste. Genevieve Community Access Cable Board.
- C. The City and the Board wish to continue the joint effort to fund the operation of Ste. Genevieve Community Access Cable Board until such time as the Board raises sufficient funds from sources other than the City and to provide written statement of those covenants pursuant to the terms of this agreement.

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

1. RESPONSIBILITIES OF THE STE. GENEVIEVE COMMUNITY ACCESS CABLE BOARD.

- A. The Board shall continue to provide to the City and the City residents the programming operations of Ste. Genevieve Community Access Television as a Public, Educational and Government Television station as listed in the details of operational guidelines for Ste. Genevieve Community Access Television found in Section 3 of this agreement.
- B. The Board will take actions to generate sufficient funding to operate and expand the services of the Ste. Genevieve Community Access Television Station to the residents of Ste. Genevieve.
- C. The Board shall submit monthly reports to the City, including copies of minutes of the Ste. Genevieve Community Access Television Board meetings. Financial reports shall be submitted listing sources of funding for the operation of Ste. Genevieve Community Access Television, including some detail on categories of donations received, such as business, public, individual, etc., and the number of donations within each category. The Ste. Genevieve Community Access Television Board shall also submit an Annual Report to the City prepared by either

an accountant or the Board that will include a statement of annual achievements, funding summaries, and goals and objectives for the next annual period. The annual report shall be delivered to the City of Ste. Genevieve by September 1, 2025.

- D. The Board must conduct regular meeting with a quorum present and act in accordance with adopted bylaws, which unless amended, require monthly meetings. The Board shall comply with all federal, state, and local laws in the operation of the television programming.

2. CITY RESPONSIBILITIES.

- A. In exchange for the successful operation of the Ste. Genevieve Community Access Television System, the City will pay to the Board \$39,000.00 a year from funds the State of Missouri sends to the City that are collected from fees submitted to the State by the provider of cable services to the City. If the total received from the State falls below \$52,000.00, the City will pay the Board not less than 75% of the amount that the City receives. The City will make the payments on a quarterly basis.
- B. The City will grant the Ste. Genevieve Community Access Cable Board and Ste. Genevieve Community Access Television exclusive, free use of the 2,600 square feet on the east end of the lower level of City Hall including electric, water, gas and sanitary sewer.
- C. The City will provide reasonable cooperation with the Board and its employees to ensure the Board's use of the space outlined above and the coordination of operations between the City and the Board.
- D. The City will own and provide for the continuous operation of two cameras in the room where the Board of Aldermen and other entities meet, such that Board of Aldermen and other meetings may be televised.

3. CONDITIONS REGARDING STE. GENEVIEVE COMMUNITY ACCESS TELEVISION AND PUBLIC TELEVISION PROGRAMMING.

- A. Ste. Genevieve Community Access Television shall provide information of interest to the citizens of Ste. Genevieve on a 24-hour per day, 7-day per week basis, except in unforeseen circumstances involving technical difficulties, power outages, equipment failure, or other uncontrollable events.
- B. Ste. Genevieve Community Access Television shall provide information on any emergency or natural disaster in an immediate and timely manner to the citizens of Ste. Genevieve at the request of the Ste. Genevieve City Government or other relevant governmental entities or officials.
- C. Ste. Genevieve Community Access Television may cablecast the City of Ste. Genevieve meetings for the coverage of regularly scheduled and special public

meetings of the City, Mayor, and Board of Aldermen. Also, Ste. Genevieve Community Access Television may cablecast the following meetings:

- (1) Regular & Special Meetings of the Landmarks Commission,
- (2) Regular & Special Meetings of the City Planning & Zoning Commission,
- (3) Other City events reasonably requested by the City, including Municipal Band Concerts.

4. STATUS OF STE. GENEVIEVE COMMUNITY ACCESS CABLE BOARD AND STE. GENEVIEVE COMMUNITY ACCESS TELEVISION.

A. The Ste. Genevieve Community Access Cable Board and Ste. Genevieve Community Access Television and their agents and employees are independent contractors are not employees of the City of Ste. Genevieve nor is the Ste. Genevieve Community Access Cable Board, or its agent or employees entitled to any city benefits.

5. TERM OF AGREEMENT.

A. The term of this Agreement shall be a term of one (1) year from the date of execution above. This Agreement shall expire on September 30, 2025.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above mentioned.

CITY OF STE. GENEVIEVE

**STE. GENEVIEVE COMMUNITY
ACCESS CABLE BOARD**

By: _____
Brian Keim, Mayor

By: _____
Gary Whitener, Chair

Attest:

Pam Meyer, City Clerk

APPROVED AS TO FORM:

REVIEWED BY:

Mark Bishop, City Attorney

Happy Welch, City Administrator

1. GOALS AND OBJECTIVES:

The main goal and objective of the Ste. Genevieve Community Access Cable Board is to provide public, educational and government television programming that serves the community, or the citizens of Ste. Genevieve with access to cable television. To this end, the Ste. Genevieve Community Access Cable Board shall:

- A. shall provide information of interest to the citizens of Ste. Genevieve on a 24-hour per day, 7-day per week basis, except in unforeseen circumstances involving technical difficulties, power outages, equipment failure, or other uncontrollable events.
- B. shall provide information on any emergency or natural disaster in an immediate and timely manner to the citizens of Ste. Genevieve at the request of the Ste. Genevieve City Government or other relevant governmental entities or officials.
- C. cablecast the City of Ste. Genevieve meetings for the coverage of regularly scheduled and special public meetings of the City, Mayor, and Board of Aldermen. Also, Ste. Genevieve Community Access Cable Board may cablecast the following meetings:
 - (1) Regular & Special Meetings of the Heritage Commission,
 - (2) Regular & Special Meetings of the City Planning & Zoning Commission,
 - (3) Other City events reasonably requested by the City, including Municipal Band Concerts.

2. ACCOMPLISHMENTS

For the time-frame October 1, 2023 to August 30, 2024, the Ste. Genevieve Community Access Cable Board has accomplished the following:

- Continued with the Clean-Up of the Downstairs Studio.
- Kept the Community Access Channel on the air except for system down-time that Spectrum experienced with their system-wide up-grades.
- Moved the modulators that Spectrum uses to upload our Channel 990 and 991 to their system from the Furnace Room to our Control Room.
- Switched the Air Conditioning of the Control Room from Portable Floor Units to the In-House Unit that the City used in the past to cool the Board Room.
- Removed the Video Cameras in the Board Room for the City Hall remodeling and Re-Installed the Cameras after the remodeling of the Board Room.
- Purchased the technology to allow us to film from remote locations (Temporary City Hall) and control the operation from the Control Room in the Basement of City Hall. The Laptop Computer and Router cost was \$10,110.44. The laptop with a high-speed Internet connection will allow us to up-load the programming directly to YouTube.
- Up-Dated the Microphone System in the Board Room of the City Hall at a cost of \$4,871.44.



- Continued working on updating the Green Screen Technology.
- Continued to develop new sources of programming such as the taping of programs that the Ste. Genevieve Museum Learning Center presents to the Ste. Genevieve Community.

3. UP-COMING GOALS

For the up-coming time-frame of October 1, 2024 to August 30, 2025, the Ste. Genevieve Community Access Cable Board hopes to accomplish the following:

- Continue to develop a second Control Room using the older Tricaster and Cameras in the Tricaster Room.
- Develop a Plan to involve students in the production of school safety programs with the DARE program.
- Continue to film programs that the Ste. Genevieve Museum Learning Center presents to the Ste. Genevieve Community.
- Keep the Community Access Channel on the air and provide the community with educational and governmental programming.
- Plan to add an additional camera to the two currently in the Board Room to improve the filming in the Board Room.
- Update the Community Access Channel's web-page.
- Work on Cleaning-Up of the Downstairs Studio.
- Continue to develop a replacement schedule for the equipment of the Community Access Channel.
- Continue to acknowledge donations to the Community Access Channel.

4. MINUTES OF BOARD MEETINGS.

Issues that came up regarding the operations of the Access Channel could not wait for a Board Meeting were handled by e-mail.

APPENDIX	MINUTES OF THE BOARD MEETING	PAGE
A	September 26, 2023	4
B	October 31, 2023	7
C	January 30, 2024	10
D	February 27, 2024	14
E	March 26, 2024	17
F	April 30, 2024	20
G	July 30, 2024	23
H	August 27, 2024	27

5. SOURCES OF FUNDING.

We have had support from the following supporters during the past year (October 1, 2023 through August 31, 2024).

Cash Donations	50.00
City of Ste. Genevieve	39,000.00
Ellen Karl	200.00
First State Community Bank	81.50
Grace Baptist Church	275.00
Robert and Linda Mueller	250.00
Ste. Genevieve County Farmers Market	100.00

The Budget lists the Income and Expenditures of the Community Access Board by categories. It also lists what the Community Access Board has taken in and spent by categories since 2014.

APPENDIX	BUDGET YEAR	PAGE
I	2023	30
J	2024	41

Staff Report

September 12, 2024

To: Board of Aldermen
From: Happy Welch
Re: City Government Website



Issue:

Staff sent out a Request for Proposal in June, advertised it in the Herald newspaper, notified 5 potential interested developers and received 7 proposals.

I put a committee of three individuals together to review the proposal in which we looked at the Suitability of the Proposal, Candidate Experience, Value/Pricing Structure and Price Levels, Depth and Breadth of Staff, and Proposal Presentation.

I sent out a scoring sheet for each member to grade based on those criteria and then we summed up the scores for all seven candidates. Our committee met to determine who we wanted to interview further and conducted interviews on August 7 with Apptegy and Revize.

The committee met again on August 21 to finalize a recommendation to the board.

The committee recommends Apptegy from Little Rock, AR to develop and host the city government website based on a user friendly customer management system, the Thrillshare application that can push messaging out to multiple platforms, the security they offer hosting the website, and the look and feel they will bring to a website for the city.

Recommendation:

We recommend approving the Order Form Agreement with Apptegy. Inc.

BILL NO. 4633

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AND EXECUTE A MASTER SERVICES AGREEMENT WITH APPTEGY, INC. OF LITTLE ROCK ARKANSAS TO DEVELOP AND HOST THE CITY GOVERNMENT WEBSITE.

WHEREAS, the City of Ste. Genevieve's 2025 administrative budget has funding for website development and hosting and the City received ARPA funds to go towards the website development; and

WHEREAS, notice of the City Government Website development and hosting was advertised in the local newspaper, the City also notified five potential interested developers and received a total of seven firms submitting proposals; and

WHEREAS, the proposal packets were reviewed by a committee consisting of three individuals whom reviewed and scored each company and then additional interviews were conducted with the top two respondents; and

WHEREAS, it is the Committee's recommendation to enter into the Master Services Agreement with Apptegy, Inc. for the development and hosting of the City Government website for the City of Ste. Genevieve; and

WHEREAS, the Board of Aldermen believe it is in the best interest of the City to enter into the attached Master Services Agreement (Exhibit "A") with Apptegy, Inc. of Little Rock Arkansas to perform the City Government website development and hosting.

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

SECTION 1: The Board of Aldermen of the City of Ste. Genevieve, Missouri hereby authorize and direct the Mayor to enter into the attached agreement (Exhibit "A") with Apptegy, Inc. of Little Rock Arkansas as incorporated herein by reference and made a part of this ordinance for the City Government Website Design, Development and Hosting.

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 BY THE BOARD OF ALDERMEN OF THE CITY OF STE.
GENEVIEVE, MISSOURI THIS ____ DAY OF _____, 2024.

VOTE

- ALDERMAN PATRICK FAHEY
- ALDERWOMAN AMIE DOBBS
- ALDERMAN BOB DONOVAN
- ALDERMAN MIKE JOKERST
- ALDERMAN MIKE RANEY
- ALDERMAN JEFF EYDMANN
- ALDERMAN JOE PRINCE
- ALDERMAN JOE STEIGER

___ AYES ___ NAYS ___ ABSENT

Approved as to Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



I. Estimated Transition Timeline

Kick-off

Week 1

We get our partnership started with a meeting to introduce stakeholders on your side and ours. In this meeting, we will cover our detailed roadmap, initial designs, and the overall structure of the planned implementation.

Design

Weeks 2-3

We create a mockup as a first draft and iterate from there. Since we've already established a good understanding of what you're looking for in the kick-off call, this process is typically quite fast.

Development & Content Migration

Weeks 4-6

Once we're done with the development, we migrate your static content for you. After our team has gone through your entire website and app and confirmed that everything is working, we will ask you to approve the content and functionality as well.

Training Sessions

Weeks 7-8

An ideal training schedule will include a setup call with your project lead, in-depth sessions for all of your power users, and introduction sessions for casual users.

Launch Campaign

Weeks 9-10

Flipping the switch is all it takes: we just point your domain to our servers and the change to the new website will be instant.

Of course we don't want the switch to go unnoticed by your community. That's why we design an entire launch campaign around the app and website with you. You'll get a custom marketing playbook, including graphics, videos, and a launch plan.

Support

Ongoing

Now that you are live, we work together to drive adoption of your new website and mobile app. You will be working closely with your Client Success Manager on marketing strategies and our Support Team on any questions your users have after the switch.



II. Order Form

Client Name: City Of Ste Genevieve, MO			
Address: 165 S. 4th Street, Ste Genevieve		Email: hwelch@stegenevieve.gov	
Missouri 63670		Phone: 573-883-5400	
Description	Price	Qty	Subtotal
Mobile App Development (one-time) One-time app development for IOS and Android apps for the Municipality *Billed one-time	\$9,500	1	\$9,500
Thrillshare (annual) Thrillshare Publishing Platform (desktop and mobile) for ~5000 population *Billed and payable in full annually *For Clients that elect automatic renewal, pricing subject to 5% annual increases after last year of initial purchased term(see Terms for more info)	\$7,500	1	\$7,500
Website design and hosting Up to 1 re-design per contract year Included in Thrillshare cost	\$0	1	\$0
Support, service, and training Included in Thrillshare cost	\$0	1	\$0
Static content migration Included in Thrillshare cost	\$0	1	\$0




III. Payment Schedule

Payment Schedule: Payable subject to the terms of Agreement	Amount
Total of the above, collectively, the "Services"	\$17,000.00
Billed after signature	\$ 17,000 (one-time development cost + annual)
60 Days from signature ("Client Start Date")	
One year from Client Start Date	\$ 7,500 (annual, if renewed) *Subject to 5% increase for renewal

This Order Form and Master Services Agreement (collectively, the "Agreement") between Apptegy, Inc. ("Apptegy"), and the client listed above ("Client") is effective as of the date of Client's signature below. This Agreement includes and incorporates the above Order Form, as well as the attached Master Services Agreement ("MSA"). By signing below, Client acknowledges receipt of this Agreement, including the Order Form and the MSA, and hereby accepts and agrees to be bound by this Agreement.

Client

Apptegy, Inc.

By:  SIGNATURE
Happy Welch

By:  SIGNATURE
Eli Mason

Name: Happy Welch

Name: Eli Mason

Title: City Administrator

Title: Sales Representative

Date:



Master Services Agreement

The following terms and conditions are a binding part of the Order Form and Master Services Agreement of Apptegy, Inc. (together with its affiliates, agents, and assigns, "**Apptegy**") between Apptegy and the Client that is set out in the Order Form. References to the "**Agreement**" below collectively include the Order Form (including and incorporating the terms and conditions set out in the "**Estimated Transition Timeline**" and the "**Payment Schedule**" that is provided with this Agreement) and the following terms and conditions. This Agreement provides the terms and conditions for Client to purchase and use Apptegy's Services (as defined below). Capitalized terms used but not otherwise defined in the following terms and conditions will have the meanings given to them in the Order Form.

1. Integration with Other Documents. This Agreement is the entire agreement between Apptegy and Client with respect to the Services, except as expressly set out below. No separate written or online agreements or terms and conditions will be incorporated in this Agreement or otherwise bind the parties unless expressly set out in this Agreement or in a Client Addendum (as defined below). The Client Addendum will control and govern with respect to all matters expressly addressed in the Client Addendum, and this Agreement will control and govern with respect to all other matters. If you do not have a separate Client Addendum, this Agreement will control and govern in all circumstances. To be enforceable on the parties, any amendment, modification, or addition to the terms and conditions of this Agreement must be set out in a separate addendum confirming such amendments, modifications, and/or additions in writing (a "**Client Addendum**").

2. Services; License. During the License Term, Apptegy will provide, and Client and the individuals allowed to access the Services by or on behalf of Client ("**User(s)**") may access and use, the products and services set out in the Order Form (collectively, "**Services**").

Client hereby grants Apptegy a limited, nonexclusive, revocable, worldwide, fully-paid, royalty-free license to use, copy, and modify Client's information, material, data, photographs, videos, intellectual property (including without limitation all copyrights, trademarks, service marks, and similar rights), and other content (collectively, "**Client Content**") for providing and improving the Services. Client's right to access and use the Services, and Apptegy's license to Client Content, will automatically terminate upon termination or expiration of this Agreement.

3. Fees. Client will pay to Apptegy all fees set out in the Order Form. Apptegy will submit invoice(s) to Client for all fees due upon execution of the Agreement and/or on the Client Start Date(s) (as defined below) as set out in the Order Form. Apptegy will invoice all subsequent-year fees on or about the anniversary of the applicable Client Start Date(s). Client agrees to pay all invoices in full within 30 days of the date of the invoice. Client agrees that (i) development and implementation fees are due as set out in the Order Form, (ii) fees for use of the Services are payable in annual portions for each year of the License Term as set out in the Order Form, (iii) fees for use of the Services are subject to annual increases, starting the first renewal year after the last year of the term initially purchased by Client and continuing each year thereafter, as set out in the Order Form, and (iv) discounts for purchases of bundled Services will automatically expire if Client cancels any of the bundled Services and Client will thereafter be invoiced for the full price of the continuing Services. Client acknowledges that fees for Services do not include taxes, duties, and other government charges, including, sales, use, consumption, VAT, GST, and other withholding, as applicable, and Client is solely responsible for any such obligations, unless Client is a tax exempt entity. Client agrees to provide Apptegy with tax exemption certificate(s) or other proof of tax exempt status upon request.

4. License Term. The term of Client's license to use the Services (the "**License Term**") will start on the date(s) set out on the Order Form (the "**Client Start Date(s)**"). Clients that purchase multiple Apptegy products may have different license start dates for different products. If no license start date is set out on the Order Form, the Thrillshare Media Client Start Date will be the date that is 60 days after Apptegy receives an executed Agreement from Client and the Thrillshare Rooms Client Start Date will be the date that is 90 days after Apptegy receives an executed Agreement from Client.

The License Term will terminate on the anniversary of the applicable Client Start Date(s) that is after the number of license years initially purchased by Client, as set out in the Order Form, plus any renewal periods. This Agreement will renew for successive, additional periods of one (1) year from the anniversary of the Client Start Date(s), unless Client provides Apptegy with written notice of non-renewal before the end of the then-current License Term. Subject only to applicable procurement and appropriations law, Client agrees that it may not terminate this Agreement before the expiration of any then-current License Term without cause, unless Client pays Apptegy all fees in full for all license years of the then-current License Term, as set out in the Order Form, plus payment of any previously discounted amounts for the Services during the Term. All fees paid to Apptegy are non-refundable, subject only to applicable procurement and appropriations law.

5. Appropriations. Client's obligations under this Agreement for any year after the initial term year are contingent upon funds being appropriated or otherwise made available for the Services. If funds are not appropriated or otherwise made available for the Services, this Agreement will terminate at the end of the then-current term year and Client will be relieved of subsequent obligations under this Agreement. However, Client agrees to use its best efforts to have the amounts contemplated under this Agreement included in its budget.

6. Performance Terms. In addition to this Agreement, the rights and obligations of the Client and Apptegy with respect to providing, accessing, and using the Services will also be subject to and governed by the Apptegy Terms of Use ("**Terms of Use**") and Privacy Policy ("**Privacy Policy**"), available at the following links: <https://www.apptegy.com/terms-and-conditions/> and <https://www.apptegy.com/privacy-policy/>. The Terms of Use and Privacy Policy, as each may be amended, are incorporated into this Agreement in their entirety, as applicable to Client. Without limiting the generality of the foregoing, the Terms of Use and Privacy Policy set out and govern the terms and conditions for Services availability, User eligibility and acceptable use, data privacy and security, regulatory notices and information, warranties, disclaimers, and liability limitations, assignment, and other related terms. The applicability of the Terms of Use and Privacy Policy is limited to the order of priority set out below.

7. Carrier Restrictions. Apptegy provides text, voice, email, and other messaging to Client subject to restrictions placed on Apptegy by mobile and wireless carriers and network operators (collectively, "**Carriers**"). For example, Carriers have (i) placed limits on the number of characters that may be included in messages sent via the Services and (ii) placed restrictions on the type of messaging content that may be sent through the Services. Carrier restrictions are not within the control of Apptegy and are subject to change without notice. When a Carrier places new or modified restrictions on Apptegy, certain features and functions of the Services may change as a result without notice to you. Client agrees that Apptegy will not be responsible or liable for any change in Services that arise from or in connection with Carrier restrictions.

8. TCPA/CTIA Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing communications sent via the Services by Client and Users under Client's account, including, but not limited to, the Telephone Consumer Protection Act of 1991, as it may be amended ("**TCPA**"), and the requirements and policies of CTIA – The Wireless Association ("**CTIA**"). Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the TCPA and the CTIA, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. Apptegy may provide Client with materials and information about such laws and regulations, including the TCPA and the CTIA; Client acknowledges that all such materials and information is provided for general education purposes only. No such act by or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing the communications sent via the Services by Client and Users under Client's account, including the TCPA and/or the CTIA.

9. Accessibility Compliance. Client is exclusively responsible for complying with all applicable laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including, but not limited to, the Americans with Disabilities Act, as it may be amended ("**ADA**"), and the requirements and policies of Web Content Accessibility Guidelines ("**WCAG**").

Client is encouraged to establish and implement methods and procedures to ensure compliance with applicable laws and regulations, including the ADA and the WCAG, and to inform and train each of its employees, contractors, and representatives who use the Services on the methods and procedures. The Services include tools to assist Client with accessibility compliance, and Apptegy may provide Client with materials and information about such laws and regulations, including the ADA and the WCAG; Client acknowledges that all such tools, materials, and information are provided to assist Client with its compliance obligations and for general education purposes only. No such functionality, act by, or information from Apptegy (whether individually or taken as a whole) will create or be deemed to create responsibility or liability on the part of Apptegy with respect to Client's compliance with the laws and regulations governing accessibility of the parts of the Services under the control of Client (for example: Client's website and/or mobile applications), including the ADA and/or the WCAG.

10. Third Party Functions. Apptegy relies on third-party providers and partners for parts of the Services (for example: posting a message or communication on a Facebook or other social account; hosting Client websites). APPTEGY IS NOT RESPONSIBLE FOR ANY CONSEQUENCE, LOSS, OR DAMAGE (DIRECT OR INDIRECT) ARISING FROM OR RELATING TO THE PARTS OF THE SERVICES MANAGED OR MADE AVAILABLE BY OR VIA THIRD-PARTY PROVIDERS AND PARTNERS. Please see the Terms of Use and Privacy Policy for more information.

11. Disclaimers; Limited Liability. Apptegy provides the Services subject to certain disclaimers and limitations of liability. Please see the Terms of Use and Privacy Policy for more information.

12. Intellectual Property. Nothing in this Agreement or the performance of this Agreement will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party, except as expressly set out in the Agreement. Apptegy retains all right, title, and interest in all intellectual property rights, including patent, trademark, trade secret, and copyright (whether registered or unregistered), in and to the Services and the underlying software and technologies, all related technical documentation, and all derivative works, improvements, and modifications to any of the foregoing. Client agrees the foregoing is necessary to Apptegy providing the Services.

13. Public Records. Apptegy agrees that confidentiality or non-disclosure terms of this Agreement are subject to the freedom of information, open disclosure, and/or other government transparency laws ("**Public Records**" laws) of Client's jurisdiction. Such Public Records laws are incorporated into this Agreement. Apptegy agrees to use reasonable efforts to assist Client in responding to Public Records requests received by Client; for example, by providing Client with a copy of any records maintained by Apptegy that are subject to a request. If Client receives a Public Records request concerning Apptegy: (i) before responding to the request, Client will notify Apptegy with sufficient time for Apptegy to explain whether any information is exempt from disclosure under Public Records law; and (ii) Apptegy will redact any exempt information and provide Client with redacted copies of applicable records.

14. Data Practices. Apptegy maintains comprehensive privacy and security practices and policies. They include industry-accepted administrative, technical, and physical security controls that promote the availability, integrity, and confidentiality of our Services and Client data in our care. Further, Apptegy implements industry-accepted safeguards to protect Client data from loss and unauthorized use and disclosure. Apptegy collects and uses Client information, on behalf of and under the control of the Client, only to provide and improve our Services in accordance with our Privacy Policy and applicable law. Our Privacy Policy details the information we collect from Clients, how we collect and store it, how we use it, and the Client's rights and choices with respect to Client information. Please see the Privacy Policy for more information.

15. Compliance with Laws. The parties agree to comply with all laws applicable to the use of the Services and performance of this Agreement.

16. Insurance. Apptegy will, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers sufficient to cover the performance of the Services. Upon request, Apptegy will provide applicable certificate(s) of insurance.

17. Miscellaneous. The Order Form and Master Services Agreement, together with (i) the Terms of Use and Privacy Policy, and (ii) the Client Addendum, if applicable, is the entire agreement between the parties with respect to the subject matter, and supersedes all prior agreements and understandings, whether written or oral. If any conflict or ambiguity exists with respect to any term or condition of any of the foregoing, the following priority will govern and control: (1) if applicable, the Client Addendum for all matters expressly addressed in the Client Addendum; then (2) this Order Form and Master Services Agreement for all other matters; and then (3) the Terms of Use and Privacy Policy. Apptegy is not subject to any obligations that are not expressly identified in this Agreement, a Client Addendum, or the Terms of Use and Privacy Policy.

This Agreement is governed by the laws of the state in which Client is located, without regard to conflict of law principles. The parties irrevocably submit to the exclusive jurisdiction and venue of the federal courts having jurisdiction where Client is located for any dispute that relates to the Services or this Agreement. Except as set out in this Agreement, this Agreement may not be amended or modified without the prior written consent of both parties. Neither party may assign this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of a party's assets or voting securities. If any provision(s) of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not invalidate or render the Agreement unenforceable, but rather the Agreement will be construed as if not containing the unenforceable provision(s), and the rights and obligations of the parties will be construed and enforced to honor the parties' original intent to the maximum extent permitted under applicable law. This Agreement will inure to the benefit of the successors and assigns of the parties. The Agreement may be executed in multiple counterparts and executed by original, facsimile, or electronic signature (including PDF, Proposify, HelloSign, and similar methods), each of which when delivered will be deemed an original, and all of which together will constitute one agreement.

*** **



Staff Report

September 11, 2024

To: Board of Aldermen
From: Happy Welch
Re: Deed Restriction



Issue:

As part of the final closeout RTP grant paperwork for the trail at Pere Marquette Park we have to record a Deed Restriction on the property for the trail so that it is not removed for the next 25 years.

Recommendation:

Approve the recordable deed restriction.

BILL NO. 4634

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE MISSOURI AUTHORIZING THE MAYOR TO SIGN A DECLARATION OF DEED RESTRICTION FOR PROPERTY LOCATED IN PERE MARQUETTE PARK.

WHEREAS, City of Ste. Genevieve (“City”) received Grant Funds administrated by the Missouri Department of Natural Resources for the purpose of the “Pere Marquette Trail Rehabilitation Project”; and

WHEREAS, the commitment to the grant included the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access for a minimum of 25 years; and

WHEREAS, the City of Ste. Genevieve agreed to comply with all rules and regulations of the Recreational Trails Program, applicable Executive Orders, all state laws that govern the grant applicant during the performance of the project, and stewardship requirements after the project is completed; and

WHEREAS, in accordance with the RTP grant award and 2 CFR 200.316, the Property has been improved with grant funds and must be held in trust as trustees for the beneficiaries of the program funds used to develop the property by limiting use of the Property to outdoor recreational use, and maintaining and operating the property in accordance with Title VI of the Civil Rights act of 1964 such that no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of this improvement paid by federal financial assistance for 25 years from the signature date on this document; and

WHEREAS, upon the recommendation of City staff, the Board of Aldermen after review and consideration believe it is in the best interest of the City of Ste. Genevieve to authorize the Mayor to sign the declaration of deed restriction.

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 authorizes the Mayor to sign a Declaration of Deed Restriction, attached as Exhibit “A” and have it recorded at the Recorder of Deeds.

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

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

SECTION 4. SEVERABILITY. The invalidity of any section, clause, sentence or provision of this ordinance shall 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

- ALDERWOMAN AMIE DOBBS
- ALDERMAN PATRICK FAHEY
- ALDERMAN ERIC BENNETT
- ALDERMAN BOB DONOVAN
- ALDERMAN JEFF EYDMANN
- ALDERMAN MIKE RANEY
- ALDERMAN JOE PRINCE
- ALDERMAN JOE STEIGER

__ YES __ NO __ ABSENT

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Space above line reserved for recorder's use

DECLARATION OF DEED RESTRICTION

THIS DECLARATION made this 12th day of September 2024 by the City of Ste. Genevieve, 165 S. 4th St., Ste. Genevieve, MO 63670 (hereinafter referred to as "Owner"). Owner hereby declares that the below-described real property is and shall be held transferred, sold, and conveyed subject to the following conditions and restrictions in accordance with the covenants made for the award of grant funds for RTP Project 2022-05 administered by the Missouri Department of Natural Resources ("Department"), P.O. Box 176, Jefferson City, MO 65102, through funds made available by the United States Department of Transportation, Federal Highways Administration, Recreational Trails Program (RTP):

PT SE1/4 Surface Rights City Park and PT Survey Surface Rights (Old Tennis Courts and Small Baseball Field, Book 138 Page 388, recorded March 22, 1953, hereinafter referred to as "Property."

In accordance with the RTP grant award and 2 CFR 200.316, the Property has been improved with grant funds and must be held in trust as trustees for the beneficiaries of the program funds used to the develop the Property by limiting use of the Property to outdoor recreational use, and maintaining and operating the Property in accordance with Title VI of the Civil Rights Act of 1964 such that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of this improvement paid by federal financial assistance. See 49 CFR Part 21 (civil rights laws), for 25 years from the signature date on this document. This Declaration shall be binding upon Owner and Owner's heirs, successors, assigns and other transferees in interest (hereinafter "Transferees"), and shall run with the land. Each instrument hereafter conveying any interest in the Property or any portion of the Property, shall contain a notice of this Declaration. Owner, on its behalf and on behalf of all Transferees, grants to the Department's representatives the right of access at reasonable times in a reasonable manner for the purpose of inspection to determine compliance with these limitations.

Any act, conveyance, contract, or authorization by Owner or Transferee, whether written or oral which would cause to be used, or would permit use of, the Property contrary to the terms of this Declaration, will be deemed a violation and breach and may require sale of the Property consistent with 2 CFR 200.311, and repayment of the award.

Failure to timely identify or enforce compliance with these activities and use limitations shall not bar subsequent enforcement or be deemed a waiver of right to take action. If any provision of this Declaration is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, this instrument is executed this 13th day of September, 2024.

City of Ste. Genevieve

By: _____ Date: _____
Brian Keim, Mayor

STATE OF MISSOURI)
)
COUNTY OF STE. GENEVIEVE)

On this ___ day of _____, 2024, before me personally appeared [Owner] to me personally known, who, being by me duly sworn, did say that he/she is the Owner of the Property, and that the foregoing instrument is acknowledged to be the free act and deed of the Grantor, and has been executed for the purposes stated herein.

Notary Public Printed Name or seal

My Commission expires: _____

Staff Report

September 12, 2024

To: Board of Aldermen
From: Happy Welch
Re: Rate Analysis



Issue:

It was brought up by the board that the revenue and expenditures in the water fund needed to be reviewed.

I determined that a rate analysis would be required and that is a specific task and with assistance from Alliance contacted a respected individual in the water rate business, Carl Brown of GettingGreatRates.com, as a sole source provider for the in-depth review he can provide.

The ordinance agreement will run parallel with the budget approval so that we can get started on the review as soon as possible after the budget is approved.

Recommendation:

Approve the rate analysis agreement with Carl Brown and GettingGreatRates.com to review the water and sewer rates.

BILL NO. 4635

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY OF STE. GENEVIEVE TO ACCEPT THE PROPOSAL OF CARL BROWN OF GETTINGGREATRATES.COM FOR A RATE ANALYSIS FOR THE WATER AND SEWER FUNDS.

WHEREAS, it has been determined that the water and sewer rates need to be analyzed based on recent audit reports to determine adequate rates are to financially support the water and sewer departments and those rates are fairly structured; and

WHEREAS, with the assistance of Alliance Water Resources, Carl Brown of GettingGreatRates.com was contacted as a sole source provider for the in-depth analysis he can provide to the City; and

WHEREAS, staff is recommending approval of the attached proposal; and

WHEREAS, the Board of Aldermen believe it is in the best interests of the City to enter in the attached proposal (Exhibit "A") with GettingGreatRates.com (Carl Brown) located at 1014 Carousel Drive, Jefferson City, MO to provide a water and sewer rate analysis for the City of Ste. Genevieve water and sewer departments.

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

SECTION 1: The Board of Aldermen of the City of Ste. Genevieve, Missouri hereby authorizes and direct the Mayor to enter into the attached proposal (Exhibit "A") with GettingGreatRates.com, Jefferson City, Missouri, as incorporated herein by reference and made a part of this ordinance to determine proper user rates for the water and sewer funds.

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 BY THE BOARD OF ALDERMEN OF THE CITY OF STE.
GENEVIEVE, MISSOURI THIS _____ DAY OF _____, 2024.

VOTE

ALDERMAN PATRICK FAHEY
ALDERWOMAN AMIE DOBBS
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN MIKE RANEY
ALDERMAN JEFF EYDMANN
ALDERMAN JOE PRINCE
ALDERWOMAN JOE STEIGER

_____ AYES _____ NAYS _____ ABSENT

Approved As To Form:

Brian Keim, Mayor

Mark Bishop, City Attorney

Attest:

Reviewed By:

Pam Meyer, City Clerk

Happy Welch, City Administrator

Proposal for Water and Sewer Rate Analyses Ste. Genevieve, Missouri

Introduction

For utility services, you need rates and fees that are adequate and fairly structured. Rate analysis examines your incomes, costs, capital improvement needs and other things and calculates such rates and fees. I propose to do that analysis for you and give you guidance on rate setting.

This proposal describes rate analyses (later referred to as the "analyses") for Ste. Genevieve, Missouri (later often referred to as "you"). These analyses will be performed by GettingGreatRates.com (later simply called "I" or "me").

Expected Results

With completion of the analyses:

1. You will discover at what level each utility needs to be funded to accomplish needed system development and improvement, refurbishment, repair, maintenance, operation, and reserves building.
2. You will have a good sense of the rates it would take to make the utilities sustainable.
3. You will have the "proof" you need to convince board members, ratepayers, and property owners why rates and fees should be set as modeled.
4. You will have the "proof" you need to show funding agencies and the lending market why your systems deserve the grants, loans, and loan terms you desire.
5. You will successfully comply with your permit to dispense water, NPDES permit, and other regulations and requirements from the regulatory agencies.

Revenues, Qualifications and References of GettingGreatRates.com

The firm's revenues all come from rate analysis and related work. See the attached references list for details. The list includes all rate analysis clients since 2020. GettingGreatRates.com has one office in Jefferson City, Missouri but we operate nation-wide.

Carl Brown, President, will perform all analysis work for this project. He has been doing rate analysis since 1993. For most of that time he has also been teaching practitioners all over the U.S. on rate analysis and rate setting, writing guidance, including the rate setting book, "How to Get Great Rates," the "Rate Setting Best Practices Guide," and designing rate analysis software.

You may expect your analysis results package to look much like the rate analysis report packages that can be found on the right side of this Webpage <https://gettinggreatrates.com/freebies/freebies.shtml>.

Form of Agreement

This proposal and your acceptance, perhaps by e-mail message of one or more service packages, is all the agreement I need. Nearly all my clients acquire my services this way.

Guarantee

If you are not satisfied with our work, don't pay us.

Details: If you are unsatisfied with our work, simply tell me about it. I will do my best to make it right by you. If I still am not able to satisfy you, notify me by mail or e-mail. I will cease the services in question at that point, you will owe me nothing for those services and I will refund any payments you may have already made for those services.

This has been my guarantee from the day the company was formed. No client has invoked this guarantee to-date and I do not plan to have you be the first.

Insurance

The firm carries the following insurance:

- Professional liability, \$2,000,000 limit, United States Liability Insurance Company (USLI)
- General liability, \$1,000,000 limit, USLI
- Auto liability, \$1,000,000 limit, American Family Insurance Company

Scope of Services That You May Select or Decline, at Your Option

The following service packages are intended to satisfy your rate analysis and rate setting needs.

- Service Package 1 is analysis of your water utility's user charge and other fee adjustment needs. Modeling will cover all important issues that are expected to arise over the next ten years. Modeling will arrive at the rates and fees needed to pay the costs of your situation. I call that a "scenario." Service Package 1 will cover up to three scenarios of issues and events you want me to examine. You are likely to ask for two scenarios.
- Service Package 2 is the same as Service Package 1 except it covers sewer rates and fees. It also includes up to three scenarios of issues and events you want me to examine.
- Service Package 3 is for on-site visits. Each visit will be one instance of this service package. I generally recommend one on-site visit to present completed analyses and recommendations and to answer questions at a public board meeting, especially when more than one utility's rates are being analyzed.
- Service Package 4 is an hourly rate for doing, for example, an on-line "meeting" rather than an on-site visit, modeling of scenarios over three, or any other service not covered by Service Packages 1, 2, or 3.

You may add or drop service packages at any time.

Approach and Timeline

I have scoped your situation, which looks much like that of most of my clients. As the project proceeds, I or you may discover that conditions are different than they first appeared. Or you may decide you want a different rate structure than I initially proposed. Such things happen. Regardless of how the project unfolds, I will carry you all the way through to rate structures and levels that work for you.

Most analyses include the same basic elements, but they do not necessarily get completed in the same order. Your project will likely proceed approximately as follows:

1. I will call your contact person, probably the day I am notified that I will be doing the analyses, to discuss data needs and get the contact started on initial data retrieval.
2. Your staff will assemble and send to me data and information, most of which is described in the "Data Needs Sheet," attached. I will guide your staff through the entire process. Where data is missing, I will create estimates or help you to create estimates. When your staff has difficulty understanding what data I need or how to get it, I will talk them through it. Initial data retrieval will be accomplished early on, preferably within a few weeks. Some data will be acquired throughout the project.
3. I will analyze this data and information and build your rate analysis models.
 - a. Coordinating with your contact, I will target a set of goals ten years in the future for each utility. At a minimum these will include covering all costs, including capital improvements over that time period, and building appropriate reserves.
 - b. I will model rates on a "cost-to-serve" basis to satisfy those goals, and I will model rates in other structures you may desire as well as cost and other variations you or we think may come about.
 - c. Pace of the project is primarily driven by the speed at which the contact gathers and sends data. Most of my projects take about six months, primarily because it takes months for most contacts to get me all the needed data. But I am quite busy with clients right now, so I may cause some delay, too.
 - d. Once models have been built, "what-if" scenarios will be run to find the optimum mix of rate and fee levels and structures, capital improvement funding options, reserve levels, etc. to suit the needs of your utilities.
4. During the latter part of the project, I will examine as many scenarios of your possible future as makes sense. I will share with you all that you want to see. Each such "scenario" that gets reported to you will be one of the three covered by each service package.
5. You will likely choose to consider adopting rates and funding levels from the one or two most promising scenarios for each utility.

A "scenario" is a set of data and assumptions for which I build a separate model and include in a narrative report to explain the results of that modeling. I generally run five to perhaps 20 data and assumption sets while modeling to arrive at the optimum set of rates and fees that are adequate, fairly structured, and "doable" in the eyes of the governing body. I report the best of those options as my recommended rates – that is one scenario. Only a model that I separately name and include in a report to you is a "scenario."

Besides the recommended rates model, I may create an additional scenario to depict capital improvements, repair and replacement costs, or general operational costs running a certain percentage more than assumed in the first model. A third model may depict a different rate structure. Scenarios enable you to see how sensitive rates would be to various things happening.

An example of what is not a scenario is this. Your contact asks me on the phone, "What if we did this?" I change the working model to depict that and tell your contact the result and that is the end of it. That is not a reportable scenario.

Likewise, if you ask for changes or corrections to a reported model, the new version is not a new scenario. It is a revised or corrected version of the original scenario.

6. Final output will include a cover letter, a narrative report of my findings and recommendations and copies of the analysis scenarios that interest you.
 - a. The project is “complete” when you say it is. Until then, I will reanalyze and issue supplemental or replacement reports until you are satisfied.
7. If you have me make an on-site visit, I will present my final analysis results and recommendations to your board in person. (Alternatively, we could conduct that meeting on-line.) If needed, I will also meet with staff to discuss how to make changes to billing, equipment replacement scheduling, capital improvements planning and any other administrative or operational issues that are discovered.
8. As you draft proposed amendments to your ordinances, rules, or resolutions to make the rate, fee, and other changes, at your request I will review those changes to assure that they will accomplish what you intend to accomplish.
9. The board will pass amendments to set new rates and fees and make budget revisions and other changes. From this point forward, your utilities will be headed to a better financial and operational future.

Work Coordination and Contacts

Generally, I only communicate with your designated contact(s) about the analyses. There are degrees of exceptions:

1. Analysis depends on data and information from funding and permitting agencies, engineers, and similar entities. Interaction with these entities is a task you should handle. Then, when I need something from these entities, I will just ask my contact. But if you need me to make such outside contacts, I can do that.
2. On occasion, a ratepayer, developer, or someone else who would be affected by new rates will call or e-mail me direct. In those situations, I speak courteously with people and give them general information about how I perform analyses and the like, and then I refer them to my contact. I do not divulge important specific information about the client’s analyses. I leave that up to the client. I apply this to board members, staff and other people who are not designated contacts but who are concerned about the rate analyses, or they want to “guide” the analyses even though they are not one of my contacts. To put it bluntly, I guard against a board member “going rogue.” It has happened.

Early on you will probably designate your treasurer, utility clerk and contract operations firm to be my contacts. This stage is primarily a data gathering and modeling function. When we progress to the reporting out stage you may want to also designate a policy-related person, such as the city administrator, as I prepare rate, fee, and proposed policy action recommendations. That will help me arrive at “doable” rates easier.

I sum up my contacts policy like this. You are my client. I work for you. When I give my work product to your designated contacts, it becomes your property and no one else’s until you make it public.

Use of Electronic Technology

I do almost all analysis work electronically and remotely, usually receiving and sharing data and information by e-mail attachment, or OneDrive for the rare large file. I prefer to receive numerical data (financial statements, customer usage data and the like) in a spreadsheet format and textual material (proposed ordinances or rules) in a word processor format. But we can work with other formats, too. When I return material to you that you need to manipulate further, such as a revised ordinance, I will return it electronically in a format you can conveniently use. You will receive my analysis report and the analysis model output, and any follow-up reports electronically as PDF documents.

Investment

Based on your choices for services, and because Ste. Genevieve is a current member system of KRWA, following are your complete investments for my services, materials, and travel costs:

- **Service Package 1**, water rate analysis – **full fee of \$10,359**
- **Service Package 2**, sewer rate analysis – **full fee of \$9,323**
- **Service Package 3**, on-site visits – **\$1,134 per visit**
- **Service Package 4**, hourly rate for anything not included in Service Packages 1, 2 or 3 – **\$167.09 per hour**

If you choose Service Package 1, 2 and one on-site meeting with the board, the total investment would be \$20,817.

Once the project gets started you may add or drop service packages as your needs become clearer.

Proposal Acceptance

This proposal is effective through August 1, 2025, if you choose at least one service package by August 1, 2024. If the project runs past August 1, 2025, I likely will be glad to extend the end date, but I would seek your approval of increasing the rate of my fees for any fees still owed by the annual increase amount (normally five percent per year) that I will have made to my fees by that time.

Once you tell me what service packages you desire, and you provide data to work with, I will immediately start to produce the analyses.

Action item: If you accept this proposal call me to tell me what services you desire. Or give me the same information in writing by e-mail message.

Payment

- I will first invoice you for one-half of Service Packages 1 and 2, or whichever of these you choose, after three calendar months from proposal acceptance made by phone call, e-mail or however you choose to notify me.
- I will invoice you for the balance of Service Packages 1 and/or 2, as appropriate, and all of Service Packages 3 and 4, if requested and performed, at 12 calendar months after proposal acceptance. If the project is complete before 12 calendar months, I will invoice you for the balance of all services at project completion.
- If services like an on-site visit or hourly work are requested and delivered after the twelfth calendar month, I will invoice for those soon after those services are completed.

It is likely the project will be completed in six months. In that case you would make the first partial payment at three months and a payment for the balance of services when the project is completed.

In Closing

I am looking forward to the opportunity to conduct your rate analyses to get your utilities' rates and finances on an excellent track.

Best regards,
GettingGreatRates.com



Carl E. Brown
President

BILL NO. 4636

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 before October 1, 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 AMIE DOBBS	_____
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

FY2024 Budget Amendments

"Exhibit A"

Account Name	Account Number	Fund	FY 2023 Adopted Budget	FY 2024 Proposed Budget Amendment
Capital Imp./Land Building	10-11-8010	General Fund - Legislative	\$ -	\$ 30,711
Prof. Services - Dispatching	10-16-7050	General Fund - Police	\$ 117,300	\$ 160,000
Grant Expenses	10-16-8216	General Fund - Police	\$ 38,145	\$ 82,000
Transfer In	21-04-4900	Transportation Fund	\$ -	\$ 25,450
Capture of Downtown Property	25-25-7098	Band Fund	\$ 500	\$ 700
Vehicle Insurance	25-25-7130	Band Fund	\$ 400	\$ 825
Transfer Out	28-91-9000	Special Roads Fund	\$ -	\$ 25,450
County Property Tax	41-04-4006	Downtown TIF	\$ 21,000	\$ 36,187
City Property Tax	41-04-4007	Downtown TIF	\$ 3,500	\$ 5,922
Infrastructure	41-41-8000	Downtown TIF	\$ 38,000	\$ 47,900
Transfer In	50-04-4900	Debt Service Fund	\$ 200,095	\$ 212,000
Transfer Out	50-91-9000	Debt Service Fund	\$ -	\$ 174,215
Transfer Out	51-91-9000	Capital Impr. Tax Fund	\$ 600,095	\$ 612,000
Grant Expense	60-60-8216	Rural Fire Fund	\$ 20,000	\$ 87,100

BILL NO. 4637

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR 2025 AND APPROVING AN EFFECTIVE DATE.

WHEREAS, the City of Ste. Genevieve Board of Aldermen have reviewed and discussed various budget issues involving the City’s revenues and expenditures necessary to carry out City services, work programs and proposed projects; and

WHEREAS, the Board of Aldermen have determined that adequate resources are contained in the proposed budget to properly fund the City operations for the fiscal year 2025; and

WHEREAS, The Board of Aldermen after careful consideration have determined that the proposed budget is in the best interests of the City and should be adopted.

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

SECTION ONE. The Board of Aldermen of the City of Ste. Genevieve, Missouri, hereby approves the City Budget for Fiscal Year 2025 pursuant to the attached Budget Document. (Exhibit “A”)

SECTION TWO. EFFECTIVE DATE. This ordinance shall be in full force and effect from October 1, 2024 to September 30, 2025, with any subsequent amendments also to be approved by ordinance.

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

SECTION FOUR. 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 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 AMIE DOBBS~~
- ALDERMAN PATRICK FAHEY
- ALDERMAN BOB DONOVAN
- ALDERMAN MIKE JOKERST
- 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

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator