

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

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Mark Bishop, City Attorney

Attest:

Reviewed by:

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

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

BILL NO. 4661

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, CREATING A "NO PARKING DURING CERTAIN TIMES" RESTRICTION ON THE WEST SIDE OF VIRGINIA STREET BETWEEN MAPLE & RIDGEWAY.**

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

**SECTION 1:** The Board of Aldermen hereby authorizes a no parking on certain days restriction on the West side of Virginia Street from Maple to Ridgeway from 2:00 p.m. to 3:30 p.m. and hereby approves the amendment to the Ste. Genevieve Code of Ordinances, Schedule "III Parking Restrictions - Table III-C. No Parking During Certain Times" to include the following:

**LOCATION: VIRGINIA STREET (MAPLE TO RIDGEWAY)**

**RESTRICTION: THE WEST SIDE OF VIRGINIA STREET FROM MAPLE TO RIDGEWAY FROM 2:00 P.M. TO 3:30 P.M. ON SCHOOL DAYS WHEN CHILDREN ARE PRESENT.**

**SECTION 2.** This ordinance shall be codified.

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

DATE OF FIRST READING: \_\_\_\_\_.

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

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

**VOTE**

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

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Approved as to form:

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Brian Keim, Mayor

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Mark Bishop, City Attorney

SEAL

Reviewed by:

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

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

**Staff Report**

March 13, 2025

To: Board of Aldermen  
From: Happy Welch  
Re: Memorial Cemetery Trees



**Issue:**

The Foundation for Restoration of Ste. Genevieve is requesting the board set aside \$14,000 in the Cemetery Fund for tree maintenance based on a recent inventory analysis and management plan completed for the non-profit.

This is year one of a 5 year plan to maintain and improve the trees in the cemetery.

**Recommendation:**

Approve the expense from the Cemetery Fund that currently has a reserve of \$280,000.



## **The Foundation For Restoration of Ste. Genevieve**

198 S. Second St. • PO Box 88 • Ste. Genevieve, Missouri 63670 • Phone 573-883-9622 Email: [fr1987@gmail.com](mailto:fr1987@gmail.com)

Mr. Mike Weiler  
President  
Foundation for the Restoration of Ste. Genevieve  
198 South Second Street  
Ste. Genevieve, MO 63670

March 3, 2025

Mr. Happy Welch  
City Administrator  
City of Sainte Genevieve Missouri  
165 South Fourth Street  
Ste. Genevieve, MO 63670

Dear Mr. Welch,

The Foundation for the Restoration of Ste. Genevieve recently contracted with Davey Resource Group (DRG) to provide a comprehensive tree inventory and management plan for Memorial Cemetery. DRG's plan includes prioritized maintenance tasks to assure a continued healthy and safe tree population within the confines of Memorial Cemetery. For the first year of tree management activities, DRG recommends prioritizing the pruning or removal of Extreme and Moderate High-Risk trees. The inventory identified 1 High-Risk Tree and 20 Moderate Trees for pruning and only 1 Moderate-Risk tree for removal. DRG's estimated cost to do the proposed work for year 1 is \$13,529. To cover any unknown additional costs that may occur, the Foundation respectfully requests that \$14,000 be transferred to the City's Cemetery Budget to allow the Foundation to move forward with the 2025 tree maintenance needs as recommended in DRG's Standard Inventory Analysis and Management Plan.

Thanks for respectfully considering this request. The Foundation is excited to assist with continued improvements to Memorial Cemetery. Please do not hesitate to contact me with any questions.

Sincerely,

Mike Weiler  
President - Foundation for the Restoration of Ste. Genevieve

A list of suggested tree species is provided in Appendix C. These tree species are specifically selected for the climate of Memorial Cemetery. This list is not exhaustive but can be used as a guideline for species that meet community objectives and to enhance any existing list of approved species.

## **MAINTENANCE SCHEDULE AND BUDGET**

Utilizing 2025 Memorial Cemetery tree inventory data, an annual maintenance schedule was developed detailing the recommended tasks to complete each year. DRG made budget projections using industry knowledge and public bid tabulations. A complete table of estimated costs for Memorial Cemetery's five-year tree management program follows.

This schedule provides a framework for completing the recommended inventoried tree maintenance over the next five years. Following this schedule can shift tree maintenance activities from being reactive to a more proactive tree care program.

To implement the maintenance schedule, Memorial Cemetery's tree maintenance budget should be:

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- No less than \$13,529 for the first year of implementation.
- No less than \$6,578 for the second year.
- No less than \$5,144 for each of the final three years of the maintenance schedule.

Annual budget funds are needed to ensure that High Risk trees are expediently managed and that the vital Young Tree Training and Routine Pruning cycles can begin as soon as possible. If routing efficiencies and/or contract specifications allow more tree work to be completed in a given year, or if this maintenance schedule requires adjustment to meet budgetary or other needs, then it should be modified accordingly. Unforeseen situations such as severe weather events may arise and change the maintenance needs of trees. If maintenance needs change, then budgets, staffing, and equipment should be adjusted to meet the new demand.

Table 4. Estimated budget for recommended five-year tree resource management program

Activity	Activity Cost		Year 1		Year 2		Year 3		Year 4		Year 5		Five-Year Cost
	Diameter	Cost/Tree	Count	Cost	Count	Cost	Count	Cost	Count	Cost	Count	Cost	
High Priority Removals	1-3"	\$28		\$0		\$0		\$0		\$0		\$0	\$0
	4-6"	\$58		\$0		\$0		\$0		\$0		\$0	\$0
	7-12"	\$138		\$0		\$0		\$0		\$0		\$0	\$0
	13-18"	\$314		\$0		\$0		\$0		\$0		\$0	\$0
	19-24"	\$605		\$0		\$0		\$0		\$0		\$0	\$0
	25-30"	\$825	1	\$825	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$825
	31-36"	\$1,045		\$0		\$0		\$0		\$0		\$0	\$0
	37-42"	\$1,485		\$0		\$0		\$0		\$0		\$0	\$0
>43"	\$2,035		\$0		\$0		\$0		\$0		\$0	\$0	
Activity Total(s)			1	\$825	0	\$0	0	\$0	0	\$0	0	\$0	\$825
Low Priority Removals	1-3"	\$28		\$0	1	\$28		\$0		\$0		\$0	\$28
	4-6"	\$58		\$0	1	\$58		\$0		\$0		\$0	\$58
	7-12"	\$138		\$0		\$0		\$0		\$0		\$0	\$0
	13-18"	\$314		\$0		\$0		\$0		\$0		\$0	\$0
	19-24"	\$605		\$0		\$0		\$0		\$0		\$0	\$0
	25-30"	\$825		\$0		\$0		\$0		\$0		\$0	\$0
	31-36"	\$1,045		\$0		\$0		\$0		\$0		\$0	\$0
	37-42"	\$1,485		\$0		\$0		\$0		\$0		\$0	\$0
>43"	\$2,035		\$0		\$0		\$0		\$0		\$0	\$0	
Activity Total(s)			0	\$0	2	\$86	0	\$0	0	\$0	0	\$0	\$86
Stump Removals	1-3"	\$18		\$0		\$0		\$0		\$0		\$0	\$0
	4-6"	\$28		\$0		\$0		\$0		\$0		\$0	\$0
	7-12"	\$44		\$0	1	\$44		\$0		\$0		\$0	\$44
	13-18"	\$72		\$0		\$0		\$0		\$0		\$0	\$0
	19-24"	\$94		\$0		\$0		\$0		\$0		\$0	\$0
	25-30"	\$110		\$0		\$0		\$0		\$0		\$0	\$0
	31-36"	\$138		\$0		\$0		\$0		\$0		\$0	\$0
	37-42"	\$160		\$0		\$0		\$0		\$0		\$0	\$0
>43"	\$182		\$0	2	\$364		\$0		\$0		\$0	\$364	
Activity Total(s)			0	\$0	3	\$408	0	\$0	0	\$0	0	\$0	\$408
High Priority Pruning	1-3"	\$20		\$0		\$0		\$0		\$0		\$0	\$0
	4-6"	\$30		\$0		\$0		\$0		\$0		\$0	\$0
	7-12"	\$75		\$0		\$0		\$0		\$0		\$0	\$0
	13-18"	\$120		\$0		\$0		\$0		\$0		\$0	\$0
	19-24"	\$170		\$0		\$0		\$0		\$0		\$0	\$0
	25-30"	\$225		\$0		\$0		\$0		\$0		\$0	\$0
	31-36"	\$305		\$0		\$0		\$0		\$0		\$0	\$0
	37-42"	\$380		\$0		\$0		\$0		\$0		\$0	\$0
>43"	\$590	1	\$590		\$0		\$0		\$0		\$0	\$590	
Activity Total(s)			1	\$590	0	\$0	0	\$0	0	\$0	0	\$0	\$590
Moderate Priority Pruning	1-3"	\$20		\$0		\$0		\$0		\$0		\$0	\$0
	4-6"	\$30		\$0		\$0		\$0		\$0		\$0	\$0
	7-12"	\$75		\$0		\$0		\$0		\$0		\$0	\$0
	13-18"	\$120		\$0		\$0		\$0		\$0		\$0	\$0
	19-24"	\$170	3	\$510		\$0		\$0		\$0		\$0	\$510
	25-30"	\$225	2	\$450		\$0		\$0		\$0		\$0	\$450
	31-36"	\$305	5	\$1,525		\$0		\$0		\$0		\$0	\$1,525
	37-42"	\$380	9	\$3,420		\$0		\$0		\$0		\$0	\$3,420
>43"	\$590	1	\$590		\$0		\$0		\$0		\$0	\$590	
Activity Total(s)			20	\$6,495	0	\$0	0	\$0	0	\$0	0	\$0	\$6,495
Routine Inspection	Drive-by Assessment	\$1	50	\$50	50	\$50	50	\$50	50	\$50	50	\$50	\$250
	Walk-by Assessment	\$5	5	\$25	5	\$25	5	\$25	5	\$25	5	\$25	\$125
Activity Total(s)			5	\$25	5	\$25	5	\$25	5	\$25	5	\$25	\$125
Young Tree Training (3-year Cycle)	1-3"	\$20		\$0	1	\$20	1	\$20	1	\$20	1	\$20	\$60
	4-6"	\$30	1	\$30		\$0		\$0	1	\$30		\$0	\$60
	6"<	\$40		\$0		\$0		\$0		\$0		\$0	\$0
Activity Total(s)			1	\$30	1	\$20	1	\$20	1	\$30	1	\$20	\$120
Routine Pruning (5-year Cycle)	1-3"	\$30	1	\$16	1	\$16	1	\$16	1	\$16	1	\$16	\$80
	4-6"	\$30	2	\$66	2	\$66	2	\$66	2	\$66	2	\$66	\$330
	7-12"	\$75	5	\$360	5	\$360	5	\$360	5	\$360	5	\$360	\$1,800
	13-18"	\$120	1	\$144	1	\$144	1	\$144	1	\$144	1	\$144	\$720
	19-24"	\$170	1	\$238	1	\$238	1	\$238	1	\$238	1	\$238	\$1,190
	25-30"	\$225	2	\$450	2	\$450	2	\$450	2	\$450	2	\$450	\$2,250
	31-36"	\$305	1	\$427	1	\$427	1	\$427	1	\$427	1	\$427	\$2,135
	37-42"	\$380	0	\$152	0	\$152	0	\$152	0	\$152	0	\$152	\$760
>43"	\$590	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0	
Activity Total(s)			14	\$1,853	14	\$1,853	14	\$1,853	14	\$1,853	14	\$1,853	\$9,245
Replacement Tree Planting and Maintenance	Purchasing	\$250	1	\$250	2	\$500		\$0		\$0		\$0	\$750
	Planting & Watering	\$200	1	\$200	2	\$400		\$0		\$0		\$0	\$600
	Mulching	\$25	1	\$25	2	\$50		\$0		\$0		\$0	\$75
Activity Total(s)			3	\$475	4	\$950	0	\$0	0	\$0	0	\$0	\$1,425

Activity Cost			Year 1		Year 2		Year 3		Year 4		Year 5		Five-Year
Activity	Diameter	Cost/Tree	Count	Cost	Count	Cost	Count	Cost	Count	Cost	Count	Cost	Cost
New Tree Planting and Maintenance	Purchasing	\$250	5	\$1,250	5	\$1,250	5	\$1,250	5	\$1,250	5	\$1,250	\$6,250
	Planting & Watering	\$200	5	\$1,000	5	\$1,000	5	\$1,000	5	\$1,000	5	\$1,000	\$5,000
	Mulching	\$125	5	\$125	5	\$125	5	\$125	5	\$125	5	\$125	\$625
Activity Total(s)			15	\$2,375	15	\$2,375	15	\$2,375	15	\$2,375	15	\$2,375	\$11,875
Natural Mortality (1%)	Tree Removal	\$314	1	\$314	1	\$314	1	\$314	1	\$314	1	\$314	\$1,570
	Stump Removal	\$72	1	\$72	1	\$72	1	\$72	1	\$72	1	\$72	\$360
	Replacement Tree	\$475	1	\$475	1	\$475	1	\$475	1	\$475	1	\$475	\$2,375
Activity Total(s)			3	\$861	3	\$861	3	\$861	3	\$861	3	\$861	\$4,305
Activity Grand Total			65		49		38		38		38		227
Cost Grand Total				\$13,529		\$6,578		\$5,134		\$5,144		\$5,134	\$33,519

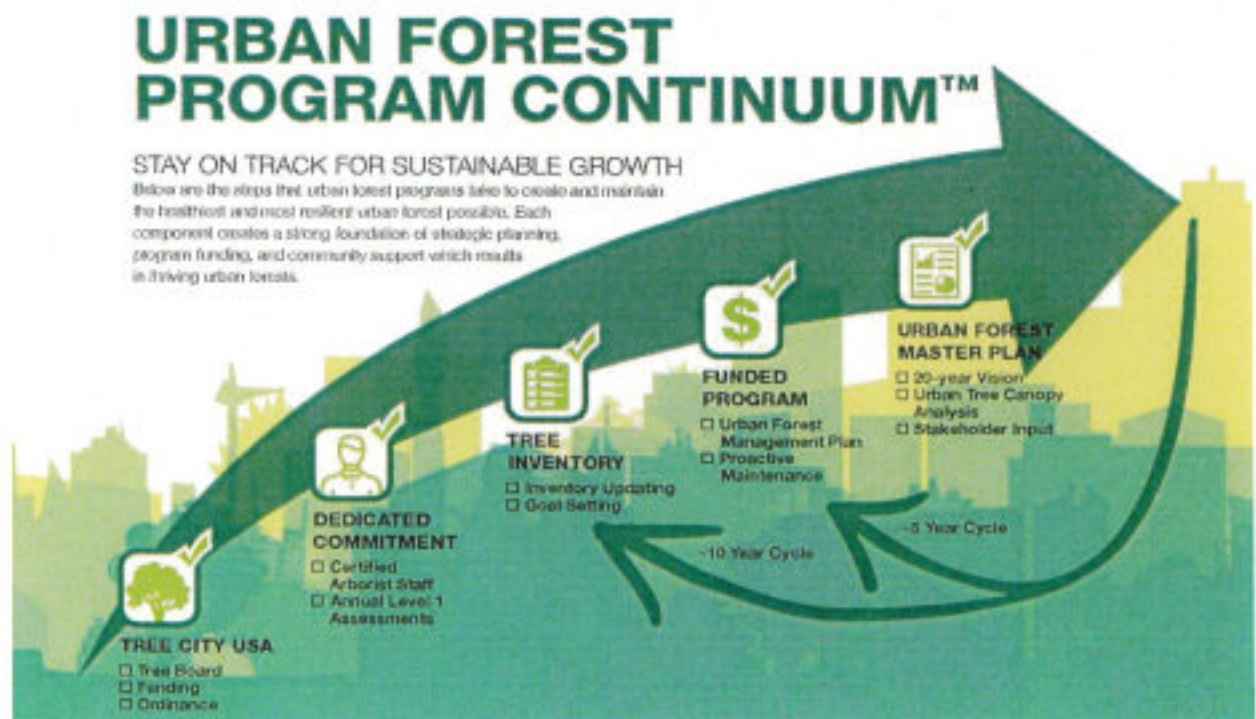


## CONCLUSION

When properly maintained, the valuable benefits trees provide over their lifetime far exceed the time and money invested in planting, pruning, and inevitably removing them. The 98 cemetery trees inventoried have an estimated replacement value of \$390,068. Successfully implementing the five-year program may increase Memorial Cemetery's annual economic value, or at least maintain it over the years.

The program is ambitious and is a challenge to complete in five years but becomes easier after all high priority tree maintenance is completed. This *Standard Inventory Analysis and Management Plan* could potentially help the cemetery advocate for an increased urban forestry budget to fund the recommended maintenance activities. Getting started is the most difficult part because of the expensive maintenance in the first year, which represents the transition from reactive maintenance to proactive maintenance. Significant investment early on can reduce tree maintenance costs over time.

As the urban forest grows, the benefits enjoyed by the City of Ste Genevieve and its residents will increase as well. Inventoried trees are only a fraction of the total trees in Ste Genevieve when including the city as a whole, which is why it is important to also incentivize private landowners to care for their trees and to plant new ones. The Cemetery's urban forestry program is well on its way to creating a sustainable and resilient public tree resource, and can stay on track by setting goals, updating inventory data to check progress, and setting more ambitious goals once they are reached.



**Staff Report**

March 13, 2025

To: Board of Aldermen  
From: Happy Welch  
Re: Asphalt/Concrete Paving 2025



**Issue:**

Bids were advertised in the Herald and mailed/mailed to various contractors for the asphalt and concrete paving projects for 2025 as part of the Prop S bond.

Bid opening was Tuesday, March 4, 2025 at 10a in the boardroom. Both concrete and asphalt bids were opened with results included.

Low bids are:

For asphalt: Vern Bauman Contracting at \$3,195,814.99

For concrete: SIC Concrete at \$837,853.31

References were contacted by Cochran and all checked out good.

**Recommendation:**

Approve Vern Bauman Contracting as the low bid for Prop S asphalt street work and SIC Concrete as low bid for Prop S concrete street work.



Project Name: City Wide Asphalt Paving  
 Sponsor: City of St. Genevieve, Missouri  
 Contract #: SIC24-1635  
 Bid Date: March 4, 2026, 10:00 a.m.

Bid No.	Description	Unit	Quantity	Vern Beaman Contracting		Local Best Materials Co., Inc.		Gershamini Construction Co., Inc.		NB West Contracting	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Mobilization	LS	1	\$134,304.00	\$134,304.00	\$152,350.00	\$152,350.00	\$75,304.40	\$75,304.40	\$210,985.50	\$210,985.50
2	Traffic Control (all traffic control other than changeable message signs)	LS	1	\$61,588.00	\$61,588.00	\$2,000.00	\$2,000.00	\$65,272.54	\$65,272.54	\$115,000.00	\$115,000.00
3	Changeable Message Signs	EA	2	\$10,761.00	\$21,522.00	\$9,500.00	\$19,000.00	\$4,120.00	\$8,240.00	\$2,600.00	\$5,200.00
4	Aggregate Driveway, 3" thick	SF	5,835	\$1.01	\$5,893.35	\$1.10	\$6,418.50	\$2.17	\$12,661.95	\$1.70	\$9,912.50
5	Asphalt Curb, 6"	LF	55	\$54.26	\$2,984.30	\$50.00	\$2,750.00	\$38.84	\$2,136.20	\$135.00	\$7,425.00
6	Pavement Milling 3" or Less (Asphalt or Concrete pavement)	SY	106,500	\$2.75	\$292,875.00	\$2.55	\$271,575.00	\$2.83	\$280,095.00	\$1.75	\$186,375.00
7	Asphalt Pavement (BP-1) (Leveling Course) (1.5" or Less)	TON	6,000	\$86.62	\$520,620.00	\$82.93	\$553,090.00	\$89.42	\$536,520.00	\$85.00	\$550,000.00
8	Asphalt Pavement (BP-1) (Surface Course) (2")	TON	12,000	\$64.01	\$1,077,720.00	\$69.62	\$1,063,440.00	\$84.52	\$1,014,240.00	\$80.00	\$1,080,000.00
9	Full Depth Pavement (Removal of Existing Pavement, aggregate base, fabric, 5" BP-1 in (2) 2.5" Lifts)	SY	21,080	\$44.53	\$936,465.00	\$45.00	\$946,350.00	\$64.88	\$1,154,126.40	\$45.00	\$946,350.00
10	2" Partial Depth Pavement Repair (Includes milling and asphalt patch) - (Advance - All Locations May Not Be Shown on Plans)	SY	7,400	\$16.44	\$121,656.00	\$16.00	\$118,400.00	\$16.60	\$122,840.00	\$25.00	\$185,000.00
11	6" Pavement Repair (Includes removal, aggregate base and 6" asphalt) - (Advance - All Locations May Not Be Shown on Plans)	SY	1,300	\$56.11	\$75,543.00	\$72.60	\$94,250.00	\$425.06	\$552,578.00	\$55.00	\$71,500.00
12	Pavement Marking - Lane Lines and Parking Spaces 4" - Yellow and White (Standard Waterborne)	LF	600	\$0.61	\$488.00	\$0.60	\$480.00	\$3.81	\$2,688.00	\$2.00	\$1,800.00
13	Pavement Marking 12" - Crosswalk White (Standard Waterborne)	LF	1,165	\$1.82	\$2,120.30	\$1.75	\$2,038.75	\$6.18	\$7,199.70	\$4.00	\$4,680.00
14	Pavement Marking Ribbed Crosswalk White (Standard Waterborne)	SF	108	\$2.21	\$238.68	\$2.10	\$226.80	\$6.18	\$667.44	\$5.00	\$540.00
15	Pavement Marking 24" - Stop Bar White (Standard Waterborne)	LF	142	\$3.63	\$515.46	\$3.45	\$488.00	\$12.38	\$1,756.12	\$6.00	\$852.00
16	Pavement Marking Turn Arrow White (Standard Waterborne)	EA	3	\$90.00	\$287.00	\$85.00	\$285.00	\$103.00	\$309.00	\$100.00	\$300.00
17	Pavement Marking Thru Turn Combination Arrow White (Standard Waterborne)	EA	3	\$105.00	\$359.40	\$105.00	\$365.00	\$149.35	\$448.05	\$150.00	\$450.00

**Total Base Bid** \$3,195,814.98 \$3,234,818.95 \$3,837,281.87 \$3,395,069.06



Project Name: City Wide Concrete Replacement  
 Sponsor: City of Sta. Genevieve, Missouri  
 Cochran #: 8226-1835  
 Bid Date: March 4, 2025, 10:00 a.m.

Bid No.	Description	Unit	Quantity	SIC Concrete		Edness Contracting		Sweetens Concrete		Lappe Cement Finishing		CE Contracting, Inc.		Fronzberger Concrete, Inc.	
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	Type 5 Aggregate Base (6")	SY	11,212	\$3.50	\$39,692.00	\$10.00	\$112,120.00	\$8.00	\$90,296.00	\$5.00	\$56,068.00	\$10.00	\$112,120.00	\$8.35	\$93,717.00
1	6" Concrete Pavement with Integral Curb (Remove & Replace)	SY	11,312	\$89.33	\$784,280.00	\$81.50	\$921,828.00	\$82.00	\$927,775.32	\$33.99	\$383,999.00	\$98.00	\$1,108,592.00	\$99.00	\$1,119,288.00
1	Traffic Control (all traffic control other than chevronable message signs)	LS	1	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$7,700.00	\$7,700.00	\$12,300.00	\$12,300.00
4	Changeable Message Signs	EA	2	\$1,500.00	\$3,000.00	\$4,000.00	\$8,000.00	\$1,000.00	\$2,000.00	\$4,100.00	\$8,200.00	\$8,500.00	\$17,000.00	\$5,200.00	\$10,400.00
4	Message Signs	LB	1	\$2,000.00	\$2,000.00	\$75,000.00	\$75,000.00	\$17,282.35	\$17,282.35	\$84,700.00	\$84,700.00	\$18,000.00	\$18,000.00	\$21,570.00	\$21,570.00
6	Subgrade Repair (allowance)	CY	118	\$28.00	\$3,304.00	\$80.00	\$9,440.00	\$75.00	\$8,850.00	\$45.00	\$5,310.00	\$125.00	\$14,750.00	\$71.00	\$8,378.00
4	Restoration	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$1.00	\$1.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
<b>Total Base Bid</b>					<b>\$937,663.31</b>		<b>\$1,345,948.00</b>		<b>\$1,151,151.35</b>		<b>\$1,248,128.57</b>		<b>\$1,287,412.00</b>		<b>\$1,354,600.67</b>

**Staff Report**

March 13, 2025

To: Board of Aldermen  
From: Happy Welch  
Re: Crestlawn Cemetery Engineering



**Issue:**

The board budgeted funds to develop plans for future extension of burial plots at Crestlawn Cemetery. They will estimate the amount of fill needed, road extensions, and stormwater.

The City received two submittals from the published RFQ and selected Taylor Engineering out of Farmington to draft plans. The agreement amount is \$12,500, well within the amount budgeted for FY2025.

**Recommendation:**

Approve Taylor Engineering to draft plans for Crestlawn Cemetery plot expansion.

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES WITH TAYLOR ENGINEERING, LLC FOR THE CRESTLAWN CEMETERY EXPANSION DESIGN.**

**WHEREAS**, the City of Ste. Genevieve ("City") has determined a need for engineering services for the "Crestlawn Cemetery Expansion Design"; and

**WHEREAS**, the City advertised for RFQ's and received a total of two submittals; and

**WHEREAS**, Taylor Engineering LLC ("Tatylor") was selected from the two RFQ's to draft plans for the Crestlawn Cemetery plot expansion and will perform the work in an amount not to exceed \$12,500.00; and

**WHEREAS**, the Board of Aldermen believe it to be in the best interests of the City to accept the agreement for engineering services from Taylor.

**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 authorize and direct the Mayor to execute and deliver the attached Agreement on behalf of the City of Ste. Genevieve with Taylor Engineering LLC of Farmington, Missouri; the Agreement is hereby accepted and approved in substantially the form of Exhibit "A" attached hereto by Taylor to engineer an expansion of the Crestlawn Cemetery.

**Section 2.** The portions of this ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

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

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

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

**PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_\_\_, 2025 BY A  
ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:**

	<b>VOTE</b>
<b>Alderwoman Amie Dobbs</b>	_____
<b>Alderman Patrick Fahey</b>	_____
<b>Alderman Bob Donovan</b>	_____
<b>Alderman Eric Bennett</b>	_____
<b>Alderman Jeff Eydmann</b>	_____
<b>Alderman Mike Rancy</b>	_____
<b>Alderman Joe Steiger</b>	_____
<b>Alderman Joe Prince</b>	_____

\_\_\_ Ayes \_\_\_ Nays \_\_\_ Absent

Approved as to form:

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

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

ATTEST:

Reviewed by:

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

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

## AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, by and between the City of Ste. Genevieve, Missouri, hereinafter referred to as the **CITY**, and Taylor Engineering, LLC, Professional Engineers, Farmington, Missouri, hereinafter referred to as the **ENGINEER**.

### WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

### SECTION A – SCOPE OF SERVICES

That the **ENGINEER** shall furnish professional engineering services as follows:

1. The **ENGINEER** shall provide engineering and surveying services to the **CITY** as requested by the **CITY** Administrator, or their Designated Representative for the Crestlawn Cemetery Expansion design.
2. The **ENGINEER** shall attend any meeting, as requested, and make reports or recommendations and give engineering recommendations and give engineering assistance as requested.
3. The **ENGINEER** shall respond to requests made by the **CITY** by reviewing plans and proposals, inspecting facilities, making pertinent suggestions, issuing professional opinions and certifying same with his official seal, and generally providing technical advice to the **CITY** on an as-needed basis.
4. The **ENGINEER** shall prepare all plans, specifications, cost estimates and contract documents on engineering projects he is authorized to undertake by the **CITY**.

### SECTION B – COMPENSATION FOR ENGINEERING SERVICES

The **CITY** shall compensate the **ENGINEER** for services performed by the employees of the **ENGINEER**, and for expenses and printing services provided under Section A of this Agreement. The proposed fixed cost to perform these services shall be **\$12,500**. Should additional services be required these services will be performed on an hourly basis for work and services actually performed as per the attached schedules listed as Exhibit A.

The terms of compensation and other terms and conditions governing this work shall be defined by the attached Exhibit B "Terms and Conditions for Professional Services" and are considered fully a part of the Contract as is hereto attached or herein repeated.



**SECTION C – LENGTH OF AGREEMENT/CANCELLATION**

That the work under the Agreement shall commence on the date the Agreement is signed by the CITY and will run until a complete design package is provided to the CITY. Either party to this Agreement shall have the right to cancel the remaining portion of the Agreement by giving sixty (60) days written notice to the other party.

**SECTION D**

Before performing any services for the CITY and at the request of the CITY, the ENGINEER shall furnish proof of adequate insurance coverage's including, but not limited to, professional liability insurance, general liability insurance, and workers' compensation insurance.

**SECTION E**

It is understood and agreed that the ENGINEER in all actions is an independent contractor and is not an employee of the CITY. Neither the CITY nor the ENGINEER shall assign, sublet or transfer their interest in this agreement without the written consent of the other party hereto, the CITY agrees to give the ENGINEER priority over other Engineering Consultants, however, it is understood that the CITY may contract with other engineering firms for projects.

**SECTION F – CITY'S OBLIGATIONS**

That the CITY shall make available to the ENGINEER any documents, data, maps, or information required to assist the ENGINEER in the performance of the services outlined in Section A.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below.

**UTILITY: CITY OF STE. GENEVIEVE    ENGINEER: TAYLOR ENGINEERING, LLC**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT A**

**STANDARD RATE SCHEDULE  
2025**

Senior Project Manager .....	\$130.00/HR
Project Manager/Engineer .....	\$120.00/HR
Assistant Engineer.....	\$110.00/HR
Senior Civil/Survey Design Technician .....	\$100.00/HR
Assistant Civil/Survey Design Technician.....	\$ 70.00/HR
Senior Engineering Technician/Inspector .....	\$ 70.00/HR
Engineering Technician/Inspector II .....	\$ 60.00/HR
Engineering Technician/Inspector I .....	\$ 50.00/HR
Professional Land Surveyor.....	\$115.00/HR
Survey LSIT .....	\$ 70.00/HR
3 Man Survey Crew .....	\$180.00/HR
2 Man Survey Crew .....	\$130.00/HR
1 Man Survey Crew .....	\$105.00/HR
2 Man Construction Staking.....	\$150.00/HR
1 Man Construction Staking.....	\$130.00/HR
Drone Field Technician.....	\$130.00/HR
Drone Office Technician.....	\$105.00/HR
Survey Technician II.....	\$ 65.00/HR
Survey Technician I.....	\$ 60.00/HR
Computer Operator/Clerical .....	\$ 60.00/HR
Mileage.....	\$ .80/MI
Outside Materials Or Labor Surcharge .....	10%
Credit Card Processing Fee .....	4%
Administrative Fee .....	1% of Invoice Total

**Copies:** 8 1/2 X 11 - \$0.15/Ea    8 1/2 X 14 - \$0.25/Ea    11 X 17 - \$0.50/Ea

**Projects**

Odd Sizes	\$ 1.00/SQFT
\$2.00/SQFT	
18 X 24	\$ 2.00/EA
24 X 36	\$ 4.00/EA
24 X 36 Color	\$ 10.00/EA
24 X 36 Mylar	\$ 15.00/EA
18 X 24 Mylar	\$ 10.00/EA

**Non Projects**

Odd Sizes	
18 X 24	\$5.00/EA
24 X 36	\$10.00/EA
24 X 36 Color	\$ 20.00/EA

**NOTE: A SERVICE CHARGE OF 1 1/2% PER MONTH WILL BE ASSESSED ON UNPAID INVOICES AFTER 30 DAYS. TIME OVER 8 HOURS PER DAY, BEFORE 7AM, AFTER 6PM, WEEKENDS AND HOLIDAYS WILL BE CHARGED AT 1.5 TIMES THE STANDARD RATE.**

## **Exhibit B**

### **Taylor Engineering, LLC – Terms and Conditions for Professional Services**

#### **1. Scope of Services**

Taylor Engineering, LLC ("Engineer"), whether it be Engineering, Surveying, or Inspection, will perform the services set forth in the Agreement, of which these terms and conditions are hereby made a part.

#### **2. Payments to Engineer**

Compensation will be as stated in the attached Agreement. Statements (invoices) are payable upon receipt. A late payment charge will be added to all amounts not paid within 30 days of statement date, calculated at 1.5 percent per month from statement date. Any costs incurred by Engineer in collecting any delinquent amount, including reasonable attorney's fees, shall be reimbursed by Client. If a portion of Engineer's statement is disputed, the undisputed portion shall be paid by Client by the due date. Client shall advise Engineer in writing of the basis for any disputed portion of any statement.

#### **3. Insurance**

- a. During the course of performance of its services, Worker's Compensation Insurance with limits of \$500,000, Professional Liability Insurance with limits of \$2,000,000 and Commercial General Liability Insurance with combined single limits of \$1,000,000.
- b. If the Project involves on-site construction-phase services by the Engineer, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming the Client as a Named Insured and the engineer as an additional insured or to endorse Client and Engineer as additional insured on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance.

#### **4. Indemnification**

- a. Client agrees to require all construction contractors to indemnify, defend and hold harmless Client and Engineer from any and all loss where loss is caused or incurred (or alleged to be caused or incurred) in whole or in part as a result of the negligence or other actionable fault of the contractors, their agents, or subcontractors.
- b. If this project involves construction, and Engineer does not provide engineering services during construction including, but not limited to, on-site monitoring, site visits, shop drawing review and design clarifications, Client agrees to indemnify and hold harmless Engineer from any liability arising from this Project of Contract.

#### **5. Professional Responsibility**

- a. Engineer will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices.
- b. In no event will Engineer be liable for any special, indirect or consequential damages; including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, or governmental fines or penalties.
- c. The Engineer's aggregate liability for all damages connected with its services for the Project, not excluded by the preceding subparagraph, will not exceed the compensation paid for services.
- d. The obligations and remedies stated in this Paragraph 5, Professional Responsibility, are the sole and exclusive obligations of Engineer and remedies of Client whether liability of the Engineer is based on contract, warranty, strict liability, tort (including negligence), indemnity or otherwise.

#### **6. Access**

Client will provide access (right of entry) for Engineer's staff, its agents, sub consultants, and others, as appropriate for this Project; and Client will be responsible for the time, place, and manner of entry upon all property where Engineer is to provide services under this Agreement. Client agrees to hold Engineer harmless from any and all liability or claims arising from such entry onto property by Engineer. Engineer will take reasonable precautions to minimize property damage; however it is understood that some minor damage may occur; for which Engineer shall not be held responsible.

#### **7. Hazardous Environmental Conditions**

Nothing in this Agreement shall impose any responsibility or liability on Engineer for expenses, claims, or damages arising from, or in any manner related to, hazardous environmental conditions, and/or the presence of other regulated substances.

#### **8. Estimates and Projections**

Engineer's estimates and projections of construction costs and/or schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction

contractor's procedures and methods, and other factors, Engineer cannot and does not guarantee accuracy of any of Engineer's estimates and projections related to this Project.

#### **9. On-Site Services**

On-site visits by Engineer during construction or equipment installation for Project or the furnishing of on-site Project representatives shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any failure by construction contractor(s) to perform their work in accordance with the Contract Documents.

The Engineer will not be considered an agent of the Client and will not have the authority to direct the Contractor's work or to stop work. Services performed by Engineer during construction will be limited to visual observation of material, equipment, or installation, for the purpose of ascertaining that the work is in substantial conformance with the work product of the Engineer and the design intent. These Services are not to be interpreted as inspections, construction supervision, or a guarantee as to the Contractor's performance. Efforts of Engineer shall not be relied upon by others as acceptance of the work, nor shall it relieve the Client's Contractor(s) in any way from the responsibilities under the construction contract with the Client.

#### **10. Changes**

Client shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation, upon execution of a mutually acceptable contract amendment signed by an authorized representative of the Client and an Officer of the Engineer.

#### **11. Termination or Suspension**

- a. Services may be terminated by the Client or Engineer by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Engineer all amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Engineer in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid lump sum or not-to-exceed fee.
- b. The provisions of this Contract have been agreed upon with the expectation of an orderly progression of the project to completion. In the event of project suspension by the Client for a period in excess of three (3) months, Engineer may (at Engineer's sole discretion) perform activities necessary to complete critical calculations, organize project files, or otherwise prepare for an orderly cessation of work; and Engineer shall be entitled to invoice Client for labor and reimbursable expenses incurred in performing such activities.

#### **12. Dispute Resolution**

In an effort to resolve any conflicts that arise during the design or construction, or following completion of the Project, Client and Engineer agree that all disputes between them arising out of, or relating to, this Contract shall be submitted to nonbinding mediation (unless the parties mutually agree otherwise), thereby providing for mediation as the primary method for dispute resolution between Client and Engineer.

#### **13. Printed or Electronic Media**

- a. Client shall not make, or permit to be made, any modifications to any documents, including drawings and specifications, furnished by Engineer pursuant to this Contract, without the prior written authorization of Engineer. Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses (including attorney fees) arising from any modification of such documents.
- b. Only copies of data or work products delivered by Engineer as instruments of service with respect to this Contract as hard copies may be relied upon by Client. Any electronic files furnished in respect to Engineer's services are supplied for the convenience of the Client or others. Any conclusions or information derived from such electronic files shall be at Client's sole risk, because such files can be modified by others or inadvertently corrupted.

#### **14. Ownership of Documents**

All documents, including drawings and specifications, furnished by Engineer pursuant to this Contract are instruments of service; and shall remain the intellectual property of Engineer but the finished plans will be property of the client. Such documents are not intended, or represented, to be suitable for reuse by Client or others, on extensions of this Project or any other work. Any reuse without the written permission of, or adaptation by, Engineer shall be at Client's sole risk, and without liability to Engineer; and Engineer shall be entitled to further compensation, at rates to be mutually agreed between Client and Engineer. The Client shall indemnify and hold harmless Engineer from all claims, damages, and expenses (including attorney fees) arising out of any unauthorized reuse.

**15. Rights and Benefits**

Engineer's services under this Contract will be performed solely for the benefit of the Client, and not for the benefit of any other person or entity.

**16. Entire Contract**

- a. These Terms and Conditions and the related Agreement contain the entire Contract between the Engineer and Client relative to the Engineer's services for this Project. All previous or contemporaneous agreements, representations, promises, or conditions pertaining to the Engineer's services for this project are hereby superseded.
- b. Since terms contained in purchase orders do not generally apply to professional services, in the event the Client issued to Engineer a purchase order, no preprinted terms thereon shall become part of this Contract. Said purchase order document, whether or not signed by Engineer, shall be considered solely as a document for Client's internal management purposes.
- c. This Contract may be amended, in writing, by mutual agreement between the Engineer and Client.

**End of Document**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2025, OF THE CITY OF STE. GENEVIEVE, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.**

**WHEREAS**, the City of Ste. Genevieve, Missouri (the "City"), is a fourth-class city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City is authorized under the provisions of Article VI, Section 26 of the Constitution of Missouri, as amended, and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended (collectively, the "General Obligation Bond Law"), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the proposition to incur indebtedness at a municipal, primary or general election; and

**WHEREAS**, pursuant to the General Obligation Bond Law, an election was duly held in the City at the primary election on Tuesday, August 6, 2024 (the "Election"), on the following proposition:

**PROPOSITION 8**

**Shall the City of Ste. Genevieve, Missouri, issue its general obligation bonds in the amount of \$10,000,000 for the purpose of constructing, reconstructing, improving and repairing streets and related stormwater control improvements?**

**WHEREAS**, the votes cast at the Election were duly canvassed as provided by law, and it was found and declared that more than four-sevenths of the qualified voters within the boundaries of the City voting at the Election on the proposition voted in favor of the issuance of the bonds, the vote on the proposition having been 521 votes for the issuance of the bonds and 343 votes against the issuance of the bonds; and

**WHEREAS**, the City has not issued any of the bonds authorized at the Election, and the City now desires to issue all of the bonds so authorized; and

**WHEREAS**, the City acknowledges that the interest rates payable on the bonds which generate original issue premium (the "Premium Bonds") will result in debt service payments that are higher than if the Premium Bonds had been sold at interest rates equal to the yield on each maturity of the Premium Bonds; and

**WHEREAS**, the Board of Aldermen hereby finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of the bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

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

**ARTICLE I**  
**DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

**"Beneficial Owner"** means whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such Person's subrogee.

**"Bond Counsel"** means Gilmore & Bell, P.C., St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

**"Bond Insurance Policy"** means the financial guaranty insurance policy issued by the Bond Insurer on the date of delivery of the Bonds insuring the payment when due of the principal of and interest on the Bonds as provided therein.

**"Bond Insurer"** means Build America Mutual Assurance Company, or any successors or assigns thereof.

**"Bond Payment Date"** means any date on which principal or Redemption Price of or interest on any Bond is payable.

**"Bond Register"** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

**"Bonds"** means the not to exceed \$10,000,000 General Obligation Bonds, Series 2025, authorized and issued by the City pursuant to this Ordinance.

**"Business Day"** means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**"Cede & Co."** means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

**"City"** means the City of Ste. Genevieve, Missouri, and any successors or assigns.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**"Continuing Disclosure Undertaking"** means the Continuing Disclosure Undertaking dated as of March 1, 2025, in substantially the form attached hereto as Exhibit C.

**"Debt Service Fund"** means the fund by that name referred to in Section 501 hereof.

**"Defaulted Interest"** means interest on any Bond which is payable but not paid on any Interest Payment Date.

**"Defeasance Obligations"** means any of the following obligations, if and to the extent the same are at the time legal for investment of the City's funds:



(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are not subject to redemption prior to maturity or the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations (plus any cash in an escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category as United States Government Obligations or higher by a nationally recognized rating service.

**"DTC"** or **"Securities Depository"** means The Depository Trust Company of New York, New York.

**"FAST Agent"** means the Paying Agent when acting as agent for DTC in accordance with rules established by DTC for Fast Automated Securities Transfers.

**"Federal Tax Certificate"** means the Federal Tax Certificate executed by the City on the date of issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

**"Fiscal Year"** means the fiscal year of the City, currently the period beginning October 1 and ending September 30.

**"Final Terms Certificate"** means the Final Terms Certificate, attached hereto as **Exhibit D**, executed and delivered by the Mayor pursuant to **Section 210** hereof and attached to this Ordinance as of the date of issuance of the Bonds.

**"Interest Payment Date"** means the Stated Maturity of an installment of interest on any Bond.

**"Maturity"** means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

**"Ordinance"** means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

**"Outstanding"** means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds previously canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Section 701 hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

**"Participant"** means any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

**"Paying Agent"** means UMB Bank, N.A., St. Louis, Missouri, and any successors or assigns.

**"Permitted Investments"** means any legally permissible investment of the City's funds.

**"Person"** means any natural person, corporation, partnership, limited liability company, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**"Project"** means constructing, reconstructing, improving and repairing streets and related stormwater control improvements.

**"Project Fund"** means the fund by that name referred to in Section 501 hereof.

**"Purchaser"** means the original purchaser of the Bonds, identified in the Final Terms Certificate.

**"Rebate Fund"** means the fund by that name referred to in Section 501 hereof.

**"Record Date"** means, for the interest payable on any Interest Payment Date, the last day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**"Redemption Date"** when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

**"Redemption Price"** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date, which price is to be stated as a percentage of the principal amount of those Bonds to be redeemed.

**"Registered Owner"** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

**"Representation Letter"** means, collectively, the Representation Letter from the City to the Securities Depository and the Representation Letter from the Paying Agent to the Securities Depository with respect to the Bonds.

**“Special Record Date”** means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to **Section 204** hereof.

**“Stated Maturity”** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the same rating category or higher as the United States of America by a nationally recognized rating service and such obligations are held in a custodial account for the City’s benefit.

## ARTICLE II

### AUTHORIZATION OF BONDS

**Section 201. Authorization of Bonds.** There shall be issued and hereby are authorized and directed to be issued the City’s General Obligation Bonds, Series 2025, in an original principal amount not to exceed \$10,000,000 (the “Bonds”), which are being issued for the purpose of providing funds to (a) pay the costs of the Project and (b) pay the costs of issuing the Bonds.

#### **Section 202. Description of Bonds.**

(a) The Bonds shall consist of fully-registered bonds, numbered from 1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof.

(b) All of the Bonds shall be dated the date of original issuance and delivery thereof. The Bonds shall become due on March 1 in the years and in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, set forth in the Final Terms Certificate. The Bonds shall bear interest at the rates per annum (computed on the basis of a 360-day year of twelve 30-day months) set forth in the Final Terms Certificate from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2026.

#### **Section 203. Designation of Paying Agent.**

(a) UMB Bank, N.A., St. Louis, Missouri, is hereby designated as the City’s paying agent for the payment of principal or Redemption Price of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds.

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (i) filing with the Paying Agent then performing such function a certified copy of the

proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (ii) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign by giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company located in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its fees and expenses for its services in connection with the Bonds.

#### **Section 204. Method and Place of Payment of Bonds.**

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) Payment of the principal or Redemption Price of and interest on each Bond shall be made (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such payment, containing the electronic transfer instructions including the name and address of the bank, the bank's ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee may be applicable.

(c) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent unless the City and the Paying Agent agree to a shorter time period) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment, unless the City and the Paying Agent agree to a shorter time period. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(d) The Paying Agent shall keep a record of payment of the principal, Redemption Price and interest paid on all Bonds and, upon the written request of the City, shall forward a copy or summary of such records to the City.

#### **Section 205. Registration, Transfer and Exchange of Bonds.**

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent or such other office designated by the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required to (i) register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to Section 303 hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (ii) register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 204 hereof.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

#### **Section 206. Execution, Registration, Authentication and Delivery of Bonds.**

(a) Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by

the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser, or shall hold the Bonds as FAST Agent for the benefit of the Beneficial Owners, upon payment to the City of the purchase price of the Bonds plus accrued interest thereon, if any, to the date of their delivery.

#### **Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.**

(a) If (i) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent to save each of the City and the Paying Agent harmless, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City may, in its discretion, direct the Paying Agent to pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the City's prior obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying

Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

#### **Section 209. Preliminary and Final Official Statement.**

(a) The Preliminary Official Statement, in substantially the form attached hereto as **Exhibit B**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

(b) For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "SEC"), the City hereby deems the information contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

(c) The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, an electronic copy of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the SEC and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

#### **Section 210. Sale of Bonds.**

(a) The City agrees to sell the Bonds to the Purchaser at a purchase price of \$ \_\_\_\_\_ (representing the aggregate principal amount of the Bonds, plus a net original issue discount of \$ \_\_\_\_\_, less an underwriting discount of \$ \_\_\_\_\_), plus accrued interest, if any, to the date of delivery, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Mayor.

(b) The Mayor is hereby authorized to (1) approve the purchase price for the Bonds, the principal amounts by maturity, the interest rates, the optional redemption provisions, and the other final terms of the Bonds, (2) execute the Final Terms Certificate attached to this Ordinance as **Exhibit D**, and (3) award the sale of the Bonds or reject all bids, for and on behalf of and as the act and deed of the City, which approval will be conclusively evidenced by the execution by the Mayor of the Final Terms Certificate.

#### **Section 211. Securities Depository.**

(a) The Bonds shall be initially issued as one single authenticated fully registered bond for each Stated Maturity. Upon initial issuance, the ownership of such Bonds shall be registered in the Bond Register of the City kept by the Paying Agent in the name of Code & Co., as nominee of DTC. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Registered Owners of Bonds under this Ordinance, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Paying Agent nor the City shall be affected by any notice to the

contrary. Neither the Paying Agent nor the City shall have any responsibility or obligation to any Participant, any Person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other Person which is not shown on the Bond Register kept by the Paying Agent as being a Registered Owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal or Redemption Price of or interest on the Bonds, with respect to any notice which is permitted or required to be given to Owners of Bonds under this Ordinance, with respect to the selection by DTC or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as Registered Owner of the Bonds. The Paying Agent shall pay all principal or Redemption Price of and interest on the Bonds only to Cede & Co. in accordance with the Representation Letter, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. No Person other than DTC (or the Paying Agent as Fast Agent) shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal or Redemption Price of and interest. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (d) hereof.

(b) If Participants holding a majority position in the Bonds determine that it is in the best interest of the Beneficial Owners that they be able to obtain certificated bonds, the Participants may notify DTC and the Paying Agent, whereupon DTC shall notify the Participants of the availability through DTC of bonds. In such event, the Bonds will be transferable in accordance with paragraph (d) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Paying Agent and discharging its responsibilities with respect thereto under applicable law. In such event, the Bonds will be transferable in accordance with paragraph (d) hereof.

(c) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(d) If any transfer or exchange of Bonds is permitted under paragraph (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Paying Agent from the Registered Owners thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Ordinance. If Bonds are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Bonds, or other securities depository as holder of all the Bonds, the provisions of this Ordinance shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds and the method of payment of the principal or Redemption Price of and interest on such Bonds. If Bonds are issued to holders other than DTC, the Paying Agent may rely on information provided by DTC or any Participant as to the names, addresses of and principal amounts held by the Beneficial Owners of the Bonds.

### ARTICLE III

#### REDEMPTION OF BONDS

##### Section 301. Redemption of Bonds.

(a) *Optional Redemption.* The optional redemption provisions, if any, shall be set forth in the Final Terms Certificate.



(b) *Mandatory Redemption.* Any Bonds subject to mandatory redemption and payment prior to their stated maturity (the "Term Bonds") designated in the Final Terms Certificate shall be subject to the following mandatory redemption requirements. At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired, (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical, or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.

#### **Section 302. Selection of Bonds to be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in Section 303 hereof are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in such order of their Stated Maturities as shall be determined by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (i) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (ii) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond

to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.**

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on the City's behalf by mailing a copy of an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to the State Auditor of Missouri and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;

(iv) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(v) the place where such Bonds are to be surrendered for payment of the Redemption Price.

(c) Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

(d) With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the Redemption Date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and moneys are not received, such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

(e) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, the Paying Agent shall prepare for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

(f) The failure of any Registered Owner to receive the foregoing notice or any defect therein shall not invalidate the effectiveness of the call for redemption of any other Bond.

(g) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP number, if any, of each Bond being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the Stated Maturity of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be filed on the Electronic Municipal Market Access system for municipal securities disclosures ("EMMA") established and maintained by the Municipal Securities Rulemaking Board (or any successor to EMMA established by the Municipal Securities Rulemaking Board), at least one day before the mailing of notice to Registered Owners. If EMMA ceases to exist, then each further notice of redemption shall be sent by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(h) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed therewith the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

(i) The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the SEC. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

#### ARTICLE IV

#### SECURITY FOR AND PAYMENT OF BONDS

**Section 401. Security for the Bonds.** The Bonds are general obligations of the City payable as to principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the City's territorial limits. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal or Redemption Price of and interest on the Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax.**

(a) For the purpose of providing for the payment of the principal or Redemption Price of and interest on the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of such principal or Redemption Price and interest as the same become due and payable in each year.

(b) The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the City's other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the

Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds as and when the same become due, taking into account scheduled mandatory redemptions, if any, and the fees and expenses of the Paying Agent.

(c) If at any time said taxes are not collected in time to pay the principal or Redemption Price of and interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or Redemption Price and interest out of the City's general funds and to reimburse said general funds for money so expended when said taxes are collected.

## ARTICLE V

### ESTABLISHMENT OF FUNDS;

#### DEPOSIT AND APPLICATION OF MONEY

**Section 501. Establishment of Funds.** There have been or shall be established in the treasury of the City and shall be held and administered by the City Treasurer the following separate funds:

- (a) Debt Service Fund.
- (b) Project Fund.
- (c) Rebate Fund.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited or disbursed simultaneously with the delivery of the Bonds as described in the Final Terms Certificate.

#### **Section 503. Application of Money in the Project Fund.**

(a) Moneys in the Project Fund shall be used solely for the purpose of (1) paying the costs of the Project in accordance with the plans and specifications prepared therefor and approved by the Board of Aldermen, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Board of Aldermen and (2) paying the costs and expenses of issuing the Bonds, including paying the cost of the Bond Insurance Policy premium to the Bond Insurer.

(b) The City Treasurer shall make withdrawals from the Project Fund solely for the above-stated purposes. Such withdrawals shall be made only upon a duly authorized certificate executed by the City Treasurer that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. The Board of Aldermen hereby approves the disbursement of funds for payment of the costs and expenses incident to the issuance of the Bonds together with any other amounts hereafter approved by the Board of Aldermen.

(c) Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

**Section 504. Application of Money in Debt Service Fund.**

(a) All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The City Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day when such principal or Redemption Price, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money.

(b) Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds and any other indebtedness of the City shall be transferred and paid into the City's general fund.

**Section 505. Deposits and Investment of Money.**

(a) Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

(b) Moneys held in any fund referred to in this Ordinance may be invested by the City Treasurer in accordance with the investment policy of the City, as such policy may be amended from time to time, in accordance with this Ordinance and the Federal Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

**Section 506. Nonpresentation of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 507. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on

the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

**Section 506. Application of Money in the Rebate Fund.**

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to pay arbitrage rebate, and neither the City nor the Registered Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The City shall periodically determine the amount of arbitrage rebate due under Section 148(f) of the Code in accordance with the Federal Tax Certificate, and the City shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any money remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be released to the City.

(c) Notwithstanding any other provision of this Ordinance, including in particular Article VII hereof, the obligation to pay arbitrage rebate and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

**ARTICLE VI**

**REMEDIES**

**Section 601. Remedies.** The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 602. Limitation on Rights of Registered Owners.** The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Registered Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security

granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 604. Exception for Continuing Disclosure.** This Article VI shall not apply to Section 805 hereof regarding the City's continuing disclosure obligations, and Registered Owners or Beneficial Owners of the Bonds shall have no remedies for enforcement of said obligations other than the remedies provided for in Section 805 hereof and the City's Continuing Disclosure Undertaking.

## ARTICLE VII

### DEFEASANCE

#### **Section 701. Defeasance.**

(a) When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the scheduled interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of and redemption premium, if any, on said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with Section 302(a) hereof.

(b) Any money and Defeasance Obligations that at any time shall be deposited by or on behalf of the City with the Paying Agent or other commercial bank or trust company for the purpose of paying and

discharging any of the Bonds or the scheduled interest payments thereon shall be and are hereby assigned, transferred and set over to the Paying Agent or other commercial bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other commercial bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

(c) To accomplish a defeasance of the principal of the Bonds or scheduled interest payments thereon when the City will rely on interest to be earned on any Defeasance Obligations deposited more than 180 days prior to the full payment of the principal of the Bonds or scheduled interest payments thereon, the City shall cause to be delivered to the Paying Agent (1) a report of an independent firm of nationally recognized certified public accountants or such other firm as may be acceptable to Bond Counsel verifying the sufficiency of the escrow established to pay the principal of the Bonds or scheduled interest payments thereon in full at the Stated Maturity or Redemption Date thereof, (2) an escrow deposit agreement or escrow instruction letter between the City and an escrow agent and (3) an opinion of Bond Counsel to the effect that the principal of the Bonds or scheduled interest payments thereon are no longer "Outstanding" under this Ordinance. Bonds shall be deemed "Outstanding" under this Ordinance unless and until they are in fact paid and retired or the criteria of this Section are met.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**Section 801. Tax Covenant.** The City covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved, with such changes therein as shall be approved by the Mayor and the Bond Compliance Officer (as defined therein), which officers are hereby authorized to execute the Federal Tax Certificate for and on behalf of the City, such officer's signature thereon being conclusive evidence of his or her approval thereof.

#### **Section 802. Annual Audit.**

(a) Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent certified public accountant or firm of independent certified public accountants.

(b) Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

#### **Section 803. Amendments.**

(a) Notwithstanding the City's obligations under the Continuing Disclosure Undertaking, which may be modified as provided therein, the rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an



instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (i) extend the maturity of any payment of principal or interest due upon any Bond;
- (ii) alter the optional redemption provisions of any Bond;
- (iii) effect a reduction in the amount which the City is required to pay as principal or interest on any Bond;
- (iv) permit preference or priority of any Bond over any other Bond; or
- (v) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the Board of Aldermen at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Board of Aldermen amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective Registered Owner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

#### **Section 304. Notices, Consents and Other Instruments by Registered Owners.**

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in Exhibit A attached hereto), if made in the following manner, shall be sufficient for any of the purposes of

this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 805. Continuing Disclosure.** The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking as originally executed and as it may be amended from time to time in accordance with the terms thereof. The Mayor is hereby authorized to execute the Continuing Disclosure Undertaking, in substantially the form attached hereto as **Exhibit C**, to make the Bonds subject to the Continuing Disclosure Undertaking. Upon the City's failure to comply with the Continuing Disclosure Undertaking, any Registered Owner may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Section.

**Section 806. Electronic Transactions.** The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 807. Further Authority.** The officers of the City, including the Mayor, the City Treasurer, and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability. The City Clerk is authorized and directed to attest the execution of any documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

**Section 808. Parties Interested Herein.** Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Paying Agent and the Registered Owners, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Paying Agent and the Registered Owners.

**Section 809. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 810. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 811. Effective Date.** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval of the Mayor.

*[Remainder of Page Intentionally Left Blank]*

**Date of First Reading:**

**Date of Second Reading:**

**PASSED** by the Board of Aldermen and **APPROVED** by the Mayor of the City of Ste. Genevieve, Missouri this \_\_\_ day of \_\_\_\_\_, 2025.

VOTE:

**Alderman Dobbs  
Alderman Fahey  
Alderman Bennett  
Alderman Donovan  
Alderman Steiger  
Alderman Eydmann  
Alderman Prince  
Alderman Raney**

\_\_\_\_Ayes \_\_\_\_ Nays \_\_\_\_ Absent

APPROVED AS TO FORM:

\_\_\_\_\_  
MAYOR BRIAN KEIM

\_\_\_\_\_  
CITY ATTORNEY

ATTEST:

REVIEWED BY:

\_\_\_\_\_  
CITY CLERK, PAM MEYER

\_\_\_\_\_  
CITY ADMINISTRATOR, HAPPY WELCH

**EXHIBIT A  
TO ORDINANCE**

**(FORM OF BONDS)**

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE  
(DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE  
TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO  
ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY  
(DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES  
DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR  
SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

**Registered  
No. \_\_\_\_\_**

**Registered  
\$ \_\_\_\_\_**

**CITY OF STE. GENEVIEVE, MISSOURI**

**GENERAL OBLIGATION BOND  
SERIES 2025**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
_____ %	March 1, _____	March _____, 2025	_____

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

**THE CITY OF STE. GENEVIEVE, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown above on the Maturity Date shown above unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2025, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption to the Person in whose name this Bond is registered on the Bond Register (as hereinafter defined) at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the principal payment office of UMB Bank, N.A., St. Louis, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid to the

Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the last day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date. The principal or Redemption Price of and interest on this Bond shall be payable (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such payment, containing the electronic transfer instructions including the name and address of the bank, the bank's ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee may be applicable. The principal or Redemption Price of and interest on this Bond shall be payable in any coin or currency fiat, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "General Obligation Bonds, Series 2025," aggregating the principal amount of \$10,000,000 (the "Bonds"), issued by the City for the purpose of providing funds to (a) pay the costs of the Project and (b) pay the costs of issuing the Bonds, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, and pursuant to an election duly held within the boundaries of the City and an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the Board of Aldermen of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

At the option of the City, the Bonds or portions thereof maturing on March 1, 20\_\_ and thereafter may be called for redemption and payment prior to their Stated Maturity on March 1, 20\_\_ and thereafter as a whole or in part at any time in such order of maturity determined by the City (Bonds of less than a full maturity to be selected in multiples of \$5,000 in such equitable manner as the Paying Agent shall designate) at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the redemption date.

[\*The Bonds maturing on March 1, 20\_\_ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance on March 1, 20\_\_ and each March 1 thereafter to maturity at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.\*]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days but not more than 60 days prior to the Redemption Date to the State Auditor of Missouri and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal or Redemption Price of and interest on the Bonds as the same become due.

The Bonds are issuable in the form of fully-registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be delivered to and immobilized with the Securities Depository or with the Paying Agent as the Securities Depository's FAST Agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or Redemption Price of and interest on, this Bond, (b) notices and (c) voting. Transfers of principal or Redemption Price and interest payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such Beneficial Owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or Redemption Price of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent, the City and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price and interest due hereon and for all other purposes.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri;

that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal or Redemption Price of and interest on the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF**, the **CITY OF STE. GENEVIEVE, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

**CERTIFICATE OF AUTHENTICATION**

**CITY OF STE. GENEVIEVE, MISSOURI**

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

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

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

**UMB BANK, N.A.,**  
Paying Agent

(Seal)

ATTEST:

By \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
City Clerk



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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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**NOTICE:** The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

**Medallion Signature Guarantee:**

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## STATEMENT OF INSURANCE

**Build America Mutual Assurance Company ("BAM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on this Bond to BOKF, N.A., St. Louis, Missouri, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of BAM as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Ordinance or this Bond, BAM shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Ordinance, at law or in equity.**

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**EXHIBIT B  
TO ORDINANCE**

**PRELIMINARY OFFICIAL STATEMENT**

*[On file in the office of the City Clerk]*

**EXHIBIT C  
TO ORDINANCE**

**CONTINUING DISCLOSURE UNDERTAKING**

*[On file in the office of the City Clerk]*

**EXHIBIT D  
TO ORDINANCE**

**FINAL TERMS CERTIFICATE**

The undersigned, on behalf of the City of Ste. Genevieve, Missouri (the "City"), in connection with the issuance of the City's General Obligation Bonds, Series 2025 (the "Bonds"), certify pursuant to **Section 210** of the Ordinance authorizing the issuance of the Bonds passed by the Board of Aldermen on \_\_\_\_\_, 2025 (the "Ordinance"), as follows:

1. Original Principal Amount. The Bonds are issued in the original principal amount of \$ \_\_\_\_\_.
2. Purchase Price. The purchase price of the Bonds, which is \_\_\_\_\_% of the original principal amount of the Bonds, is calculated as follows:

Original Principal Amount	\$
Plus: [*Not*] Original Issue Discount	
Less: Underwriter's Discount	( _____ )
Total Purchase Price	\$ _____

3. Final Maturity of the Bonds. The final maturity of the Bonds is March 1, 20\_\_.
4. True Interest Cost. The True Interest Cost of the Bonds is \_\_\_\_\_%.
5. Weighted Average Maturity. The weighted average maturity of the Bonds is \_\_\_\_\_ years.
6. Maturity Schedule. The Bonds will mature on the dates and in the amounts and bear interest at the rates that follow:

<u>Stated Maturity (March 1)</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Stated Maturity (March 1)</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20__	\$	%	20__	\$	%
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		
20__			20__		

\* Term Bonds

7. Optional Redemption: At the option of the City, the Bonds maturing on March 1, 20\_\_ and thereafter may be called for redemption and payment prior to the Stated Maturity thereof on March 1, 20\_\_ and thereafter, in whole or in part at any time, in such amounts for each Stated Maturity as

shall be determined by the City at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

8. [**\*Mandatory Sinking Fund Redemption.** The Bonds maturing in the years 20\_\_ and 20\_\_ (the "Term Bonds") identified in paragraph 6 are subject to mandatory redemption and payment prior to the Stated Maturity thereof pursuant to the mandatory redemption requirements of Section 301(b) of the Ordinance at a Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date on March 1 in each of the years and in the amounts set forth below:

Term Bonds Maturing March 1, 20\_\_

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__ <sup>+</sup>	

<sup>+</sup>Final Maturity

Term Bonds Maturing March 1, 20\_\_<sup>\*1</sup>

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__ <sup>+</sup>	

<sup>+</sup>Final Maturity

9. **Deposit and Use of Bond Proceeds.** The net proceeds received from the sale of the Bonds shall be deposited or disbursed simultaneously with the delivery of the Bonds, as follows:

- (a) Any accrued interest on the Bonds shall be deposited in the Debt Service Fund and applied in accordance with Section 504 of the Ordinance.
- (b) The balance of the proceeds derived from the sale of the Bonds (\$\_\_\_\_\_) shall be deposited in the Project Fund and shall be applied in accordance with Section 503 of the Ordinance.

*[Remainder of Page Intentionally Left Blank]*

The terms set forth in this Final Terms Certificate are within the limitations of **Exhibit D** to the Ordinance.

Delivered this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF STE. GENEVIEVE, MISSOURI**

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