

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – JUNE 26, 2025
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

Chip Marzucco – Update on Spring for Down Syndrome Event

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- POLICE – DANIEL HALEK
- ALLIANCE – COREY LITTEREST

PUBLIC COMMENTS. Please identify yourself for the record and please try and keep comments to 5 minutes. (The Board will not interact during public comments and will have staff investigate any city related issues brought forward and contact the individual later with a response.)

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – June 12, 2025
- Minutes – Board of Aldermen – Work Session – June 12, 2025
- Minutes – Board of Aldermen – Closed Session – June 12, 2025
- Treasurer's Report – May 2025

OLD BUSINESS.

BILL NO. 4675. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MCBRIDE LAND GROWTH,

LLC, AS THE DEVELOPER OF A RESIDENTIAL SUBDIVISION FOR 49 ACRES LOCATED ON PROGRESS PARKWAY. 2ND READING.

BILL NO. 4676. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MCBRIDE LAND GROWTH, LLC, AS THE DEVELOPER OF A RESIDENTIAL SUBDIVISION FOR 49 ACRES LOCATED ON PROGRESS PARKWAY. 2ND READING.

NEW BUSINESS.

RESOLUTION 2025 – 39. A RESOLUTION APPOINTING REBECCA MONIA TO THE STE. GENEVIEVE TOURISM TAX COMMISSION.

BILL NO. 4677. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES. 1ST & 2ND READING.

BILL NO. 4678. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A BROKER AGREEMENT WITH LAKENAN INSURANCE. 1ST & 2ND READING.

BILL NO. 4679. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTATION NECESSARY TO JOIN THE MISSOURI INTERGOVERNMENTAL RISK MANAGEMENT ASSOCIATION; APPROVING THE FORM OF CERTAIN DOCUMENTS NECESSARY TO THAT END; AND FIXING THE TIME WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE. 1ST & 2ND READING.

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION.

ADJOURNMENT.

Any person requiring special accommodations (i.e. qualified interpreter, large print, hearing assistance) in order to attend the meeting please notify this office at 573-883-5400 no later than forty-eight hours prior to the scheduled commencement of the meeting.

Watch live on SGTv Spectrum Channel 991 or <https://www.youtube.com/@Stegentv>

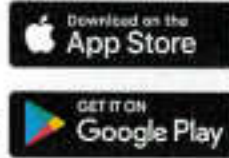
POSTED BY: Pam Meyer
June 23, 2025

CITY ADMINISTRATOR REPORT

June 26, 2025

Stay Connected

1. You can get board packets on your phone by going and to your phone app store and downloading the relevant app. The packets are in the documents folder in the app. Go to Agenda/Minutes, then BOA, then 2025, and you will see it there for the whole year. We are now including agenda packet material with the agenda for the regular meeting and the work session (unless it is closed session material).



2. City offices will be closed Friday, July 4, 2025 for the Independence Day holiday. The next work session packet will not be sent out until after the holiday weekend.
3. Please hand in your budget questionnaire by next week so we can try to include your request with the budget worksheet. We completed our 5 & 10 year capital planning this week and will have the 5 year planning as part of the budget packet next month.
4. I have left a picture of a proposed wall design for the boardroom at your seat using our new City logo. See if you like that or would prefer something different.





Ste. Genevieve Police Department



Monthly Operations Report

Date: May 2025

Calls for Service:

- 382- calls for service
- 47- O/I report's written by Officers
- 7-O/I reports written by SRO's
- 115-Field Interviews Completed
- 35-summons' issued.
- 87- warnings issued.
- 47-Arrest made.
- 4-Drug incidents
- 2-DWIs

K9 Ozzy Reports

- K9 Ozzy had 8 deployments. (He was utilized 8 times)
- K9 Ozzy had 2 arrests.
- K9 Ozzy had 2 drug seizures- Approximately 11.4 grams of methamphetamine.
- Attached is K9 Ozzy's summary report for the month of May.

Staffing:

- Officer McClure resigned and went to work for Bonne Terre Police Department.

Training:

- Officers attended an evidence class put on by the FBI and it was held at the Ste. Genevieve Sheriff's Office.

Meetings:

- Lt. Pollock and I attended a Pepperball gun demonstration.

Facility:

- Nothing to report on the facility.

Equipment/Maintenance:

- Nothing to report.

Police Radio:

- No update.

Grants:

- Applied for the Southeast Coalition Grant. Requesting new radar systems.

Miscellaneous:

Patrol car is on the road with the new motor. (Running well).

Ste. Genevieve Police Department

Calls for service

Vandalism-1	Heart problems- 2
Try to contact-1	Missing adult-1
Trespassing not in Progress- 1	Miscellaneous- 43
Trespassing- 4	Commercial Fire- 1
Robbery- 1	Police Investigation- 25
Threats-1	Information only- 3
Thefts- 3	Harassment- 5
Suspicious person/vehicle-20	Cardiac Arrest- 1
Suspicious package- 1	Fugitive arrest- 0
Seizures- 1	Fraud- 1
Prowler- 1	Found Property- 1
Pursuit-1	Falls- 2
Road Hazard-5	Extra Patrol- 1
Psychiatric behavior-4	Domestic Disturbance-1
Prisoner Transport- 1	Disturbance- 12
Property Damage- 3	Burglary-1
Pick up- 2	Assist for Police- 5
Papers served- 2	Assist DFS- 0
Ordinance Violations- 1	Check Well-being- 20
Open Door- 4	Child Custody- 0
Motor Assist- 5	C and I- 6
Utility Crew- 0	Burglary not in Progress-0

Peace Disturbance- 2

Assault-2

Assist For Police- 4

Assault/Sexual with EMS- 1

Animal call-6

Animal Bites- 3

Abandoned 911- 12

Traffic- 110

Fire Alarm-26

Escorts- 18

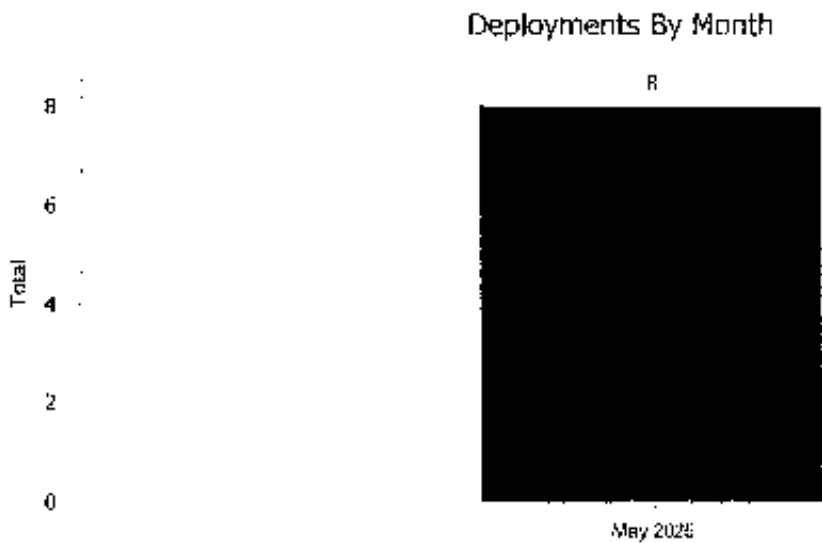
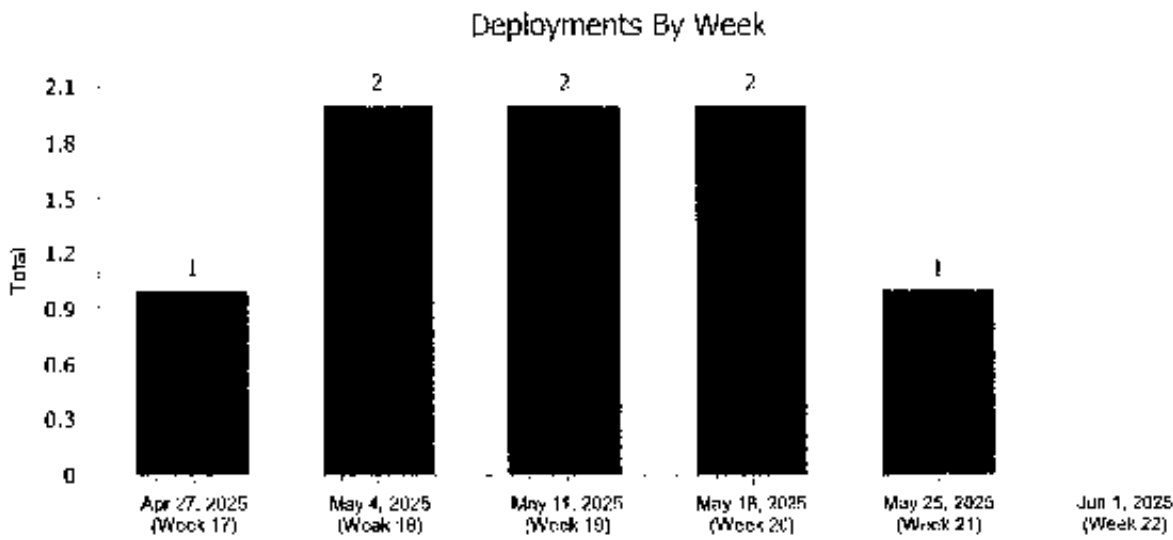
Intoxicated Person- 0

Deployment Summary

Ell Isgriggs and K9 Ozzy, Ste. Genevieve Police Department
Using all 8 Records from May 1, 2025 to May 31, 2025

Overview

Performed Deployments:	8	Detection Deployments:	8	Patrol Deployments:	0
Not-Performed Deployments:	0	Dog Not Deployed:	0	Canceled Enroute:	0
Total Arrests:	2	Arrests With Bites:	0		



Deployment Summary

Eli Isgriggs and K9 Ozzy, Ste. Genevieve Police Department

Using all 8 Records from May 1, 2025 to May 31, 2025

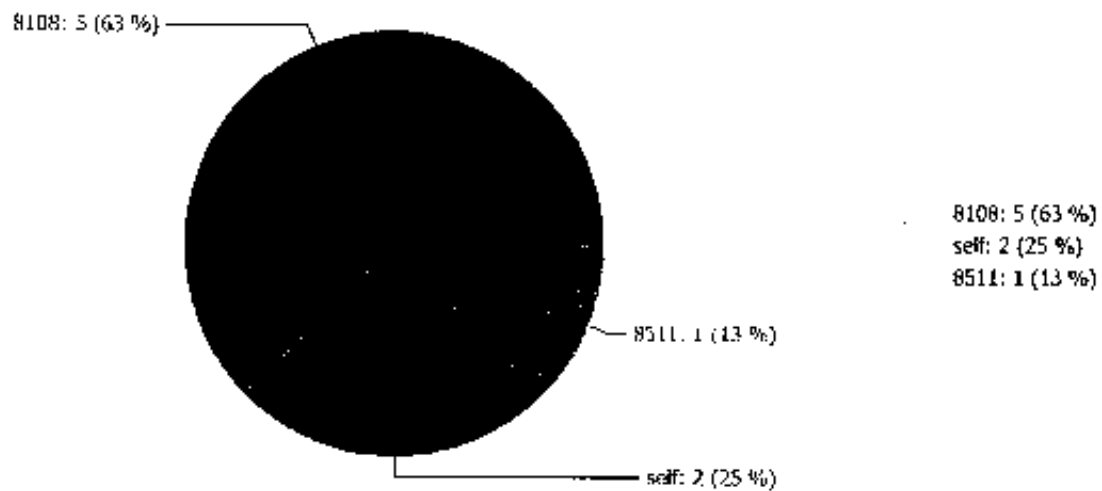
Deployments By Day of the Week and Hour

Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
00	0	0	0	0	0	0	0
01	0	0	0	0	0	0	0
02	0	0	0	0	0		0
03	0	0	0	0	0	0	0
04	0	0	0	0	0	0	0
05	0	0	0	0	0	0	0
06	0	0	0	0	0	0	0
07	0	0	0	0	0	0	0
08	0	0	0	0	0	0	0
09	0	0	0	0	0	0	0
10		0	0	0	0	0	0
11	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0
13	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0
15	0	0	0	0		0	0
16	0	0	0	0	0	0	0
17	0	0	0	0	0	0	0
18	0	0	0	0	0		0
19	0	0	0	0	0	0	0
20	0	0	0	0	0	0	
21	0	0	0	0	0		
22	0	0	0	0	0	0	0
23	0	0	0	0		0	0
Day Total	1	1	0	0	2	3	2

Deployment Summary

Elis Isgriggs and K9 Ozzy, Ste. Genevieve Police Department
Using all 8 Records from May 1, 2025 to May 31, 2025

Top 25 Requesting Agencies



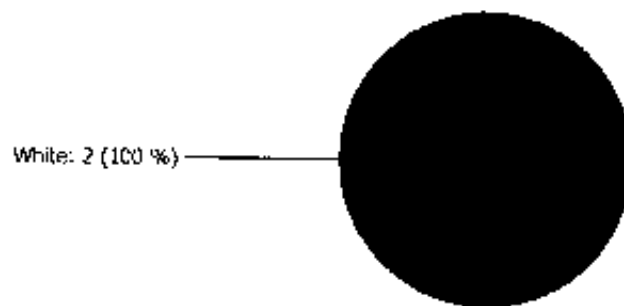
Deployment Summary

Eli Isgriggs and K9 Ozzy, Ste. Genevieve Police Department
Using all 8 Records from May 1, 2025 to May 31, 2025

Demographic Data: Arrests

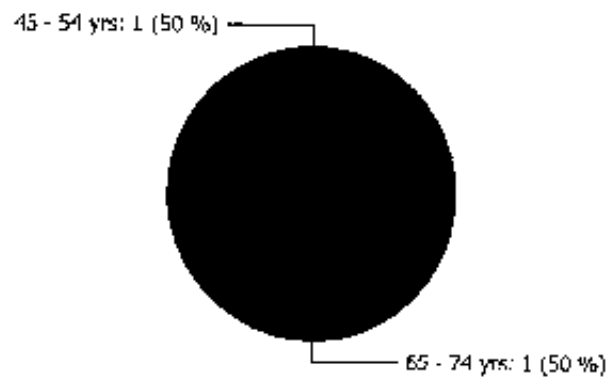
Arrests by Race/Ethnicity

Total Arrests: 2



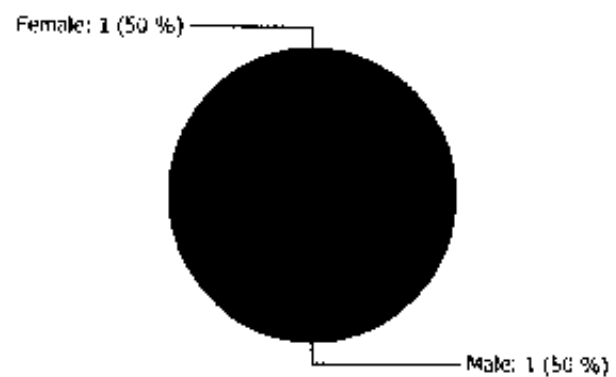
Arrests by Age

Total Arrests: 2



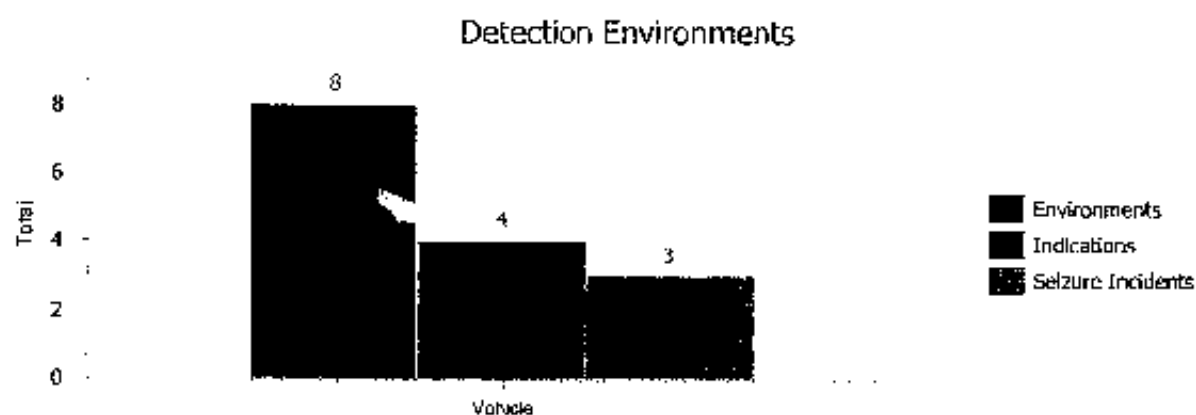
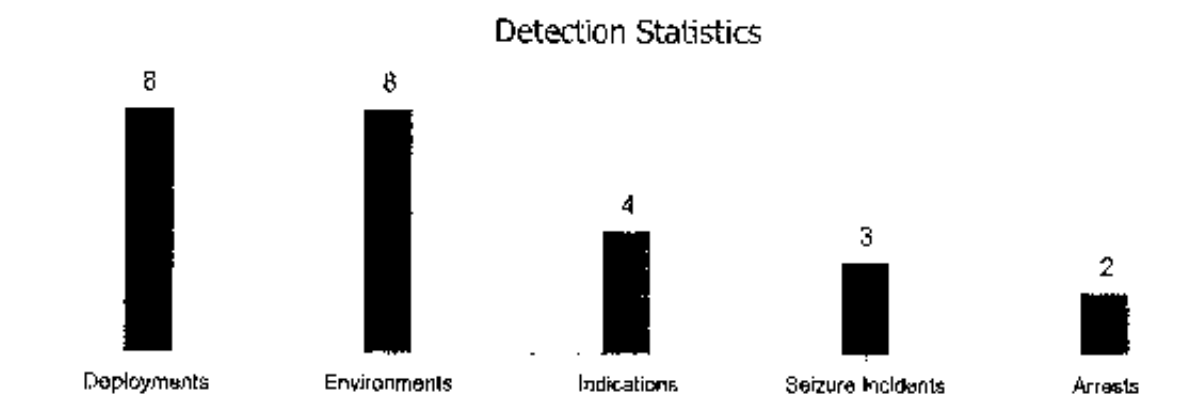
Arrests by Sex At Birth

Total Arrests: 2



Deployment Summary

Eli Isgriggs and K9 Ozzy, Ste. Genevieve Police Department
Using all 8 Records from May 1, 2025 to May 31, 2025



Deployment Summary

Eli Isgriggs and K9 Ozzy, Ste. Genevieve Police Department
Using all 8 Records from May 1, 2025 to May 31, 2025

Drug Paraphernalia Indications

Paraphernalia [REDACTED] 1 seizure incident (100%): 5 Items

Packaging Around Drug Paraphernalia

Canvas: 1 (100%)

Drug Indications

Methamphetamine [REDACTED] 2 seizure incidents (100%): 11.4 grams

Packaging Around Drugs

Plastic: 2 (100%)

May 2025 Operations Report

For additional information, contact:
Corey Litterst, Local Manager
(573) 883-5400 ext. 1112
clitterst@alliancewater.com

SAFETY

In May, we covered the Lockout/Tagout (LOTO) procedures to ensure there is no stored electricity or the ability for someone to energize a piece of equipment while being serviced. We covered the many kinds of tags, locks, and devices that make it possible to lock out any situation. We were shown how to use each one. This decreases the risk of electrical shock.

OPERATIONS BY THE NUMBERS

MEASURABLE	MONTHLY TOTAL
Potholes Repaired	113
Water Mains Repaired	0
Service Lines Repaired	0
Sewer Main Cleaning (ft)	10,100
Gallons of Wastewater Processed	Unknown
Gallons of Water Produced	22,374,000 High:960,000 Low:539,000
Water Loss	6.33%
Line Locates	38
Utility Billing Work Orders	85
Water Bill Disconnects	21
Mower Hours for Parks	181
Playground Equipment Repairs	3

Table 1. AWR metrics. *flow meter is not operational.

WATER TREATMENT

- We ordered heaters for the contactors for well #4. It keeps tripping the overload.
- We fixed a water leak in the chlorine room at the water treatment plant. We had to replace some pipes and 2 unions that failed.
- We charged the CO2 tank because it had high pressure.

WASTEWATER TREATMENT

- The pump for the million-gallon tank was rebuilt and installed.
- The generator batteries and air filters were replaced.
- I am getting 3 prices for the inflow water meter replacement.

WATER DISTRIBUTION

- The fire hydrant was raised at 753 Rozier Street.
- The fire hydrant was raised at Tractor Supply.
- We did some potholing for the installation of 2 new hydrants.
- The hot taps were scheduled for the hydrants through MB Construction.
- We replaced the setter and inspected the sewer lateral at 688 Market Street. The house is being remodeled and hasn't had either service for 30+ years.

SEWER COLLECTIONS

There were no sanitary sewer overflows (SSO) for the month.

- We had high amps on pump #2 at Lift Station 1. There were several rags bound in the impeller.
- The 6" check valve for Pointe Basse apartments was ordered and delivered to them.
- Cochran Engineering was here to look at all the lift stations to get information for their sewer study.

STREETS

- The new wayfinding signs that were delivered were put up downtown.
- We closed St. Mary's Road so the trench line could be repaired for the new duplexes.
- We assisted the Levee District clean their debris hopper at the pump station.
- I got pricing on the duckbill check valve for N. Gabouri creek.
- We did 12-tons of asphalt patching on Brentwood, Valle Springs, Pointe Basse, Cherry, Walnut, Sycamore, Rozier, Market, 5th, Trautman Industrial, Save A Lot Dr., 3rd, DuBourg, and Grass Streets.
- We cleaned out the culvert intake at Riverview and North Main. We hauled 5 dump truck loads of mud and debris out of it. We have a couple more to get cleared out but we have to wait for it to dry out since we must go through a farmer's field.
- We repaired the handrail on 3rd Street bridge.
- We repaired 2 of the 3 storm water inlets at Valle Springs. We are waiting for more material to be delivered to finish the last one.

PARKS

- Trash cans continue to be painted in down time.
- We spent several days cleaning Pinkley Park. We hauled several loads of debris that was removed from the playground area along with the creek bank. Graffiti was removed from the playground equipment and picnic tables.
- Valle Springs Park playground equipment, pavilions, and bathrooms were pressure washed.
- We mulched the trail and put wood chips around the playground and workout equipment.
- We painted the parking lot and replaced the handicapped sign and pole at VS Park.
- We cleaned up a downed tree in Pere Marquette that had been toppled due to high winds.

EQUIPMENT

- We replaced the brushes on the street sweeper.
- I got pricing for the new decals for all the vehicles and equipment.
- The 3 pickups were ordered for Public Works and Sewer Department.

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – JUNE 12, 2025
6:00 P.M.**

CALL TO ORDER. Mayor Pro-Tem Alderman Joe Steiger called the regular meeting of the Ste. Genevieve Board of Aldermen to order at 6:00 p.m. and all stood for the Pledge of Allegiance.

ROLL CALL. A roll call by City Clerk Pam Meyer showed the following members present:

Alderman Patrick Fahey (arriving at 6:04 p.m.)	Alderman Jeff Rydmann
Alderwoman Arnie Dobbs	Alderman Joe Prince
Alderman Bob Donovan	Alderman Joe Steiger
Alderman Sam Hughey	Alderman Teddy Ross

Absent: Mayor Brian Keim

APPROVAL OF AGENDA. A motion by Alderman Donovan, second by Alderman Prince to approve the amended agenda as presented. Motion carried 8-0.

PRESENTATION/AWARDS. None.

PERSONAL APPEARANCE. Brian Gray, owner of Gaslight Ghost Tours and Brock Gibson were present to ask the Board for permission to access Memorial Cemetery for Ghost Tours. The tours would be twice a month with the exception of October which will be three. The cemetery would be entered around 8:45 -9:00 and each visit would only last approximately 10 minutes. All guests will remain on the designated walkways and not permitted to walk elsewhere in the cemetery. Mr. Gray had reached out to the Foundation for Restoration and they were okay with the

CITY ADMINISTRATORS REPORT. (See attached report)

STAFF REPORTS.

DAVID BOVA – COMMUNITY DEVELOPMENT (see attached report)

FIRE – KENNY STEIGER (see attached report)

AARON SMITH – TOURISM (see attached report)

PUBLIC COMMENTS. None.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – May 22, 2025
- Minutes – Board of Aldermen – Work Session – May 22, 2025
- **Street Closure Request from Brix Urban Winery.** Brix Urban Winery is requesting a street closure for the 1st Annual Fly with the Hive Festival to be held on Saturday, June 28, 2025 from 6:00 a.m. to 7:00 p.m. The closure will include Merchant Street from Main Street to Third Street.
- **Street Closure Request from Felix Valle State Historic.** Whitney Tucker with the Felix Valle House is requesting a street closure for the Rural Heritage Event that is being held October 25, 2025 from 9:30 a.m. to 4:30 p.m. The closure will include Second Street from Market Street to Merchant Street.

A motion by Alderman Donovan, second by Alderman Prince to approve the consent agenda. Motion carried 8-0.

OLD BUSINESS.

BILL NO. 4674. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES. 2ND READING.

A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4674 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderman Joe Steiger, Alderman Teddy Ross, Alderwoman Amie Dobbs, Alderman Sam Hughey, Alderman Joe Prince, Alderman Jeff Eydmann, Alderman Bob Donovan and Alderman Parick Fahey. Motion carried 8-0. Thereupon Bill No. 4674 was declared Ordinance No. 4595 signed by the Mayor and attested by the City Clerk.

NEW BUSINESS.

The tentative agenda for this meeting also includes an optional vote to close part of this meeting pursuant to Section 610.021 (2,12) RSMo (Real estate sale, lease, purchase, and Negotiated Contract & Proposals). A motion by Alderman Prince second by Alderman Donovan to go into closed session pursuant to Section 610.021 (Real Estate & Negotiated Contract & Proposals). Motion carried 8-0 with the following roll call: Alderman Joe Steiger, Alderman Teddy Ross, Alderwoman Amie Dobbs, Alderman Sam Hughey, Alderman Joe Prince, Alderman Jeff Eydmann, Alderman Bob Donovan and Alderman Parick Fahey. 6:40 p.m.

7:30 p.m. Regular meeting resumed.

BILL NO. 4675. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MCBRIDE LAND GROWTH, LLC. AS THE DEVELOPER OF A RESIDENTIAL SUBDIVISION FOR 49 ACRES LOCATED ON PROGRESS PARKWAY. 1ST READING.

A motion by Alderman Prince, second by Alderman Eydmann, Bill No. 4675 was placed on its first reading, read by title only, considered and passed by an 8-0 vote of the Board of Alderman.

BILL NO. 4676. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH MCBRIDE LAND GROWTH, LLC. AS THE DEVELOPER OF A RESIDENTIAL SUBDIVISION FOR 49 ACRES LOCATED ON PROGRESS PARKWAY. 1ST READING.

A motion by Alderman Prince, second by Alderman Steiger, Bill No. 4676 was placed on its first reading, read by title only, considered and passed by an 8-0 vote of the Board of Alderman.

OTHER BUSINESS. Alderman Donovan asked if the farmer that rents the Progress Parkway property has been notified about the possible start date of the subdivision. Happy said he will update them on the process.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. None.

ADJOURNMENT. A motion by Alderman Prince, second by Alderman Ross to adjourn the meeting. Motion carried 8-0. 7:37 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
JUNE 14, 2025**

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Pro-tem Steiger at 7:41 p.m. with the following members present:

Alderman Patrick Fahey
Alderman Teddy Ross
Alderman Joe Steiger
Alderwoman Amie Dobbs

Alderman Sam Hughey
Alderman Joe Prince
Alderman Bob Donovan

APPROVAL OF AGENDA. A motion by Alderman Donovan, second by Alderman Eydmann to approve the agenda. Motion carried 7-0-1 with Alderman Eydmann absent.

BUSINESS ITEMS.

FERRY FUNDING REQUEST. Jeremy Tanz with SEMO Regional Planning reported to the Board that the New Bourbon Regional Port Authority is requesting financial assistance from the City to support operations of the Ste. Genevieve-Modue Ferry for a short period of time. The ferry operates on \$88,000 of Missouri Dept of Transportation funding which has run out this fiscal year and will not be available until July 1st which is the start of the new state fiscal year. The ferry needs financial assistance for salaries and bills from April, May & June which will total around \$25,000. The Ferry will then have state money available July 1st. City Tourism Director Aaron Smith addressed the Board emphasizing how important as-for as tourism is concerned that the Ferry stay running especially during these three months. Aaron is currently working with Illinois lawmakers pushing a bill to receive \$250,000 in annual funding to help with keeping the ferry running. Mr. Tanz also reported that SEMO RPC is also working on Federal Transit 5311 funds around \$100,000 to help continue with the operations as well. The Board agreed to bring the request back at the next meeting for a vote.

FIRE DISTRICT DISCUSSION. The following items were for discussed by the board and the following recommendations were made:

- **EQUIPMENT.** City will donate equipment as agreed in a prior resolution.
- **TAX REDUCTION.** This was brought to the board and a resolution was passed to amend the property/real estate tax to reduce city revenue in an amount equal to a five year average of expenditures by the fire department in the general fund. Preliminary figures show an approximate reduction of .1836 per hundred dollars valuation. This will be done in August when the board approves the tax rates for 2026.
- **BUILDING.** Staff is recommending that the City retain the building and do a five year triple net lease at \$1.00 per year, automatically renewing each year unless either party notifies the other 90 days out.

- **RURAL FIRE FUND.** The fire district would like to officially split from the City effective October 1, 2025. To fund this move the fire district is asking for the city to donate the remaining Rural Fire funds. After discussion, Konny will crunch some numbers and bring back a more definite amount to the Board at a future meeting.

OTHER BUSINESS. None.

ADJOURNMENT. With no further business the work session was adjourned at 8:26 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

CITY OF STE. GENEVIEVE
CITY TREASURER'S REPORT
May-25

	May-24	May-25
GENERAL FUND:		
Property Taxes	\$ 1,698.12	\$ 1,840.21
Proposition P Tax	\$ 947.13	\$ 1,024.67
Business Surtax	\$ 0.50	\$ 5.81
5% Electric Franchise Fee	\$ 24,399.54	\$ 23,610.32
Gas Receipts	\$ 11.12	\$ 13.73
General Sales Tax	\$ 70,261.85	\$ 49,733.59
Local Use Tax	\$ 14,876.08	\$ 2,468.42
Cable TV Tax	\$ -	\$ 7,080.87
Animal License	\$ 45.00	\$ 50.00
Alarm Registration	\$ 175.00	\$ 60.00
Merchant License	\$ 5,685.00	\$ 5,870.00
Building Permits	\$ 329.00	\$ 1,855.28
Occupancy Permits	\$ 350.00	\$ 585.00
Other Licenses & Permits	\$ -	\$ 6.00
Convenience Fees	\$ 10.12	\$ 7.30
Interest	\$ 275.61	\$ 527.68
UTV/Golf Cart Permits	\$ -	\$ 30.00
Welcome Center Sales	\$ 13.75	\$ 6.25
MPD Welcome Center Grant	\$ 10,000.00	\$ -
Welcome Center Donation	\$ 500.00	\$ 2,936.65
Misc. Receipts	\$ 159.00	\$ 496.32
Court Fines	\$ 1,505.50	\$ 1,883.50
	<u>\$ 131,242.32</u>	<u>\$ 100,091.54</u>
 PARK FUND:		
Real Estate/Property Taxes	\$ 441.45	\$ 478.46
Interest	\$ 5.85	\$ 1.80
Park Permit Fees	\$ 150.00	\$ 300.00
Rent Proceeds	\$ 1,028.31	\$ 1,048.88
	<u>\$ 1,625.61</u>	<u>\$ 1,829.24</u>
 BAND FUND:		
Interest	\$ 33.28	\$ 36.37
Real Estate/Property Taxes	\$ 272.79	\$ 295.68
	<u>\$ 306.07</u>	<u>\$ 332.05</u>
 CEMETERY FUND:		
Interest	\$ 137.86	\$ 164.40
Cemetery Lots	\$ 200.00	\$ -
Recording Fees	\$ 27.00	\$ -
Real Estate/Property Taxes	\$ 169.39	\$ 183.52
	<u>\$ 534.25</u>	<u>\$ 347.92</u>

	May-24	May-25
DEBT SERVICE FUND:		
Capital Improvement Sales Tax	\$ 33,388.91	\$ 23,340.99
Interest	\$ 1.80	\$ 81.11
	<u>\$ 33,388.71</u>	<u>\$ 23,422.10</u>
RURAL FIRE FUND:		
Convenience Fees	\$ -	\$ 13.50
Rural Fire Tags	\$ 2,100.00	\$ 1,575.00
Interest	\$ 59.30	\$ -
	<u>\$ 2,159.30</u>	<u>\$ 1,588.50</u>
TRANSPORTATION TAX FUND:		
County Road Tax	\$ 49,129.35	\$ 52,918.58
Transportation Sales Tax	\$ 33,388.89	\$ 23,340.99
Misc. Receipts	\$ 78.32	\$ 433.40
Interest	\$ 279.66	\$ 6,624.39
Motor Fuel Tax	\$ 15,380.65	\$ 17,356.61
Motor Vehicle Sales Tax	\$ 4,897.65	\$ 4,933.70
Motor Vehicle Fee Increases	\$ 2,308.88	\$ 2,070.61
	<u>\$ 105,461.40</u>	<u>\$ 107,676.28</u>
WATER FUND:		
Metered Sales	\$ 125,357.61	\$ 225,764.27
Water Security Deposits	\$ 800.00	\$ 2,200.00
Interest	\$ 4,488.12	\$ 36.21
DNR Grant	\$ -	\$ 15,000.00
Water Tap In Fees	\$ 800.00	\$ 800.00
Misc. Receipts	\$ -	\$ 36.00
Convenience Fees	\$ 344.89	\$ 396.11
Reconnect Fees	\$ 208.68	\$ 248.43
	<u>\$ 131,999.28</u>	<u>\$ 244,481.02</u>
SEWER FUND:		
Interest	\$ 327.84	\$ 277.46
Sewer Tap In Fees	\$ 175.00	\$ 175.00
User Charges	\$ 68,211.58	\$ 72,753.89
	<u>\$ 68,714.42</u>	<u>\$ 73,206.45</u>
TOURISM FUND:		
Tourism Tax	\$ 2,251.68	\$ 2,044.25
Interest	\$ 39.73	\$ 42.81
	<u>\$ 2,291.41</u>	<u>\$ 2,087.06</u>
SPECIAL ROADS TAX:		
Interest	\$ 11.58	\$ -
	<u>\$ 11.58</u>	<u>\$ -</u>

	May-24	May-25
CAPITAL PROJECTS FUND:		
Interest	\$ 13,487.71	\$ 830.99
	<u>\$ 13,487.71</u>	<u>\$ 830.99</u>
 TOTAL RECEIPTS FOR MONTH:	 \$ 491,222.06	 \$ 555,893.15

ACCOUNT BALANCE
May-25

	May-24	May-25
GENERAL FUND	\$ 600,601.88	\$ 828,238.05
PARKS & RECREATION FUND	\$ 12,869.15	\$ (10,255.65)
TRANSPORTATION TAX FUND	\$ 613,458.71	\$ 5,140,509.99
TOURISM FUND	\$ 87,157.87	\$ 84,263.12
BAND FUND	\$ 72,995.73	\$ 69,269.68
CEMETERY FUND	\$ 302,404.88	\$ 322,129.35
SPECIAL ROAD DISTRICT FUND	\$ 25,396.70	\$ -
WATER FUND	\$ (136,636.14)	\$ (27,172.03)
SEWER FUND	\$ 636,253.35	\$ 487,454.23
DEBT SERVICE FUND	\$ 377,848.13	\$ 157,261.85
RURAL FIRE FUND	\$ 130,081.50	\$ (35,432.63)
CAPITAL PROJECTS FUND	<u>\$ 1,882,424.18</u>	<u>\$ 1,648,366.76</u>
Total Cash-General Government Account	\$ 4,604,953.95	\$ 8,664,632.70

C.D. INVESTMENTS**May-25**

**Bank of Bloomsdale
***First State Community Bank
****MRV Bank

**General Fund	\$	266,392.64	5.05%	7/9/2025
***General fund - Fire Apparatus	\$	176,946.21	4.43%	10/18/2025
**Band Fund	\$	57,613.62	5.05%	7/9/2025
**Trans Trust Fund	\$	66,143.51	5.05%	7/9/2025
**Trans Trust Fund	\$	5,000,000.00	4.15%	11/7/2025
**Water Fund	\$	53,399.81	5.05%	7/9/2025
***Water Fund	\$	341,409.12	5.10%	8/13/2025
**Sewer Fund	\$	266,999.10	5.05%	7/9/2025
**Rural Fire Fund	\$	73,497.84	5.05%	7/9/2025
**Capital Projects Fund	\$	370,497.69	4.50%	11/12/2025
***Capital Projects Fund	\$	<u>556,847.21</u>	5.10%	8/13/2025
	\$	7,229,746.75		

**MAY 2025
UMB BANK ACCOUNTS**

	Receipts	Expenditures	Balance
COP 2015 Lease Revenue			\$ 24.45
Transfer from General Government Account	\$ 92,663.30		\$ 92,687.75
 COP 2016 Lease Revenue Account			 \$ 358.12
Interest	\$ 1.20		\$ 358.32
 COP 2024 Lease Revenue Account			 \$ 1,332,469.49
Interest	\$ 4,012.49		\$ 1,336,481.98
 Water Revenue Bond Debt Service Account			 \$ 1.00
 Water Bond Principal Account			 \$ 10,880.32
Interest	\$ 32.91		\$ 10,913.23
 Water Bond Interest Account			 \$ 1,049.53
Interest	\$ 3.30		\$ 1,052.83
 Sewer Revenue Bond Debt Service Account			 \$ 1.00
 Sewer Bond Principal Account			 \$ 9,067.16
Interest	\$ 27.43		\$ 9,094.59
 Sewer Bond Interest Account			 \$ 801.74
Interest	\$ 2.40		\$ 804.14

SPECIAL ACCOUNTS

Downtown TIF Account			\$ 5,000.00
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BANK#	BANK NAME	CHECK#	DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 BLOOMSDALE BANK (GEN GOVT)									
46562	5/30/2025	2600	MISSOURI DIRECTOR OF	3,383.00					
46563	5/30/2025	101292	AXON ENTERPRISE, INC.	624.88					
46564	5/30/2025	101745	BUCHHEIT ENTERPRISES INC	249.98					
46565	5/30/2025	101490	COE EQUIPMENT INC	869.57					
46566	5/30/2025	101324	CORE & MAIN LP	1,003.57					
46567	5/30/2025	101496	COUNTY HOME CENTER	429.64					
46568	5/30/2025	628	CYM MEDIA GROUP, INC.	500.83					
46569	5/30/2025	1009	FAMILY SUPPORT PAYMENT CENTER	714.00					
46570	5/30/2025	1136	FOUNDATION FOR RESTORATION OF	1,000.00					
46571	5/30/2025	100890	GFI DIGITAL	125.03					
46572	5/30/2025	101543	HAPPY WELCH	152.60					
46573	5/30/2025	101807	J RUNDY, LLC	3,600.00					
46574	5/30/2025	100887	K & J LANDSCAPING	2,400.00					
46575	5/30/2025	2131	KAMMERMANN'S PEST CONTROL, INC	135.00					
46576	5/30/2025	101804	KELLER MOTORS, INC.	1,038.00					
46577	5/30/2025	101971	MACQUEEN	32,349.54					
46578	5/30/2025	101199	MENARDS - FARMINGTON	345.64					
46579	5/30/2025	2548	METROAG	32,630.73					
46580	5/30/2025	2590	MISSISSIPPI LINE CO	14,572.29					
46581	5/30/2025	101610	MISSOURI TRAVEL ALLIANCE	150.00					
46582	5/30/2025	2595	MO DEPT OF NATURAL RESOURCES	2,171.32					
46583	5/30/2025	101611	MISSOURI POLICE CHIEFS ASSOC	1,200.00					
46584	5/30/2025	2787	MUELLER TIRE SERVICE, INC.	245.90					
46585	5/30/2025	101881	O'NEAL'S SEPTIC SERVICE, LLC	600.00					
46586	5/30/2025	3250	PERRYVILLE OVERHEAD DOOR	317.06					
46587	5/30/2025	101715	PETTUS FORD	10,081.24					
46588	5/30/2025	3762	SCHULTE SUPPLY	1,198.00					
46589	5/30/2025	3374	CITY OF PARK HILLS	30.00					
46590	5/30/2025	101954	SIRCHIE ACQUISITION COMPANY	38.08					
46591	5/30/2025	3716	STE. GENEVIEVE MUNICIPAL	17,000.00					
46592	5/30/2025	100967	STE. GENEVIEVE RII SCHOOL DIST	72,346.00					
46593	5/30/2025	4010	TAYLOR ENGINEERING, L.L.C.	1,222.10					
46594	5/30/2025	4350	USABUEBCK	792.32					
* 46595 Thru 12259460									
12259461	5/30/2025	1718	IRS	13,476.25				E-PAY	
12259462	5/30/2025	2605	MISSOURI LAGERS	7,031.82				E-PAY	
12259463	5/30/2025	270	ANTHEM BLUE CROSS BLUE SHIELD	1,020.00				E-PAY	
12259464	5/30/2025	270	ANTHEM BLUE CROSS BLUE SHIELD	943.09				E-PAY	
12259465	5/30/2025	270	ANTHEM BLUE CROSS BLUE SHIELD	23,116.33				E-PAY	
12259466	5/30/2025	2357	LIBERTY NATIONAL	271.90				E-PAY	
12259467	5/30/2025	2357	LIBERTY NATIONAL	271.90				E-PAY	
12259468	5/30/2025	2357	LIBERTY NATIONAL	271.90				E-PAY	
12259469	5/30/2025	1155	DEARBORN LIFE INSURANCE COMP.	177.88				E-PAY	
12259470	5/30/2025	100958	BT ELECTRIC, LLC	405.00				E-PAY	

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

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

BANK TOTALS:	
OUTSTANDING	250,502.39
CLEARED	.00
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BANK 1 TOTAL	250,502.39
VOIDED	.00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
10	GENERAL	60,852.16	60,852.16	.00	.00
20	PARK	620.21	620.21	.00	.00
21	TRANSPORTATION TAX	74,924.04	74,924.04	.00	.00
23	TOURISM COMMISSION	5,700.83	5,700.83	.00	.00
25	BAND	17,000.00	17,000.00	.00	.00
27	CEMETERY	3,622.10	3,622.10	.00	.00
30	WATER	17,562.82	17,562.82	.00	.00
31	SEWER	37,870.69	37,870.69	.00	.00
60	RURAL FIRE	32,349.54	32,349.54	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ	
BLOOMSDALE BANK (GEN GOVT)								
INUS346980	1	5/30/25	5/15/25	101292 AXON ENTERPRISE, INC.				
				POLICE	624.88	10	10-16-7185	1
				INVOICE TOTAL	624.88			
				VENDOR TOTAL	624.88			
101745 BUCHHEIT ENTERPRISES INC								
74502382	1	5/30/25	5/29/25	STREET	249.98	21	21-21-6100	1
				INVOICE TOTAL	249.98			
				VENDOR TOTAL	249.98			
101490 COE EQUIPMENT INC								
87686	1	5/30/25	5/14/25	SEWER	869.57	31	31-31-6805	1
				INVOICE TOTAL	869.57			
				VENDOR TOTAL	869.57			
101324 CORE & MAIN LP								
W959156	1	5/30/25	5/13/25	STREET	1,003.57	21	21-21-8000	1
				INVOICE TOTAL	1,003.57			
				VENDOR TOTAL	1,003.57			
101496 COUNTY HOME CENTER								
MAY 2025	1	5/30/25	5/30/25	STREET	126.49	21	21-21-6805	1
				PARK	303.15	20	20-20-6805	1
	2			INVOICE TOTAL	429.64			
				VENDOR TOTAL	429.64			
628 CTM MEDIA GROUP, INC.								
10-043522	1	5/30/25	6/01/25	TOURISM	500.83	23	23-23-6015	1
				INVOICE TOTAL	500.83			
				VENDOR TOTAL	500.83			
1009 FAMILY SUPPORT PAYMENT CENTER								
5 30 2025 RIAN NILES	1	5/30/25	5/30/25	GENERAL - FIRE	91.00	10	10-02-2061	1
				INVOICE TOTAL	91.00			
1009 FAMILY SUPPORT PAYMENT CENTER								
5 30 25 C BRADFORD	1	5/30/25	5/30/25	GENERAL - POLICE	623.00	10	10-02-2061	1
				INVOICE TOTAL	623.00			
				VENDOR TOTAL	714.00			
1136 FOUNDATION FOR RESTORATION OF								
TTC GRANT MAY 2025	1	5/30/25	5/30/25	TOURISM	1,000.00	23	23-23-6015	1
				INVOICE TOTAL	1,000.00			
				VENDOR TOTAL	1,000.00			

100890 GFI DIGITAL

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	OK SQ
3198451	1	5/30/25	5/21/25	100890 GFI DIGITAL ADMIN	125.03 INVOICE TOTAL 125.03 VENDOR TOTAL 125.03	10	10-13-7069	1
MAY 28 2025	1	5/30/25	5/28/25	101543 HAPPY WELCH ADMIN	152.60 INVOICE TOTAL 152.60 VENDOR TOTAL 152.60	10	10-13-7100	1
4055	1	5/30/25	5/14/25	101807 J RUNDY, LLC TOURISM	3,600.00 INVOICE TOTAL 3,600.00 VENDOR TOTAL 3,600.00	23	23-23-6015	1
MAY 2025	1	5/30/25	5/30/25	100887 K & J LANDSCAPING CEM	2,400.00 INVOICE TOTAL 2,400.00 VENDOR TOTAL 2,400.00	27	27-27-7065	1
19091823	1	5/30/25	5/14/25	2131 KAMMERMANN'S PEST CONTROL, INC FIRE	135.00 INVOICE TOTAL 135.00 VENDOR TOTAL 135.00	10	10-17-6810	1
206513	1	5/30/25	5/13/25	101804 KELLER MOTORS, INC. POLICE	1,038.00 INVOICE TOTAL 1,038.00 VENDOR TOTAL 1,038.00	10	10-16-6220	1
P48533	1	5/30/25	5/08/25	101971 MACQUEEN RURAL FIRE	32,349.54 INVOICE TOTAL 32,349.54 VENDOR TOTAL 32,349.54	60	60-60-8216	1
73508	1	5/30/25	5/14/25	101199 MENARDS - FARMINGTON FIRE	345.64 INVOICE TOTAL 345.64 VENDOR TOTAL 345.64	10	10-17-6810	1
2864	1	5/30/25	4/02/25	2548 METROAG SEWER	32,630.73 INVOICE TOTAL 32,630.73 VENDOR TOTAL 32,630.73	31	31-31-6104	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	OK SQ
2590 MISSISSIPPI LIME CO								
CD93696	1	5/30/25	5/15/25	WATER	4,955.02	30	30-30-6501	1
				INVOICE TOTAL	4,955.02			
CD95285	1	5/30/25	5/20/25	WATER	4,471.84	30	30-30-6501	1
				INVOICE TOTAL	4,471.84			
CD95764	1	5/30/25	5/22/25	WATER	5,145.43	30	30-30-6501	1
				INVOICE TOTAL	5,145.43			
				VENDOR TOTAL	14,572.29			
101610 MISSOURI TRAVEL ALLIANCE								
MAY 1 2025	1	5/30/25	5/01/25	WLC CTR	150.00	10	10-18-6025	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
2595 MO DEPT OF NATURAL RESOURCES								
34602507437	1	5/30/25	5/30/25	SEWER	2,171.32	31	31-02-2500	1
				INVOICE TOTAL	2,171.32			
				VENDOR TOTAL	2,171.32			
101611 MISSOURI POLICE CHIEFS ASSOC								
19140	1	5/30/25	5/22/25	POLICE	1,200.00	10	10-16-6300	1
				INVOICE TOTAL	1,200.00			
				VENDOR TOTAL	1,200.00			
2787 MUELLER TIRE SERVICE, INC.								
86079	1	5/30/25	5/19/25	POLICE	220.90	10	10-16-6220	1
				INVOICE TOTAL	220.90			
86193	1	5/30/25	5/23/25	POLICE	25.00	10	10-16-6220	1
				INVOICE TOTAL	25.00			
				VENDOR TOTAL	245.90			
101881 O'NEALL'S SEPTIC SERVICE, LLC								
17080	1	5/30/25	5/14/25	TOURISM	600.00	23	23-23-6015	1
				INVOICE TOTAL	600.00			
				VENDOR TOTAL	600.00			
3250 PERRYVILLE OVERHEAD DOOR								
68547	1	5/30/25	5/15/25	PARK	317.06	20	20-20-6810	1
				INVOICE TOTAL	317.06			
				VENDOR TOTAL	317.06			
101715 PETTUS FORD								
60633	1	5/30/25	5/05/25	POLICE	10,081.24	10	10-16-6220	1
				INVOICE TOTAL	10,081.24			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	10,081.24			
S1227868.001	1	5/30/25	5/20/25	3762 SCHULTE SUPPLY STREET	1,198.00	21	21-21-7042	1
				INVOICE TOTAL	1,198.00			
				VENDOR TOTAL	1,198.00			
MAY 2025	1	5/30/25	5/01/25	3374 CITY OF PARK KILLS ADMIN	30.00	10	10-13-6025	1
				INVOICE TOTAL	30.00			
				VENDOR TOTAL	30.00			
0694445	1	5/30/25	5/22/25	101954 SIRCHIE ACQUISITION COMPANY POLICE	38.08	10	10-16-6301	1
				INVOICE TOTAL	38.08			
				VENDOR TOTAL	38.08			
MAY 2025	1	5/30/25	5/30/25	3716 STE. GENEVIEVE MUNICIPAL BAND	17,000.00	25	25-25-7060	1
				INVOICE TOTAL	17,000.00			
				VENDOR TOTAL	17,000.00			
CSG-05052025	1	5/30/25	5/05/25	100967 STE. GENEVIEVE RII SCHOOL DIST STREET	72,346.00	21	21-21-8000	1
				INVOICE TOTAL	72,346.00			
				VENDOR TOTAL	72,346.00			
0025281	1	5/30/25	4/30/25	4010 TAYLOR ENGINEERING, L.L.C. CEM	1,222.10	27	27-27-7040	1
				INVOICE TOTAL	1,222.10			
				VENDOR TOTAL	1,222.10			
00623151	1	5/30/25	2/13/25	4350 USABUEBOOK WATER	792.32	30	30-30-6100	1
				INVOICE TOTAL	792.32			
				VENDOR TOTAL	792.32			
				BLOODSDALE BANK (GEN GOV TOTAL	200,133.32			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	200,133.32			
				GRAND TOTALS	200,133.32			

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 BLOOMSDALE BANK (GEN GOVT)										
46561	5/28/2025	3320	POSTMASTER			871.74				
* See Check Summary below for detail on gaps and checks from other modules.										
BANK TOTALS:										
OUTSTANDING						871.74				
CLEARED						.00				
BANK 1 TOTAL						871.74				
VOIDED						.00				
FUND						TOTAL	OUTSTANDING	CLEARED	VOIDED	
30 WATER						871.74	871.74	.00	.00	

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				BLOOMSDALE BANK (GEN GOVT)			
				3320 POSTMASTER			
MAY 2025	1	5/28/25	5/28/25	WATER	871.74	30 30-30-6010	1
				INVOICE TOTAL	871.74		
				VENDOR TOTAL	871.74		
				BLOOMSDALE BANK (GEN GOV TOTAL	871.74		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	871.74		
				GRAND TOTALS	871.74		

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

46551	5/15/2025	2345	LEON UNIFORM CO., INC.	1,565.50
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* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	1,565.50
CLEARED	.00
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BANK 1 TOTAL	1,565.50
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL	1,565.50	1,565.50	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST CL ACCOUNT	CK SQ
BLOOMSDALE BANK (GEN GOVT)							
2345 LEON UNIFORM CO., INC.							
634167-01	1	5/15/25	2/11/25		160.00	10 10-16-6009	1
				INVOICE TOTAL	160.00		
634167-02	1	5/15/25	2/28/25	POLICE	126.00	10 10-16-6009	1
				INVOICE TOTAL	126.00		
638306	1	5/15/25	2/28/25	POLICE	960.00	10 10-16-6009	1
				INVOICE TOTAL	960.00		
638835	1	5/15/25	2/28/25	POLICE	319.50	10 10-16-6009	1
				INVOICE TOTAL	319.50		
				VENDOR TOTAL	1,565.50		
				BLOOMSDALE BANK (GEN GOV TOTAL	1,565.50		
TOTAL MANUAL CHECKS					.00		
TOTAL E-PAYMENTS					.00		
TOTAL PURCH CARDS					.00		
TOTAL ACH PAYMENTS					.00		
TOTAL OPEN PAYMENTS					1,565.50		
GRAND TOTALS					1,565.50		

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

46513	5/15/2025	109	ALLIANCE WATER RESOURCES, INC.	259,026.00						
46514	5/15/2025	31	AMERICAN BANKERS INSURANCE	919.00						
46515	5/15/2025	101292	AXON ENTERPRISE, INC.	9,334.40						
46516	5/15/2025	553	CARD SERVICES	.00					VOID:	
46517	5/15/2025	553	CARD SERVICES	4,352.59						
46518	5/15/2025	101973	CINDY EVANS	50.00						
46519	5/15/2025	100961	COCHRAN	32,690.00						
46520	5/15/2025	101324	CORE & MAIN LP	2,398.96						
46521	5/15/2025	101104	COTTON'S ACE HARDWARE	152.43						
46522	5/15/2025	101975	DONNA GARLEB	40.00						
46523	5/15/2025	101245	EAST PERRY LUMBER COMPANY	2,162.00						
46524	5/15/2025	3009	FAMILY SUPPORT PAYMENT CENTER	623.00						
46525	5/15/2025	101601	FORWARD SLASH TECHNOLOGY	7,331.64						
46526	5/15/2025	101286	JEREMY BRAUER	1,837.50						
46527	5/15/2025	100887	K & J LANDSCAPING	475.00						
46528	5/15/2025	2131	KAMMERMANN'S PEST CONTROL, INC.	203.00						
46529	5/15/2025	101972	KATHY TATE	750.00						
46530	5/15/2025	8003	KENNETH STEIGER	65.00						
46531	5/15/2025	2202	KERTZ SALES & SERVICES	659.40						
46532	5/15/2025	101836	KIRBY BUILT, LLC	3,711.89						
46533	5/15/2025	2340	LEAD BELT MATERIALS CO	406.00						
46534	5/15/2025	101960	MASTERCARD	4,490.76						
46535	5/15/2025	101974	MEGAN GENTRY	25.00						
46536	5/15/2025	100928	MIKE BROCATO	19.44						
46537	5/15/2025	2585	MINERAL AREA OFC. SUPPLY, INC.	110.87						
46538	5/15/2025	2590	MISSISSIPPI LINE CO	13,149.34						
46539	5/15/2025	2592	MISSOURI CITY MGT. ASSOC	150.00						
46540	5/15/2025	2787	MUELLER TIRE SERVICE, INC.	1,781.60						
46541	5/15/2025	3045	O'REILLY AUTOMOTIVE INC.	89.64						
46542	5/15/2025	101943	RED EQUIPMENT, LLC	421.26						
46543	5/15/2025	3780	SEMO REGIONAL PLANNING	2,607.22						
46544	5/15/2025	101783	STE GEN CO 911 TAX EMERGENCY	10,000.00						
46545	5/15/2025	3719	STE. GEN MEMORIAL HOSPITAL	130.80						
46546	5/15/2025	3725	STE. GENEVIEVE CHAMBER	510.00						
46547	5/15/2025	101976	THOMAS GRIESHABER	40.00						
46548	5/15/2025	4120	TOWER ROCK STONE CO.	819.58						
46549	5/15/2025	101277	WEGMANN, EDEN, MIKALE, &	1,415.25						
46550	5/15/2025	4611	WIRELESS USA	150.00						
* 46551	Thru 12259452									
12259453	5/15/2025	1718	IRS	9,469.30					E-PAY	
12259454	5/15/2025	100937	AT & T	85.39					E-PAY	
12259455	5/15/2025	101744	CHARTER COMMUNICATIONS	349.00					E-PAY	
12259456	5/15/2025	101744	CHARTER COMMUNICATIONS	348.37					E-PAY	
12259457	5/15/2025	101744	CHARTER COMMUNICATIONS	250.44					E-PAY	
12259458	5/15/2025	101300	SPIRE ENERGY	309.06					E-PAY	
12259459	5/15/2025	101300	SPIRE ENERGY	69.04					E-PAY	
12259460	5/15/2025	2601	MISSOURI DEPT OF REVENUE	4,133.87					E-PAY	

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
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* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	378,113.04
CLEARED	.00
<hr/>	
BANK 1 TOTAL	378,113.04
VOIDED	.00

FUND	TOTAL	OUTSTANDING	CLEARED	VOIDED
10 GENERAL	49,426.16	49,426.16	.00	.00
20 PARK	22,947.10	22,947.10	.00	.00
21 TRANSPORTATION TAX	77,359.20	77,359.20	.00	.00
23 TOURISM COMMISSION	400.00	400.00	.00	.00
27 CEMETERY	80.00	80.00	.00	.00
30 WATER	130,316.29	130,316.29	.00	.00
31 SEWER	97,584.29	97,584.29	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
BLOOMSDALE BANK (GEN GOVT)							
109 ALLIANCE WATER RESOURCES, INC.							
105586	1	5/15/25	4/01/25	PARK	8,380.12	20 20-20-8750	1
	2			STREET	30,389.50	21 21-21-8750	1
	3			WATER	54,042.59	30 30-30-8750	1
	4			SEWER	36,700.79	31 31-31-8750	1
				INVOICE TOTAL	129,513.00		
31 AMERICAN BANKERS INSURANCE							
PF4GEDQ8Y	1	5/15/25	5/15/25	SEWER	919.00	31 31-31-7140	1
				INVOICE TOTAL	919.00		
				VENDOR TOTAL	919.00		
101292 AXON ENTERPRISE, INC.							
INUS343083	1	5/15/25	5/01/25	POLICE	9,334.40	10 10-16-7185	1
				INVOICE TOTAL	9,334.40		
				VENDOR TOTAL	9,334.40		
553 CARD SERVICES							
MAY 2025	1	5/15/25	5/15/25	WLC CTR	42.85	10 10-18-6810	1
	2			POLICE	150.00	10 10-16-6805	1
	3			WLC CTR	49.98	10 10-18-6550	1
	4			WLC CTR	92.10	10 10-18-6560	1
	5			PARK	49.99	20 20-20-6700	1
	6			SEWER	1,041.67	31 31-31-8000	1
	7			WLC CTR	173.76	10 10-18-7065	1
				INVOICE TOTAL	1,600.35		
MAY 2025 FIRE							
	1	5/15/25	5/15/25	FIRE	492.50	10 10-17-7100	1
	2			FIRE	71.00	10 10-17-6200	1
	3			FIRE	150.00	10 10-17-6805	1
	4			FIRE	261.00	10 10-17-6021	1
	5			FIRE	380.97	10 10-17-6810	1
	6			FIRE	10.00	10 10-17-6560	1
				INVOICE TOTAL	1,365.47		
MAY 2025 POLICE							
	1	5/15/25	5/15/25	POLICE	329.08	10 10-16-7100	1
	2			POLICE	74.99	10 10-16-6302	1
				INVOICE TOTAL	404.07		
MAY 25 TOURISM							
	1	5/15/25	5/15/25	TOURISM	400.00	23 23-23-6015	1
	2			WLC CTR	493.25	10 10-18-7106	1
	3			WLC CTR	89.45	10 10-18-7065	1
				INVOICE TOTAL	982.70		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
VENDOR TOTAL					4,352.59		
PAVILION 5 10 25	1	5/15/25	5/10/25	101973 CINDY EVANS PARK	50.00	20 20-20-6560	1
INVOICE TOTAL					50.00		
VENDOR TOTAL					50.00		
30838	1	5/15/25	4/11/25	100961 COCHRAN SEWER	6,250.00	31 31-31-7040	1
INVOICE TOTAL					6,250.00		
31015	1	5/15/25	5/14/25	BLDG	495.00	10 10-14-7040	1
INVOICE TOTAL					495.00		
31036	1	5/15/25	5/15/25	STREET	12,500.00	31 31-31-7040	1
INVOICE TOTAL					12,500.00		
SE0905	1	5/15/25	5/13/25	STREET	11,375.00	21 21-21-8000	1
INVOICE TOTAL					11,375.00		
SE0909	1	5/15/25	5/13/25	STREET	2,070.00	21 21-21-8000	1
INVOICE TOTAL					2,070.00		
VENDOR TOTAL					32,690.00		
W802795	1	5/15/25	5/07/25	101324 CORE & MATH LP WATER	1,930.00	30 30-30-8000	1
INVOICE TOTAL					1,930.00		
W878291	1	5/15/25	5/02/25	WATER	94.20	30 30-30-8000	1
INVOICE TOTAL					94.20		
W913260	1	5/15/25	5/02/25	SEWER	374.76	31 31-31-8000	1
INVOICE TOTAL					374.76		
VENDOR TOTAL					2,398.96		
MAY 2025	1	5/15/25	4/30/25	101104 COTTON'S ACE HARDWARE ADMIN	3.68	10 10-13-6810	1
	2			office@cottonsinc.com	12.99	10 10-16-6810	1
	3			POLICE	17.18	21 21-21-6105	1
	4			office@cottonsinc.com	118.58	10 10-17-6810	1
INVOICE TOTAL					152.43		
VENDOR TOTAL					152.43		
MAY 2025	1	5/15/25	5/05/25	101975 DONNA CARLEB CEM	40.00	27 27-27-6022	1
INVOICE TOTAL					40.00		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST CL	ACCOUNT	CK SQ
VENDOR TOTAL					40.00			
34796	1	5/15/25	4/21/25	101245 EAST PERRY LUMBER COMPANY PARK	1,172.00	20	20-20-8040	1
INVOICE TOTAL					1,172.00			
34799	1	5/15/25	4/23/25	PARK	990.00	20	20-20-8040	1
INVOICE TOTAL					990.00			
VENDOR TOTAL					2,162.00			
MAY 15 2025 BRADFORD	1	5/15/25	5/15/25	1009 FAMILY SUPPORT PAYMENT CENTER GENERAL - POLICE	623.00	10	10-02-2061	1
INVOICE TOTAL					623.00			
VENDOR TOTAL					623.00			
18472	1	5/15/25	5/01/25	101601 FORWARD SLASH TECHNOLOGY ADMIN	2,443.88	10	10-13-7059	1
	2			WATER	2,443.88	30	30-30-7059	1
	3			SEWER	2,443.88	31	31-31-7059	1
INVOICE TOTAL					7,331.64			
VENDOR TOTAL					7,331.64			
APRIL 2025 HOURS	1	5/15/25	5/05/25	101286 JEREMY BRAUER JUDICIAL	150.00	10	10-12-7030	1
INVOICE TOTAL					150.00			
MARCH 2025 HOURS	1	5/15/25	4/01/25	JUDICIAL	187.50	10	10-12-7030	1
INVOICE TOTAL					187.50			
MAY 2025	1	5/15/25	5/15/25	JUDICIAL	1,500.00	10	10-12-7030	1
INVOICE TOTAL					1,500.00			
VENDOR TOTAL					1,837.50			
4453	1	5/15/25	5/12/25	100887 K & J LANDSCAPING BLDG	175.00	10	10-14-7063	1
INVOICE TOTAL					175.00			
4454	1	5/15/25	5/12/25	BLDG	150.00	10	10-14-7063	1
INVOICE TOTAL					150.00			
4455	1	5/15/25	5/12/25	BLDG	150.00	10	10-14-7063	1
INVOICE TOTAL					150.00			
VENDOR TOTAL					475.00			
19091439	1	5/15/25	5/07/25	2131 KAMNERMANN'S PEST CONTROL, INC WLC CTR	65.00	10	10-18-6810	1
INVOICE TOTAL					65.00			
19091491	1	5/15/25	5/08/25	ADMIN	34.00	10	10-13-6810	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	2			POLICE	34.00	10 10-16-6810	1
				INVOICE TOTAL	68.00		
19091492	1	5/15/25	5/08/25	POLICE	70.00	10 10-16-6810	1
				INVOICE TOTAL	70.00		
				VENDOR TOTAL	203.00		
SIDEWALK 5 & 2025	1	5/15/25	5/06/25	101972 KATHY TATE STREET	750.00	21 21-21-7143	1
				INVOICE TOTAL	750.00		
				VENDOR TOTAL	750.00		
MAY 2025	1	5/15/25	5/15/25	8003 KENNETH STEIGER FIRE	65.00	10 10-17-7100	1
				INVOICE TOTAL	65.00		
				VENDOR TOTAL	65.00		
1297-3	1	5/15/25	3/24/25	2202 KERTZ SALES & SERVICES STREET	659.40	21 21-21-6805	1
				INVOICE TOTAL	659.40		
				VENDOR TOTAL	659.40		
INVKSA6943	1	5/15/25	5/14/25	101836 KIRBY BUILT, LLC PARK	3,711.89	20 20-20-8040	1
				INVOICE TOTAL	3,711.89		
				VENDOR TOTAL	3,711.89		
30450	1	5/15/25	4/30/25	2340 LEAD BELT MATERIALS CO STREET	406.00	21 21-21-6103	1
				INVOICE TOTAL	406.00		
				VENDOR TOTAL	406.00		
MAY 2025	1	5/15/25	5/15/25	101960 MASTERCARD PARK	113.98	20 20-20-6805	1
	2			BLDG	82.20	10 10-14-6200	1
	3			POLICE	4,294.58	10 10-16-6200	1
				INVOICE TOTAL	4,490.76		
				VENDOR TOTAL	4,490.76		
MAY 3 25 PAVILION	1	5/15/25	5/03/25	101974 MEGAN GENTRY PARK	25.00	20 20-20-6560	1
				INVOICE TOTAL	25.00		
				VENDOR TOTAL	25.00		
MAY 2025	1	5/15/25	5/06/25	100928 MIKE BROCATO FIRE	19.44	10 10-17-6805	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
INVOICE TOTAL					19.44		
VENDOR TOTAL					19.44		
2585 MINERAL AREA OFC. SUPPLY, INC.							
MAY 2025	1	5/15/25	5/15/25	ADMIN	91.00	10 10-13-6550	1
	2			POLICE	19.87	10 10-16-6550	1
INVOICE TOTAL					110.87		
VENDOR TOTAL					110.87		
2590 MISSISSIPPI LINE CO							
CD89914	1	5/15/25	5/01/25	WATER	4,921.35	30 30-30-6501	1
INVOICE TOTAL					4,921.35		
CD91135	1	5/15/25	5/06/25	WATER	3,268.33	30 30-30-6501	1
INVOICE TOTAL					3,268.33		
CD91807	1	5/15/25	5/08/25	WATER	4,959.66	30 30-30-6501	1
INVOICE TOTAL					4,959.66		
VENDOR TOTAL					13,149.34		
2592 MISSOURI CITY MGT. ASSOC							
28154	1	5/15/25	5/05/25	ADMIN	150.00	10 10-13-6025	1
INVOICE TOTAL					150.00		
VENDOR TOTAL					150.00		
2787 MUELLER TIRE SERVICE, INC.							
85325	1	5/15/25	4/08/25	STREET	270.45	31 31-31-6220	1
INVOICE TOTAL					270.45		
85397	1	5/15/25	4/10/25	BLDG	718.90	10 10-14-6220	1
INVOICE TOTAL					718.90		
85513	1	5/15/25	4/21/25	WATER	25.00	30 30-30-6220	1
INVOICE TOTAL					25.00		
85553	1	5/15/25	4/23/25	POLICE	61.95	10 10-16-6220	1
INVOICE TOTAL					61.95		
85667	1	5/15/25	4/28/25	POLICE	25.00	10 10-16-6220	1
INVOICE TOTAL					25.00		
85670	1	5/15/25	4/28/25	POLICE	594.85	10 10-16-6220	1
INVOICE TOTAL					594.85		
85952	1	5/15/25	5/10/25	POLICE	85.45	10 10-16-6220	1
INVOICE TOTAL					85.45		
VENDOR TOTAL					1,781.60		

3045 O'REILLY AUTOMOTIVE INC.

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
1909161365	1	5/15/25	4/07/25	3045 O'REILLY AUTOMOTIVE INC. FIRE	9.00 9.00	10	10-17-6210	1
1909161594	1	5/15/25	4/09/25	FIRE	5.06 5.06	10	10-17-6210	1
1909162002	1	5/15/25	4/15/25	FIRE	61.49 61.49	10	10-17-6210	1
1909162669	1	5/15/25	4/23/25	FIRE	14.09 14.09	10	10-17-6210	1
				VENDOR TOTAL	89.64			
PO1814	1	5/15/25	5/02/25	101943 RED EQUIPMENT, LLC STREET	421.26 421.26	21	21-21-6805	1
				VENDOR TOTAL	421.26			
MEMBERSHIP 2026	1	5/15/25	5/15/25	3780 SEMO REGIONAL PLANNING LEGIS	2,607.22 2,607.22	10	10-11-7156	1
				VENDOR TOTAL	2,607.22			
MAY 2025	1	5/15/25	5/15/25	101783 STE GEN CO 911 TAX EMERGENCY POLICE	10,000.00 10,000.00	10	10-16-7050	1
				VENDOR TOTAL	10,000.00			
11	1	5/15/25	5/06/25	3719 STE. GEN MEMORIAL HOSPITAL POLICE	130.80 130.80	10	10-16-5007	1
				VENDOR TOTAL	130.80			
8556	1	5/15/25	5/06/25	3725 STE. GENEVIEVE CHAMBER MLC CTR	10.00 500.00	10	10-18-6025	1
	2			LEGIS	510.00	10	10-11-7156	1
				VENDOR TOTAL	510.00			
MAY 2025	1	5/15/25	5/05/25	101976 THOMAS GRIESHABER CEM	40.00 40.00	27	27-27-6022	1
				VENDOR TOTAL	40.00			
2649	1	5/15/25	5/01/25	4120 TOWER ROCK STONE CO. STREET	819.58	21	21-21-6105	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
INVOICE TOTAL					819.58		
VENDOR TOTAL					819.58		
407542	1	5/15/25	5/07/25	101277 WEGMANN, EDEN, MIKALE, & ADMIN	1,415.25	10 10-13-7030	1
INVOICE TOTAL					1,415.25		
VENDOR TOTAL					1,415.25		
416281.0	1	5/15/25	4/09/25	4611 WIRELESS USA FIRE	75.00	10 10-17-6606	1
INVOICE TOTAL					75.00		
416282.0	1	5/15/25	4/09/25	FIRE	75.00	10 10-17-6606	1
INVOICE TOTAL					75.00		
VENDOR TOTAL					150.00		
BLOOMSDALE BANK (GEN GOV TOTAL					363,098.57		
TOTAL MANUAL CHECKS					.00		
TOTAL E-PAYMENTS					.00		
TOTAL PURCH CARDS					.00		
TOTAL ACH PAYMENTS					.00		
TOTAL OPEN PAYMENTS					363,098.57		
GRAND TOTALS					363,098.57		

ACCOUNTS PAYABLE CHECK REGISTER

BANK#	BANK NAME	CHECK#	DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 BLOOMSDALE BANK (GEN GOVT)										
46511	5/01/2025	101496	COUNTY HOME CENTER		468.09					
46512	5/01/2025	101971	MACQUEEN		53,172.85					
*12259447										
12259448	5/01/2025	100937	AT & T		632.60			E-PAY		
12259449	5/01/2025	575	CITIZENS ELECTRIC CORP.		19,183.68			E-PAY		

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

BANK TOTALS:	
OUTSTANDING	73,457.22
CLEARED	.00
<hr/>	
BANK 1 TOTAL	73,457.22
 VOIDED	 .00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
10	GENERAL	1,646.70	1,646.70	.00	.00
20	PARK	348.45	348.45	.00	.00
21	TRANSPORTATION TAX	3,242.12	3,242.12	.00	.00
27	CEMETERY	35.63	35.63	.00	.00
30	WATER	9,984.64	9,984.64	.00	.00
31	SEWER	5,026.83	5,026.83	.00	.00
60	RURAL FIRE	53,172.85	53,172.85	.00	.00

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
BLOOMSDALE BANK (GEN GOVT)							
APRIL 2025	1	5/01/25	5/01/25	101496 COUNTY HOME CENTER STREET	468.09	21 21-21-6550	1
				INVOICE TOTAL	468.09		
				VENDOR TOTAL	468.09		
101971 MACQUEEN							
P46370	1	5/01/25	3/28/25	RURAL FIRE	53,172.85	60 60-60-8216	1
				INVOICE TOTAL	53,172.85		
				VENDOR TOTAL	53,172.85		
				BLOOMSDALE BANK (GEN GOV TOTAL	53,640.94		
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	53,640.94		
				GRAND TOTALS	53,640.94		

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH MCBRIDE LAND GROWTH LLC AS THE DEVELOPER OF A RESIDENTIAL SUBDIVISION FOR 49 ACRES LOCATED ON PROGRESS PARKWAY.

WHEREAS, the City of Ste. Genevieve ("City") issued a request for qualifications from developers in 2024 to submit a proposal for a residential development on the 49 acres on Progress Parkway; and

WHEREAS, the City received one RFQ from McBride Homes and a committee reviewed the proposal and recommended approval from the Board of Aldermen ("Board"); and

WHEREAS, the Board of the City of Ste. Genevieve at the December 12, 2024 Board of Aldermen Meeting approved McBride Homes as the proposed developer and authorized a committee including board members, the mayor, the attorney, and City staff ("Committee") to begin the negotiating process; and

WHEREAS, the Committee worked with McBride Homes to create a development agreement suitable to both entities and finalized discussion on the agreement on Friday, June 6, 2025; and

WHEREAS, the Committee recommends that the Board of Aldermen approved the attached Development Agreement.

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 approve the Development Agreement with McBride Land Growth LLC of Chesterfield, Missouri, in substantially the form of Exhibit "A" attached hereto.

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

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

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

DATE OF FIRST READING: June 12, 2025

DATE OF SECOND READING: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ____ DAY OF _____, 2025 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

**ALDERWOMAN AMIE DOBBS
ALDERMAN PATRICK FAHEY
ALDERMAN BOB DONOVAN
ALDERMAN SAM HUGHEY
ALDERMAN JEFF EYDMANN
ALDERMAN TEDDY ROSS
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

__ YES __ NO __ ABSENT

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into as of the ____ day of _____, 2025 (the "Agreement"), by and between the CITY OF STE. GENEVIEVE, a municipal corporation located in Ste. Genevieve County, Missouri (the "City") and MCBRIDE LAND GROWTH, LLC, a Missouri limited liability company ("Developer") (the City and Developer may be referred to herein as a "party" or the "parties")

RECITALS

A. City is the owner of certain real property located within the City limits consisting of approximately 49 acres, which property is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. The City has acknowledged a public need to increase the amount and variety of available housing, address the lack of new housing in the City, improve infrastructure and encourage new residential development in the City and, to help further the City's aforementioned goals, Developer proposes to develop the Property as a single-family residential community known as "_____" (the "Project").

C. The City acknowledges that the development of the Project is in furtherance of the City's Comprehensive Plan and will further the public interest by providing new homes for current and future City residents and by improving the health, safety and welfare of the public and the City's public infrastructure system with new streets, sidewalks, sanitary and storm sewer facilities, and by extending utility service to the area.

D. The parties agree that, subject to the terms of the real estate purchase agreement attached hereto and incorporated herein by this reference as Exhibit B (the "Purchase Agreement"), the City will convey the Property to Developer and Developer will purchase the Property.

E. Pursuant to the Purchase Agreement, it shall be a condition of the Real Estate Closing that at the time of said Real Estate Closing (defined below), this Agreement shall be fully executed and in full force and effect.

F. The parties further agree that, subject to the terms of this Agreement and the Purchase Agreement, the City will convey the Property to Developer and fund the costs of installation and construction of the Public Improvements (defined below) and in exchange for the City's funding of the Public Improvements Costs (defined below), Developer will construct the Project and purchase the Property.

G. The parties agree that at the next available meeting of the City's Planning & Zoning Commission ("P&Z") following the execution of this Agreement and the Real Estate Contract and following the submittal to the City by Developer of all necessary plans, plats, rezoning application materials, and other documents as may be required by the terms of this Agreement and/or the City Code (referred to collectively as the "Developer Submittals"), Developer will propose to rezone the Property to "PUD R-2" in substantial conformity with the conceptual plan for the Project, which is attached hereto and incorporated herein by this reference as Exhibit C ("Concept Plan").

H. After the rezoning proposal and the Amended Building Code (defined below) have been finally approved by the Board of Aldermen and so long as this Agreement nor the Purchase Agreement have terminated in accordance with their terms, the City shall convey the Property to Developer as set forth in the Real Estate Contract, and shall provide the funding for the Public Improvements Costs, and Developer shall be obligated to develop the Project in accordance with the Concept Plan, the Developer Submittals and the terms of this Agreement.

NOW, THEREFORE, as an exercise of the City's authority, and for and in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree as follows:

1. Defined Terms. As used herein, the following capitalized terms shall have the meanings set forth below:
 - a. **"Public Improvements"** shall mean, collectively, the public infrastructure and improvements constructed and installed on the Property or for the benefit of the Project which are shown on the **"Public Improvements Specifications Sheet"** that is attached hereto as Exhibit E and is incorporated herein by this reference.
 - b. **"Public Improvements Costs"** shall mean the costs to construct and install the Public Improvements together with the costs to perform or cause to be performed any of the work shown on the Public Improvements Specifications Sheet as detailed in the Cost Estimate. The Public Improvements Costs shall also include engineering fees expended by the Developer on the Project, a 20% management fee payable to the Developer for managing the Project (the **"Management Fee"**) and a line item on the Project budget for 10% general conditions costs for the Project (the **"Contingency Costs"**).
2. City Approvals; Development.
 - A. Developer, as the owner under contract pursuant to the terms of the Purchase Agreement and this Agreement will propose to P&Z a rezoning creating a new "PUD R-2" zoning district for the Property that will permit the approval of a planned urban development based upon the specifications set forth in this Section 2.a. Developer shall submit a rezoning application and a **"Site Development Plan"** and other documentation to the City for the purpose of submitting to P&Z the request for the rezoning of the Property, which will enable Developer to develop the Project in substantial conformance with the Concept Plan (See Exhibit C), and which includes the following specifications:
 - (i) Minimum lot size – 4,000 square feet
 - (ii) Minimum lot width – 36 feet
 - (iii) Front yard setback – 25 feet
 - (iv) Rear yard setback – 25 feet
 - (v) Side yard setback – 5 feet
 - (vi) Density – of up to 4.5 units per acre (calculated with total acreage)
 - (vii) A Lot count permitted of no less than 157 single-family residential lots, unless the Developer determines, in its sole and absolute

discretion, that any of the conditions of the Property make it necessary to develop a lesser number of lots

- (viii) There shall be no minimum lot width along frontage of lots adjacent to cul-de-sacs
- (ix) To be improved with single-family detached homes in general accordance with the elevations attached hereto and incorporated herein as **Exhibit D** ("Elevations")
- (x) Developer shall install on the Property a pedestrian trail and playground as part of the Project, which trail and playground area shall be dedicated to the City for public use

B. The parties acknowledge that the proposed Elevations and the Concept Plan are conceptual and do not preclude either the City or Developer from requesting changes as the Project goes through the City's review and approval process, but this Agreement does memorialize the parties' understanding of the Project specifications required by Developer. The parties further acknowledge and agree that the aforementioned Project specifications (i) are consistent with the City's Comprehensive Plan's housing goals; and (ii) will be compatible and harmonious with surrounding area land uses.

C. The parties acknowledge that the rezoning must go through the City's P&Z review process and the Board of Aldermen's approval process following consideration of all information presented by all interested parties at a public hearing to be held before the P&Z and Board of Aldermen, none of which has happened as of the execution of this Agreement.

Prior to the passage of the aforementioned rezoning ordinance for the Property, the City will have enacted an ordinance, subject to the notice and hearing requirements and all other applicable City laws and ordinances, amending City Code Section 500.110 to adopt the 2021 International Building Codes with the amendments proposed by the Home Builders Association of St. Louis and Eastern Missouri, which are attached hereto and incorporated herein as **Exhibit F** ("Amended Building Code"). The parties hereto acknowledge that, notwithstanding any other City law, ordinance or code to the contrary, the Project will be constructed in accordance with the Amended Building Code.

D. Developer shall contract for, manage, purchase, construct, and install all the Public Improvements in accordance with the terms of this Agreement.

E. Subject to all other terms and contingencies contained in this Agreement and the Real Estate Closing (defined below) occurring, Developer hereby agrees to commence the development of the Project on or before the date that is one (1) year after City approval of the first record plat for the Project, as defined in City Code ("Development Commencement"). The parties hereto acknowledge that the Project will be developed in one single phase.

3. Developer Responsibilities and Disclosures.

A. Developer agrees to submit copies of paid invoices to City for any and all costs related to the Project.

- B. Developer agrees that the pricing of the homes to be constructed upon the Property shall reflect the fact that the City is providing the City Payment (defined herein).
- C. Developer agrees to use its reasonable efforts to enter into a master agreement with contractors located in Ste. Genevieve County for such contractors to provide development and home construction work on this Project, unless it would be impractical or commercially unreasonable to do so.
- D. Prior to the satisfaction or waiver of any of Developer's contingencies under the Purchase Agreement, Developer shall prepare and submit to the City a detailed development budget for the construction and installation of the Public Improvements, including the Contingency Costs and all other Public Improvements Costs.
- E. Developer has preferred relationships with various real estate-related service providers, including a preferred title company (Home Title, LLC) and a preferred lender (HomeKey Mortgage, LLC) (collectively, the "**Preferred Partners**"). Developer agrees that it shall not provide monetary incentives to homebuyers within the Project to use the Preferred Partners, but expressly reserves the right for its sales team to advocate for homebuyers to use the Preferred Partners. Developer will use Home Title as the title company for all seller-side closings. The City acknowledges: (i) the existence of Developer's preferred relationships with the Preferred Partners, (ii) that Developer's sales team will advocate for the use of the Preferred Partners with respect to prospective Project homebuyers, and (iii) that Developer will use Home Title as the title company for all seller-side closings involving Developer. The City waives all claims and fully releases Developer from any and all liability arising from or related to items (i), (ii) and (iii) set forth in the previous sentence.

4. Conveyance; Closing. The conveyance of the Property shall occur in accordance with the terms of the Purchase Agreement (see **Exhibit B**). If the Purchase Agreement is not terminated by the Developer within Developer's Contingency Period (as defined in the Purchase Agreement) and Developer's Contingencies (as defined in the Purchase Agreement) have been waived or satisfied, then, after the approval of the rezoning of the Property for the Project, the City shall, pursuant to the Purchase Agreement, convey the Property to Developer by special warranty deed in exchange for the purchase price (the "**Purchase Price**") of One Million Dollars and 00/100 (\$1,000,000.00) (such conveyance and purchase being the "**Real Estate Closing**"). The parties hereto expressly acknowledge and agree that the Purchase Price represents the fair market value of the Property in its unimproved condition.

5. Public Infrastructure Funding. At the Real Estate Closing, having deemed it to be within the City's authority and in furtherance of the public's interest, health, safety and welfare, to improve the City's public infrastructure, the City shall make a payment (the "**City Payment**") to Developer in an amount not to exceed Five Million and 00/100 Dollars (\$5,000,000.00) (the "**City Payment Amount**") for the Public Improvements Costs of all Public Improvements associated with the Project to be undertaken by Developer. Developer shall deposit or cause to be deposited the City Payment into an interest-bearing account (the "**City Payment Funds Account**") which Developer may only use for the payment of the Public Improvements Costs (including any interest earned). The City Payment represents the City's financial contribution to the cost of the Public Improvements Costs, and which Public Improvements Costs the City has agreed to pay. Prior to

the expiration of the Developer's Contingency Period, the City shall receive, review and approve if acceptable to the City, in writing a detailed "Cost Estimate" setting forth the total Public Improvements Costs. This Cost Estimate shall include but not be limited to: engineering and surveying, soils investigation and engineering, soils testing (during construction), environmental engineering, natural resource engineering, and the following infrastructure costs: clearing and chipping, earthwork, rock excavation, sanitary sewers, storm sewers, water main, concrete streets, utility coordination and/or installation cost, sidewalks, street signs, miscellaneous grading and cleanup, detention basin, Contingency Costs, and Management Fee.

In the event the actual total Public Improvements Costs is an amount less than Five Million and 00/100 Dollars (\$5,000,000.00), then the City Payment Amount shall automatically be revised to the lower amount; provided, however, that if the final actual Public Improvements Costs exceed such lower revised City Payment Amount, the City shall not be obligated to pay to Developer any additional amount. If the final actual Public Improvements Costs exceed the City Payment Amount then Developer shall be solely responsible for all Public Improvements Costs in excess of the amount of the City Payment Amount. If, upon substantial completion of the construction and installation of the Public Improvements, it is determined by the Developer and City that the final actual Public Improvement Costs are an amount less than the amount of the City Payment Amount, the Developer shall reimburse the City three-fourths of the amount that is the difference between the final actual Public Improvements Costs and the City Payment Amount, and shall retain the other one-fourth, provided, however, that any such refund to the City shall not include any portion of the Management Fee and Contingency Costs, which shall be retained by Developer. To determine the final actual Public Improvements Costs, Developer shall submit invoices or other evidence of costs incurred and paid either for the Public Improvements or which otherwise constitute Public Improvements Costs as defined hereunder, to the City. In consideration of its receipt of the City Payment at Closing, Developer shall directly install and pay for the cost of constructing all Public Improvements. The parties acknowledge and agree that the Developer is not employed on behalf of the public, the City or any public body with respect to the Project or the Public Improvements, and that Developer and the Project are not subject to any prevailing wage or competitive bidding laws, ordinances, rules or requirements.

6. Cooperation. The parties agree to timely take such actions, including, but not limited to, improvement plan review and approval, record plat/final plan review and approval, building permit review and approval, the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent hereof and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent, which includes the development of the Project in accordance with the terms of this Agreement.

7. Off-Site Improvements; Fees. The parties hereto expressly acknowledge and agree that the City shall not require the Developer to undertake any off-site improvements, unless shown on the Concept Plan, or to pay any impact fees in conjunction with the approval of the Project.

8. Dedication of Public Improvements. Once all Public Improvements have been constructed and installed in accordance with the applicable plans and specifications approved by the City and/or other governmental authorities for this Project, Developer shall dedicate and convey all of

Developer's right, title and interest in and to the Public Improvements to the City, or other appropriate governmental authority as may be applicable, on the final plat or plats for the Project and/or, if deemed necessary, by a Bill of Sale & Assignment. City and/or any other applicable governmental authority shall accept such dedications and thereafter shall operate and/or maintain the Public Improvements constructed by Developer. The City will only agree to accept the dedication of the Public Improvements if they are constructed and installed according to the applicable plans and specifications.

9. City's Reversionary Option.

- a. Should any lots of the Project remain "unsold," meaning not under contract with any third-party home buyer (for purposes of clarity, the term "third-party" shall expressly exclude family members, employees, affiliates, subsidiaries, or other related entities to Developer), and have no dwelling unit constructed thereupon (such lots being the "Vacant Lots") after ten (10) years from the date of the Real Estate Closing (the "Option Start Date"), the City shall have the option (the "Reversionary Option"), which it may exercise by providing, at a time no sooner than the day immediately following the Option Start Date and no later than six (6) months after the Option Start Date (the "Option Deadline"), thirty (30) days' written notice to Developer of the City's election to exercise the Reversionary Option (the "Option Notice") to cause the Vacant Lots to revert back City from Developer with no payment due to Developer by City.

10. Conveyance or Sale of Undeveloped Lots. Developer shall not convey or sell any undeveloped lots to third parties other than affiliates of Developer without the City's prior written consent.

11. Default.

a. Default by the City.

- (i) The City will be in default under this Agreement if any of the following occurs:
 - (a) Failure to make any payment when due, and such failure continues for thirty (30) days after written notice;
 - (b) Failure to comply with any material term or condition of this Agreement, and such failure is not cured within thirty (30) days after written notice;
- (ii) Upon default by City, Developer may, at its option, terminate this Agreement, seek damages, or pursue any other remedies available under law.

b. Default by Developer.

- (i) The Developer will be in default under this Agreement if any of the following occurs:
 - (a) Failure to comply with any material term or condition of this Agreement, and such failure is not cured within thirty (30) days after written notice.
 - (ii) The Developer shall be in Default if it has ceased all development activities in connection with the installation and construction of the Public Improvements for a continuous period of six (6) months or more after the date of the City's approval of Developer's improvement plans, for reasons other than any delays caused by external factors beyond the Developer's control, such as inclement weather, acts of God, labor shortages, or other unforeseen circumstances out of Developer's control. Following the occurrence of such a six (6) month period, the City must provide Developer with written notice of such default, and Developer shall be in default hereunder only if it shall have failed to resume substantial development activities within ninety (90) days of receipt of such notice from the City.
 - (iii) Upon default, City may, at its option, terminate this agreement and the Developer shall return any unobligated funds remaining in the City Payment Funds Account to the City. As used in this Agreement, "**unobligated funds remaining in the City Payment Funds Account**" shall mean any funds in the City Payment Funds Account which have not been spent or obligated towards the payment of Public Improvements Costs incurred prior to, or that are not necessary to pay any Public Improvements Costs that have become due by, the date that is ninety (90) days after Developer's receipt of the City's default notice, and in all instances excluding the portion of the Management Fee as it proportionately relates to the amount of the funds then spent or obligated in connection with the Public Improvements, which portion of the Management Fee shall be retained by the Developer.
 - (iv) Notwithstanding anything herein to the contrary, the parties agree that "default" on the part of Developer as used in this Agreement shall not be possible for the period of time commencing upon the date of substantial completion of the Public Improvements, which shall be defined as the commencement of the construction of one home in the Project and terminating upon the date that is ten (10) years from the date of the Real Estate Closing, after which period Developer may only be found in default hereunder with respect to the Reversionary Option.
- 12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and no other agreements or representations other than those contained in this Agreement have been made or relied on by the parties.
- 13. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents. The venue for any cause of action arising out of this Agreement shall be in the Circuit Court of Ste. Genevieve County, Missouri.
15. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
16. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns. The Developer may assign this Agreement to any related entity or affiliate of Developer upon notice to the City.
17. Notice. Any notice, demand or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified US first class mail, postage prepaid, delivered personally, or delivered by electronic mail to the following:
- (i) In the case of the City, to:
THE CITY OF STE. GENEVIEVE
165 S. 4th Street
Ste. Genevieve MO 63670
Attn: _____
Email: _____
 - (ii) In the case of Developer, to:
MCBRIDE LAND GROWTH, LLC
17415 North Outer Forty Road
Chesterfield, Missouri 63005
Attention: John F. Eilermann, III
Email: contracts@mcbriدهomes.com
- And a copy to:
MCBRIDE LAND GROWTH, LLC
17415 North Outer Forty Road
Chesterfield, Missouri 63005
Attention: General Counsel
Email: contracts@mcbriدهomes.com
18. Time is of the Essence. Time is of the essence in the performance of the parties' obligations under this Agreement. All references to a specified time shall mean Central Time. As used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.
19. Prevailing Party. In the event of any litigation between the parties pertaining to this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation,

including court costs and reasonable attorney fees. The provisions of this section shall survive the Real Estate Closing or any termination of this Agreement.

20. Incorporation of Recitals and Exhibits. The recitals above and all exhibits attached hereto are each incorporated herein by this reference.

[Remainder of page left blank intentionally; signature pages follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

CITY OF STE. GENEVIEVE, MISSOURI

MCBRIDE LAND GROWTH, LLC

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION

Part of US Survey 3253 in Township 38 North, Range 9 East of the Fifth Principal Meridian in Ste. Genevieve County, Missouri. Also being part of a tract of land as recorded in Book 27 at Page 446. More particularly described as follows:

Commencing at a MLS Monument marking the Southeast Corner of US Survey 100; thence North 18 degrees, 21 minutes, 42 seconds West with the East Line of said Survey, 975.06 feet to an Iron Pin in the North Line of Progress Parkway marking the point of beginning; thence North 18 degrees, 21 minutes, 42 seconds West with the West Line of said US Survey 3253, 951.74 feet to a Stone; thence North 17 degrees, 43 minutes, 39 seconds West with said West Line, 197.87 feet to a MLS Monument; thence North 17 degrees, 30 minutes, 48 seconds West with said West line, 581.16 feet to a Stone marking the Southeast Corner of Lot 1 of said US Survey 3253; thence North 71 degrees, 41 minutes, 37 seconds East with North Line of said US Survey 3253, 1,595.25 feet to an Iron Pin; thence South 11 degrees, 42 minutes, 48 seconds West, 248.29 feet to an Iron Pin; thence South 00 degrees, 13 minutes, 04 seconds West; 392.85 feet to an Iron Pin; thence South 13 degrees, 03 minutes, 30 seconds West, 163.63 feet to an Iron Pin; thence South 24 degrees, 46 minutes 30 seconds West, 217.59 feet to an Iron Pin; thence South 01 degrees, 26 minutes, 20 seconds West, 168.30 feet to an Iron Pin; thence South 09 degrees, 38 minutes, 34 seconds East, 212.45 feet to an Iron Pin; thence South 00 degrees, 26 minutes, 25 seconds West, 235.68 feet to an Iron Pin; thence South 11 degrees, 09 minutes, 25 seconds East, 321.61 feet to an Iron Pin in the North Line of Progress Parkway; thence with said North Line of Progress Parkway, South 70 degrees, 30 minutes 29 seconds West, 422.45 feet to an Iron Pin; thence with a circular curve to the right having a radius of 969.94 feet for a length of 226.83 feet to an Iron Pin; thence South 83 degrees, 54 minutes, 27 seconds West, 172.59 feet to an Iron Pin; thence with a circular curve to the left having a radius of 1,029.94 feet for a length of 102.03 feet to the point of beginning.

Containing 49.04 acres.

Subject to any easements, reservations or restrictions of or not of record.

EXHIBIT B
PURCHASE AGREEMENT

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("**Agreement**") is made as of the ____ day of _____, 2025, by and between the CITY OF STE. GENEVIEVE, a municipal corporation located in Ste. Genevieve County, Missouri ("**Seller**"), and McBRIDE LAND GROWTH, LLC, a Missouri limited liability company ("**Purchaser**").

1. **Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer and convey and Purchaser agrees to purchase all of Seller's right, title, estate and interest in and to that certain real property in the City of Ste. Genevieve, Ste. Genevieve County, Missouri, located at _____, Parcel ID No. _____, being approximately forty-nine (49) acres and, as more particularly described and shown outlined on Exhibit A attached hereto and made a part hereof, together with any and all buildings, improvements, easements, any rights in and to public roadways, and rights of way adjacent to the subject property, all abutters and access rights thereto, any and all personal property (including, without limitation, all equipment) of Seller located at the subject property, and any and all intangible property pertaining or related to the subject property (collectively, "**Property**"). The legal description of the Property shall be governed by the description contained in the land survey of the Property procured by Purchaser.

2. **Purchase Price and Payment.** The total purchase price for the Property shall be One Million and 00/100 Dollars (\$1,000,000.00) ("**Purchase Price**"). The Purchase Price shall be payable as follows:

a. An earnest deposit of Twenty-Five Thousand 00/100 Dollars (\$25,000.00) ("**Initial ED**") to be deposited in escrow with Old Republic Title Company, 14323 South Outer Forty Road, Suite 200-S, Chesterfield, Missouri 63017, Attn: Barb Brennan ("**Title Company**") within five (5) business days of the Agreement Date (as hereinafter defined). If on or before the date that is one hundred eighty (180) days after the Agreement Date Purchaser has not yet exercised its right to terminate the Agreement, Purchaser shall deposit with the Title Company an additional Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("**Additional ED**"). The Initial ED and the Additional ED shall be collectively referred to herein as "**Earnest Deposit**."

b. The balance of the Purchase Price, by wire transfer, subject to the adjustments provided in this Agreement at Closing (as hereinafter defined).

Purchaser shall pay Seller One Thousand and 00/100 Dollars (\$1,000.00) as independent consideration ("**Independent Consideration**") out of the Earnest Deposit. If Purchaser becomes entitled to return of the Earnest Deposit for any reason, as consideration for Seller's entering into this Agreement.

The Earnest Deposit shall be in the form of check, cash or wire transfer. If the sale is closed, then at the Closing the Earnest Deposit shall be applied as a credit to the Purchase Price at Closing. If Purchaser terminates this Agreement pursuant to the terms and provisions contained herein, on or before the expiration of the Contingency Period (hereinafter defined), then Seller agrees that the Title Company shall return the Earnest Deposit to Purchaser without the necessity of notifying or obtaining the consent of Seller, it being agreed that the Earnest Deposit shall be held in a so-called "sole order" escrow until the earlier of: (1) the date that Purchaser terminates this Agreement pursuant to the terms hereof; or (2) the expiration of the Contingency Period, and that by executing this Agreement, Seller hereby authorizes the Title Company to deliver the Earnest Deposit to Purchaser as aforesaid. Seller's obligations in this Section 2 shall survive any termination of this Agreement.

3. **Prorations and Adjustments.** The following prorations and adjustments shall be made to the Purchase Price at Closing: All mortgages, deeds of trust, chattel mortgages, pledges, financing statements and other monetary encumbrances affecting the Property shall be released at Closing by Seller at Seller's sole cost and expense. All utility charges, taxes, assessments, homeowner association fees and other items customarily prorated in the county in which the Property is located shall be adjusted as of the date of Closing (Seller to have the date of Closing) as an adjustment to the Purchase Price. All adjustments shall be made on the basis of a year of three hundred and sixty-five (365) days per year. Purchaser and Seller shall each pay their own closing costs, fees and expenses. Any escrow fees charged by the Title Company shall be divided equally between Seller and Purchaser. Purchaser shall pay the cost of recording and filing fees for the General Warranty Deed.

4. **Agreement Date; Closing Date.** The "**Agreement Date**" shall be the later of: (a) the date first set forth above; and (b) the date on which the last party executes this Agreement or initials an agreed to change. If Purchaser provides written notice to Seller that all of Purchaser's Contingencies (defined below) have been satisfied, waived or removed, then the closing ("**Closing**") of the purchase and sale of the Property shall take place on a date ("**Closing Date**") which is not later than thirty (30) days after the effective date of Purchaser's written notice to Seller that all of Purchaser's Contingencies (as defined below) have been satisfied, waived or removed by Purchaser or such other date that Seller and Purchaser may mutually agree. Purchaser shall specify the Closing Date in a written notice to Seller at least thirty (30) days prior to the Closing Date.

5. **Contingency Period.** Purchaser's obligation to consummate the purchase and acquisition of the Property shall be conditioned upon the fulfillment, by written waiver or satisfaction of Purchaser, at Purchaser's sole option and in Purchaser's sole and absolute discretion, on or before the date that is one hundred eighty (180) days after the Agreement Date ("**Contingency Period**"), of each of the following contingencies ("**Contingencies**"):

a. Title. Purchaser's approval of a commitment for title insurance issued by the Title Company reflecting that the Property is marketable and subject only to those easements, restrictions, rights-of-way and conditions or matters of record which are acceptable to Purchaser, in Purchaser's sole and absolute discretion. Purchaser shall order from the Title Company a commitment for an ALTA (Form B) policy of title insurance ("Commitment"). If Purchaser notifies Seller on or before the expiration of the Contingency Period that title is not marketable or that there exist certain conditions, matters, easements, encroachments, protrusions, flood plains, wetlands, overlaps, boundary line disputes, any strips or gores, any rights-of-way that are not acceptable to Purchaser or any other title or survey matters that are not acceptable to Purchaser (all of which are sometimes hereinafter referred to as a "Title Defect"), then Seller shall notify Purchaser within ten (10) days following notice of such Title Defect whether Seller can and will cure such Title Defect on or before Closing and the manner in which Seller proposes to cure each such Title Defect ("Seller's Title Response"). Purchaser shall have ten (10) days following receipt of Seller's Title Response in which to reject Seller's proposed manner of curing each such Title Defect. If (i) Purchaser gives Seller notice that Seller's proposed manner of curing each such Title Defect is not acceptable to Purchaser within ten (10) days following Purchaser's receipt of Seller's Title Response, or (ii) Seller fails to cure each such Title Defect to Purchaser's satisfaction on or before the Closing Date, or such longer period as Purchaser may permit by written notice to Seller, then Seller shall be deemed in default under this Agreement and Purchaser may elect its remedies under this Agreement; provided, however, Purchaser may, in its sole option and in its sole and absolute discretion, waive any Title Defect and accept such title as Seller may deliver in lieu of termination (in which case, such Title Defect shall be a Permitted Exception);

b. General Investigation. Purchaser's satisfaction with such studies and investigations of the Property, including, but not limited to, market studies, as Purchaser deems necessary or advisable, in Purchaser's sole and absolute discretion, to conduct; and

c. Zoning. Purchaser's satisfaction with the zoning, subdivision, all governmental approvals, plans, plats and architectural requirements for the Property.

Seller shall cooperate with Purchaser in Purchaser's attempt to satisfy any of the Contingencies. If on or before the expiration of the Contingency Period, Purchaser provides written notice to Seller that Purchaser is terminating this Agreement due to failure or non-satisfaction of Contingencies, then Purchaser shall be deemed to have elected to terminate this Agreement for failure or non-satisfaction of such Contingencies and, in such event, the Earnest Deposit shall be released by the Title Company and refunded to Purchaser and Purchaser shall not have any further obligations or liability under this Agreement whatsoever. If Purchaser has satisfied, waived or removed all of the Contingencies in this Agreement by notice to Seller in writing the date of such notice, if any, (the "Contingency Release Date"), then this Agreement shall be and will remain in full force and effect subject to the remaining terms, conditions and other provisions of this Agreement. If the Contingency Period has expired and Purchaser has not given Seller written notice of Purchaser's satisfaction, waiver or removal of all of the Contingencies, then Purchaser shall be deemed to have elected to terminate this Agreement for failure or non-satisfaction of such Contingencies and, in such event, the Earnest Deposit shall be released by the Title Company and refunded to Purchaser and Purchaser shall not have any further obligations or liability under this Agreement whatsoever. The Contingencies and conditions precedent to Closing set forth in this Agreement are for the sole benefit of Purchaser and Purchaser shall not have any obligation to pursue the satisfaction, waiver or removal thereof. Seller further acknowledges and agrees that in the event that this Agreement is, as a result of Purchaser's right to investigate the Property, deemed to be an option, the aforementioned Independent Consideration is adequate and sufficient consideration for said option and that Purchaser is relying on the validity of said option to its detriment. Purchaser may terminate this Agreement at any time during the Contingency Period if Purchaser determines, in its sole and absolute discretion, that any of the Contingencies hereunder are not satisfied at that time, and, in such event, the Earnest Deposit shall be released by the Title Company and refunded to Purchaser and Purchaser shall not have any further obligations or liability under this Agreement whatsoever.

6. Furnishing Documents. Seller shall, at Seller's sole cost and expense, within five (5) days following the a written request by Purchaser, furnish to Purchaser, for Purchaser's review, copies of any and all of the following items with respect to the Property in Seller's actual possession or control: (a) title insurance policies and underlying title documents, (b) topographic and boundary surveys, plats and any other similar design documents, (c) engineering plans, reports, and studies, (d) soil reports including subsurface and rock sounding studies, (e) correspondence, documents, instruments or other information related to environmental conditions and/or hazardous substance reports, including, without limitation, any Phase I Environmental Report and any Phase II Environmental Report, wetlands reports, or other similar substances at or pertaining to the Property and all cultural resources, archeological, and wetlands reports and audits, . Seller represents, warrants and covenants that, to the best of Seller's knowledge, any and all materials delivered to Purchaser as provided herein shall be true, accurate and complete copies together with any and all amendments, modifications or changes thereto.

Seller shall also deliver to Purchaser (x) copies of any and all documents of the kind described in the foregoing paragraph received by Seller or its agents, employees, representatives or contractors on and after the Agreement Date ("After Acquired Documents"), and (y) any other types of documents or correspondence reasonably requested by Purchaser on or before the Closing with respect to the Property. After Acquired Documents shall be delivered to Purchaser within three (3) days after receipt and any and all other documents requested by Purchaser shall be delivered to Purchaser within three (3) days after Purchaser's written request for such documents

7. Access, Inspections and Marketing.

a. Access and Inspections. From and after the Agreement Date, Purchaser, its employees, agents and representatives shall have the full right of access to the Property for purposes of inspecting the same, causing surveys to be prepared, making soil tests, conduct boring tests and to conduct such other engineering/mechanical/environmental investigations and inspections as Purchaser may desire. Purchaser shall reasonably repair any damage to the Property caused by Purchaser, its employees, agents or representatives, in the course of performing such inspections and investigations. Purchaser shall hold harmless and indemnify Seller for any costs, expenses, damages, claims, or causes of action arising from or out of or in connection with Purchaser's, its employees', agents', consultants', or invitees' access to or entry upon the Property prior to Closing; except to the extent such claims are caused by the negligence or willful misconduct of Seller.

b. Signage and Sales Trailer. From and after the Agreement Date, Purchaser shall have the right and license to (i) install signage upon the Property advertising the sale of lots to be developed upon the Property, (ii) place, install and occupy a sales trailer upon the Property promoting and assisting Purchaser with the sale of lots on the Property, and (iii) use a portion of the Property as parking for potential buyers, including the construction and paving of a parking lot for such purposes; provided, however, that Purchaser shall restore such portion of the Property to substantially the same condition immediately prior to such paving upon any termination of this Agreement. Seller shall cooperate with Purchaser with respect to the location of such signage and sales trailer. Purchaser shall remain in compliance with all municipal ordinances with regard to any signage, trailers or parking on the Property.

8. Seller Cooperation. From and after the Agreement Date, Purchaser shall have the right to request any zoning changes or approvals, subdivisions or variances, approvals for plats, development plans, improvement plans and architecture from all applicable federal, county, city, district, municipal and other authorities and private and public utilities for the Property. Seller shall cooperate with Purchaser, in Purchaser's attempt to: (a) obtain any zoning changes, county or municipal approvals, subdivisions or variances, which cooperation shall include, but not be limited to, Seller executing such applications, plats or other similar documents necessary to accomplish the desired zoning change, county or municipal approvals, subdivisions and/or variances; and (b) satisfy any of the Contingencies. Purchaser shall be liable for and shall pay all costs or expenses relating to any such zoning change, county or municipal approvals, subdivision or variance.

9. Seller's Covenants, Representations and Warranties. Seller represents, warrants and covenants as follows:

a. Seller's Affirmative Covenants. Seller shall cause the Property to be maintained free from waste and neglect and shall not allow the dumping on the Property of any wastes or substances of any kind whatsoever. Seller shall keep and maintain the Property in substantially the same condition as it is as of the Agreement Date. Seller shall not allow or cause any changes in the condition of the Property or any mechanic's liens or liens for labor, materials or services rendered to be filed against the Property. Seller shall make all payments of principal and interest as they become due and payable under any note or other evidence of indebtedness secured by a mortgage, deed of trust or other encumbrance of the Property and otherwise perform the obligations of grantor thereunder. Without the prior written consent of Purchaser, Seller shall not (i) convey title to the Property or any portion thereof, (ii) enter into any transaction in respect to or affecting the Property, including, without limitation, leases or service, maintenance or repair contracts in respect to or affecting the Property, (iii) further encumber the Property in any form or manner whatsoever, (iv) create or allow to be created any additional exceptions to title to the Property or amend, modify or terminate any such exceptions, (v) enter into any agreement which would prohibit negotiations between Seller and Purchaser of additional extensions of the Contingency Period; or (vi) market or attempt to offer to sell all or any portion of the Property to anyone other than Purchaser. On or before Closing, Seller shall, at Seller's sole cost and expense, cause the Property to be legally subdivided into a legal lot, if required by the governmental authority, and provide evidence of same to Purchaser and Title Company.

b. Seller's Representations and Warranties. Seller represents and warrants that, as of the Agreement Date and the Closing Date:

(i) Title to Property. Seller is the sole owner of the Property and has good and marketable fee simple title to the Property, subject to only existing zoning ordinances, and liens, easements and restrictions of record. There are no unrecorded purchase agreements, leases, options or other agreements of any kind, written or oral, choate or inchoate, formal or informal, whereby any person or entity other than Seller has acquired or has any basis to assert any right, title, estate or interest in, or right to possession, use, enjoyment or proceeds of all or any portion of the Property. There are no unrecorded liens, encumbrances or adverse claims exist with respect to the Property or any portion thereof.

(ii) Violations of Law. The condition of the Property does not and will not prior to Closing violate any zoning, building, health, fire or similar statute, ordinance, regulation or code and the Seller has not received any notice, written or otherwise, from any governmental agency alleging any such violations. There are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

(iii) Litigation. There are no pending or threatened matters of litigation, bankruptcy, administrative action or examination, claim or demand whatsoever relating to the Property.

(iv) Condemnation. Seller has not received any notice of, and Seller is not aware of, any pending or contemplated eminent domain, condemnation or other governmental taking of the Property or any part thereof.

(v) Access. No fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways, and Seller has no knowledge of any planned or pending street or road improvement plan which would impair access to or the value of the Property. The Property is adjacent and contiguous to open public roads known as Progress Parkway, and has full and free access to and from the same, such that no private easements or agreements are necessary to afford such access to or from the Property.

(vi) Offsite Improvements. Seller has received no notice of, and Seller is not aware of, any public improvements in the nature of offsite improvements or otherwise which have been ordered to be made and/or which have not been heretofore assessed including, but not limited to, any road impact fee obligation, and there are no special or general assessments not of record pending or affecting the Property.

(vii) Authority of Signatories; No Breach of Other Agreements. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Seller and the signatories of Seller hereto. Seller is authorized to execute, deliver and perform under this Agreement. The consummation of the transaction herein contemplated and the compliance by Seller with the terms of this Agreement do not conflict with or result in breach of any of the terms or provisions of, or constitute default under any law, agreement, arrangement, understanding, accord, document or instrument by which Seller or the Property is bound, and will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Seller or the Property is subject.

(viii) All Required Action Taken. All action required pursuant to this Agreement and necessary to effectuate the transaction contemplated herein has been or will be taken promptly and in good faith by Seller and its representatives and agents.

(ix) Bills and Invoices. All bills and invoices for labor and material of any kind and relating to the Property, have been paid in full, and there are no mechanic's or materialmen's liens or other claims outstanding or available to any party in connection with the Property.

(x) Section 1445(a) Non-foreign Person. Seller is not a foreign person for purposes of and is not subject to withholding under Internal Revenue Code Section 1445(a).

(xi) Flood Plain. The Property is not within an area determined by the U. S. Department of Housing and Urban Development to be flood prone or a flood plain under the Federal Flood Protection Act of 1973 or a protected wetland under any local, state or federal laws.

(xii) Hazardous Waste. The Property is not, in whole or in part, on a landfill and there are no storage tanks or related pipes, vents or other equipment in, on, under or above the surface of the Property. The Property was not at any time used for the dumping, disposal, storage or handling of any substance which is toxic, ignitable, reactive, corrosive, radioactive, flammable, explosive, or a human health or safety hazard, including but not limited to asbestos, petroleum products, by-products and wastes, polychlorinated biphenyls (PCB's), radon and substances defined as "hazardous substances," "hazardous materials," "toxic substances", or "hazardous wastes" in any applicable statutes, laws, ordinances, rules and regulations of any governmental or quasi-governmental authority or body having jurisdiction over the Property. There has been no release, disposal, discharge, deposit, injection, dumping, leaking, spilling, pumping, pouring, emitting, leaching, placing or escape of any hazardous substance on, in, under the surface or from the Property and there is no facility in or on the Property which is used for the treatment, storage or disposal of any hazardous substance.

(xiii) Executory Agreements. Seller is not a party to, and the Property is not subject to, any lease or agreement of any kind whatsoever, written or oral, formal or informal, with respect to the Property which are not terminable on or before Closing, other than this Agreement, easements, deeds of trust, and other matters of record as of the date of this Agreement. There are no persons or entities having any approval or veto rights with respect to any matters pertaining to the Property or the surrounding property.

(xiv) Adverse Material Facts. There are no adverse material facts that affect the Property. For purposes of this subsection, an "adverse material fact" is a fact related to the Property not reasonably ascertainable or known to Purchaser that negatively affects the value of the Property. Adverse material facts include, without limitation, (v) environmental hazards affecting the Property; (w) the physical condition of the Property; (x) material defects in the Property; (y) material defects in the title to the Property; and (z) material limitation of Seller's ability to perform under the terms of this Agreement.

(xv) Commitments. No commitments have been made to any governmental or non-governmental organizations, groups or individuals relative to the Property or any portion thereof which would impose an obligation on Purchaser or its successors to contribute or dedicate land or money or to construct any improvements on or off the Property.

(xvi) Taxes and Special Assessments. No special taxes, assessments, tax increment financing ("TIFs"), neighborhood improvement districts ("NIDs"), community improvement districts ("CIDs"), transportation development districts ("TDDs"), special business districts, tax abatement or any other special taxing mechanism is imposed on or otherwise affects the Property.

c. Survival of Closing. As provided in Section 10 below, Purchaser's obligations under this Agreement are expressly conditioned on the foregoing covenants, representations and warranties of Seller being true on the Agreement Date and remaining true through Closing. The foregoing covenants, representations and warranties shall survive Closing.

10. Conditions Precedent to Purchaser's Obligations. Seller acknowledges that Purchaser's obligation to proceed to Closing is expressly contingent upon (a) Seller's compliance with the terms of this Agreement, (b) Seller's representations and warranties being true on the Agreement Date and remaining true through the Closing of this transaction, (c) Purchaser's satisfaction, waiver or removal of the Contingencies, (d) the Title Company's agreement to issue an ALTA (Form B) policy of title insurance naming the Purchaser as the insured, in at least the amount of the Purchase Price and containing none of the "standard exceptions" in such title insurance policy with such endorsements as are requested by Purchaser; and/or (e) Purchaser's confirmation that there has been no material change in the condition of the Property from the effective date of Purchaser's written notice to Seller that all of the Contingencies have been satisfied, waived or removed by Purchaser. The foregoing conditions are (x) necessary prerequisites for Purchaser's purchase of the Property, (y) included in this Agreement solely for Purchaser's benefit, and (z) may be waived solely by Purchaser in writing, in Purchaser's sole discretion. Seller further acknowledges that this Agreement may be terminated at any time prior to or on the Closing Date at Purchaser's sole election upon written notice to Seller if any of the foregoing conditions are not satisfied and that, upon such termination, the Earnest Deposit, less the Independent Consideration, shall be immediately returned to Purchaser, and Purchaser shall have no further obligations hereunder.

11. Development Agreement. The obligation of both Purchaser and Seller to consummate the Closing hereunder is subject to the condition that, as of the Closing Date, that certain Development Agreement by and between the parties and dated of even date herewith, shall be fully executed and in full force and effect.

12. Indemnification. Seller shall indemnify, defend and hold Purchaser harmless against and with respect to any and all loss, claims, injury, deficiency or any other damage resulting from any misrepresentation, breach of warranty or non-fulfillment of any covenant, representation, warranty or agreement by Seller hereunder. Such indemnification shall include, without limitation, Purchaser's legal fees, expert fees and expenses, and clean up, removal and other remediation and related costs. The indemnification obligations of Seller set forth in this Section shall survive Closing for a period of one (1) year.

13. Closing.

a. Place and Closing Date. The Closing shall take place on the Closing Date in escrow with the Title Company.

b. Possession. At Closing, Seller shall deliver possession of the Property to Purchaser free and clear of all leases, tenants, tenancies, occupancies or rights of possession of any person or entity claiming a right to all or any portion of the Property.

c. Seller's Obligations at Closing. At Closing, Seller shall, in addition to any other obligations of Seller as set forth in this Agreement, deliver or cause to be delivered to Purchaser, the following items, all of which shall be duly executed and acknowledged in recordable form, where appropriate:

(i) Deed. A Special Warranty Deed in a form reasonably satisfactory to Purchaser, conveying fee simple, good and marketable title to the Property to Purchaser in accordance with the requirements of the Commitment and consistent with Missouri law, subject only to real estate taxes for the year of Closing which are not then due and payable and subject to only those specific restrictions, easements, building lines, rights of way of record and conditions of record, if any, approved by Purchaser hereunder and subject to zoning regulations. The legal description of the Property contained in the Special Warranty Deed shall be determined by a current survey of the Property obtained by Purchaser pursuant to this Agreement.

(ii) Releases. Written release of any lien, security interest, mortgage or deed of trust, mechanic's lien or other encumbrance affecting the Property and if Seller fails to secure such releases, Purchaser may apply the Purchase Price to the payment and release of any such liens.

(iii) Seller's Affidavit. A Seller's Affidavit in form satisfactory to Seller and customarily used by the Title Company to permit Purchaser to obtain the ALTA (Form B) owner's policy of title insurance without the standard or general pre-printed title exceptions shown on the Commitment and those other exceptions to title which Purchaser has not approved or accepted in accordance with this Agreement.

(iv) Non-Foreign Seller Affidavit. An affidavit of Seller in form and substance satisfactory to Purchaser setting forth Seller's United States taxpayer identification number and certifying that Seller is not a foreign person as that term is used and defined in Section 1445 of the United States Internal Revenue Code.

(v) Authority. As applicable, such instruments appropriate to approve this sale and authorize the Mayor of Ste. Genevieve to sign on behalf of Seller hereto to execute this Agreement and to execute and deliver any and all closing documents in connection therewith.

(vi) Miscellaneous. Any other documents reasonably required by this Agreement or the Title Company to be delivered by Seller or necessary to implement and effectuate the Closing hereunder, including, without limitation, documents, consents and approvals from Seller and any owners or tenants of real estate having any rights over the development of the Property, satisfactory to Purchaser.

d. Purchaser's Obligations at Closing. At Closing, Purchaser shall, in addition to any other obligations of Purchaser as set forth in this Agreement, deliver the balance of the Purchase Price (less interest on the Earnest Deposit) to Seller by cashier's check or by federal wire transfer (subject to adjustment and proration as hereinbefore provided).

a. Attorney's Fees. Seller and Purchaser shall each pay their own attorney's fees for the Closing.

14. Eminent Domain.

a. Commencement of Action. In the event that at any time prior to the Closing, any notice of or proceeding shall be commenced, instituted, threatened to be instituted or consummated for the taking of all or any part of the Property or any offer of settlement is made in lieu of such taking for public or quasi-public use pursuant to the power of eminent domain or otherwise, Seller shall promptly give written notice thereof to Purchaser.

b. Purchaser's Right to Terminate. The commencement or completion of any such proceeding shall have no effect on this Agreement unless Purchaser, by reason thereof, elects at its option, within thirty (30) days after receipt by it of Seller's notice of such taking, to terminate this Agreement by giving written notice thereof to Seller to such effect, and upon the giving of such notice, the Earnest Deposit with interest thereon shall be refunded to Purchaser, and thereupon this Agreement shall become null and void and of no further force or effect, with neither party having any further rights or liabilities hereunder.

c. Purchaser's Right to Purchase. Purchaser may, in Purchaser's sole and absolute discretion, elect to proceed with the performance of this Agreement, notwithstanding the commencement of any such proceedings described herein, or the completion of any such taking. If Purchaser elects to proceed with the performance of this Agreement, then: (1) Seller shall assign any and all awards and other compensation for any such taking to Purchaser; (2) Seller shall convey all or such portion of the Property, if any, as shall be left after such taking in accordance with the terms of this Agreement; and (3) the Purchase Price shall be reduced by the fair market value of the portion(s) of the Property adversely affected thereby.

15. Risk of Loss or Damage. The risk of loss or damage to the Property by fire, windstorm, hail storm or otherwise, is assumed by Seller until Closing. In the event of such loss or damage, the Purchaser may, at Purchaser's option, (a) terminate this Agreement and secure an immediate refund of the Earnest Deposit and interest thereon, or (b) purchase the Property in which event all insurance proceeds shall be paid to Purchaser. In the event Purchaser elects to purchase the Property and Seller has not insured the Property, the Purchase Price shall be reduced by the amount necessary to restore the Property to the condition immediately prior to such damage or destruction.

16. Default.

a. Default by Seller. In the event that any of Seller's representations or warranties contained herein are untrue (either when made or at Closing) or if Seller shall have failed to have timely performed any of its obligations, covenants and/or agreements contained in this Agreement, then Purchaser, at its option may:

(i) Specifically enforce this Contract and recover damages suffered by Purchaser as a result of the delay in the acquisition of the Property;

(ii) Terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Purchaser for all actual costs and expenses incurred by Purchaser (and which are to be specified in Purchaser's Notice of Default) as liquidated and as Purchaser's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Purchaser represents as fair and approximation of such actual damages as the parties can now determine); or

(iii) Pursue any other remedy and damages available at law or in equity.

b. Default by Purchaser. If Purchaser shall fail to close the purchase of the Property due to the default of Purchaser hereunder, then the Earnest Deposit (and any interest thereon) shall be paid to Seller as liquidated and stipulated damages, and not as a penalty, as Seller's sole and exclusive remedy for such default, Seller's actual damages being difficult and/or impossible to ascertain and the parties agree that such amount of liquidated damages is a reasonable estimate of Seller's damages for Purchaser's default and failure to close. Seller hereby specifically waives any and all rights which it may have to

damages (except for liquidated damages as provided above) or specific performance or other relief as a result of Purchaser's default under this Agreement.

17. Real Estate Brokers and Commission. Each party hereby represents and warrants to the other party that, in connection with this transaction, no third party broker or broker or finder has been engaged or consulted by such party or through such party's actions is entitled to compensation as a consequence of this transaction. Seller and Purchaser each shall indemnify, defend and hold the other harmless from and against any claims for real estate commissions made by anyone claiming representation in this transaction. Such obligations to indemnify and hold harmless shall include, without limitation, or any broker, all costs and attorneys' fees relating to litigation and other proceedings.

18. Notices. All notices or demands must be in writing and may be given by (a) certified U.S. Mail, return receipt requested, postage pre-paid addressed as follows; (b) courier delivery by a local courier service, or a nationally recognized overnight courier service such as Federal Express or United Parcel Service to the following addresses; or (c) email transmission directed to the following email address with hard copy to follow by an alternate means of delivery, addressed to the appropriate Party (and marked to a particular individual's attention if so indicated). Notices shall be deemed to have been made upon deposit into the U.S. Mail, if mailed, or upon receipt if delivered by courier delivery or email transmission. Either party may change the address for notice by giving the other party written notice thereof at least five (5) days in advance.

All notices to Seller shall be directed to:
The City of Ste. Genevieve
Attn: Happy Welch, City Administrator
165 S. 4th Street
Ste. Genevieve, MO 63670
Email: hwelch@stegenevieve.gov

All notices to Purchaser shall be directed to:
McBride Land Growth, LLC
17415 North Outer Forty Road
Chesterfield, MO 63005
Attention: Jake Eilermann
Email: contracts@mcbridehomes.com

And a copy to:
McBride Land Growth, LLC
17415 North Outer Forty Road
Chesterfield, MO 63005
Attention: General Counsel
Email: contracts@mcbridehomes.com

19. Miscellaneous.

a. Assignment. Purchaser may at any time freely assign this Agreement or any of its rights hereunder to any entity that is controlled by, under common control with, or affiliated in any way with Purchaser without the consent of Seller. Upon assignment of this Agreement by Purchaser, the Purchaser named herein shall be released of any further liability under this Agreement. Seller may not assign this Agreement or any of its rights hereunder without the prior written consent of Purchaser.

b. Construction; Severability; Entire Agreement. The section headings herein are solely for convenience and shall in no way be deemed to affect the meaning or construction of any part hereof. If any provision or provisions of this Agreement shall be unlawful, then such provision or provisions shall be null and void, but the remainder of the Agreement shall remain in full force and effect and binding on Seller and Purchaser. This Agreement constitutes the entire understanding and agreement between the parties and there are no other covenants, agreements, promises, terms or provisions, either oral or written, between them concerning the Property other than those herein set forth herein and the Development Agreement entered into by and between Seller and Purchaser of even date herewith. This Agreement may not be amended, supplemented, or modified except by a writing executed by both of the parties. The word "person" as used herein shall include all individuals, partnerships, corporations, or any other entities whatsoever.

c. Binding Effect. This Agreement shall be binding upon, and shall benefit, the parties hereto and their heirs, legal representatives, executors, administrators, successors and assigns.

d. Governing Law. This Agreement and all related documents shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for any cause of action arising out of this Agreement shall be in the Circuit Court of Ste. Genevieve County, Missouri. In the event of any litigation between the parties pertaining to this Agreement, the prevailing party shall be entitled to recover the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this section shall survive Closing or any termination of this Agreement.

e. Time of Essence. Time is of the essence of this Agreement.

f. Recording of Memorandum. Purchaser shall have the right at all times to record a memorandum of this Agreement which does not disclose the financial terms hereof. Seller shall fully cooperate with such recording, including, without limitation, providing notarized signatures of an authorized signatory of Seller upon reasonable advance notice.

g. Attorneys' Fees and Costs. In the event either party to this Agreement commences a legal proceeding to enforce any of the terms of this Agreement or any rights under this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs from the other party.

h. Confidentiality. Seller and Purchaser shall treat this Agreement as confidential and shall not disclose the terms and provisions contained herein to any other person or entity, other than their respective agents, representatives or accountants, or such persons as Purchaser deems necessary, in Purchaser's sole judgment, for Purchaser's business purposes or to obtain financing unless disclosure is required by law.

i. Exhibits. Any reference herein to any exhibits, addenda or attachments refers to the applicable exhibit, addendum or attachment that is attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly made a part hereof.

j. Business Days. If any date, time period or deadline hereunder falls on a Saturday, Sunday or legal holiday, then such last day shall be extended to the next succeeding business day thereafter.

k. Execution in Counterparts. This Agreement may be executed in two or more identical counterparts which shall, for all purposes, be deemed to be an original, and all of which are identical. An electronic signature on this Agreement shall be effective as an original signature and shall bind and shall be enforceable by Seller and Purchaser.

l. Post Closing. If any of the Contingencies are not satisfied prior to Closing and Purchaser waives such Contingencies for purposes of Closing hereunder, Seller's obligations to assist Purchaser in the satisfaction of the Contingencies hereunder shall survive Closing and Seller shall use its reasonable efforts to assist Purchaser in completing and satisfying such matters thereafter.

IN WITNESS WHEREOF, the parties have executed this Agreement, as of the day and year first above written.

SELLER:

City of Ste. Genevieve
a municipal corporation

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2025

PURCHASER:

McBride Land Growth, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

Date of Execution: _____, 2025

Exhibit A
Description and Depiction of Property
(Property shown outlined below)

EXHIBIT C
CONCEPT PLAN

EXHIBIT D
ELEVATIONS

EXHIBIT D

McBride

ELEVATIONS

THE ARBOR SERIES

ST. JAMES

Two Story | 2 or 3 Bedrooms | 2 Full Baths | 1 Half Bath



TRADITIONAL

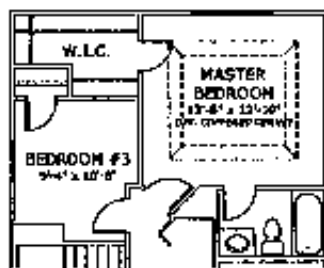


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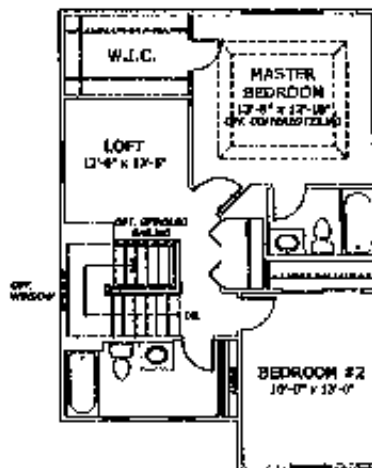


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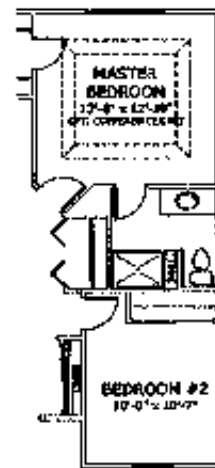
**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



OPT. BEDROOM #3



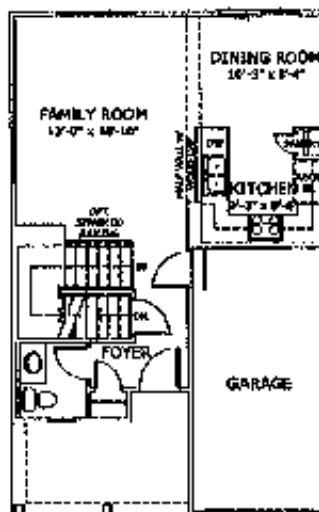
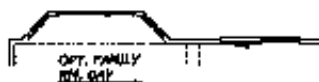
SECOND FLOOR PLAN



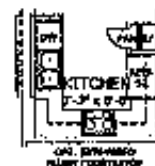
OPT. LUXURY MASTER BATH



OPT. 2nd FLOOR LAUNDRY



FIRST FLOOR PLAN



OPT. ENHANCED KITCHEN CABINETRY

ONLY BY McBRIDE & SON HOMES, INC.

* Due to the exclusivity changes in our design/improvement process, there may be variations between these plans and the "as built" floor plans, including layout and room sizes, square footage of the residence itself, and the location and size of doors, windows, openings, etc. (wells and other building components), including the location of posts and beams.

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THE ARBOR SERIES

SUMMERFIELD

Ranch | 2 Bedrooms | 1 or 2 Full Baths | Optional Half Bath



TRADITIONAL



CLASSIC



COLONIAL

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



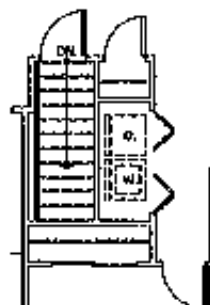
OPT. OPEN STAIR



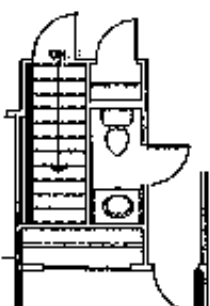
OPT. BAYS



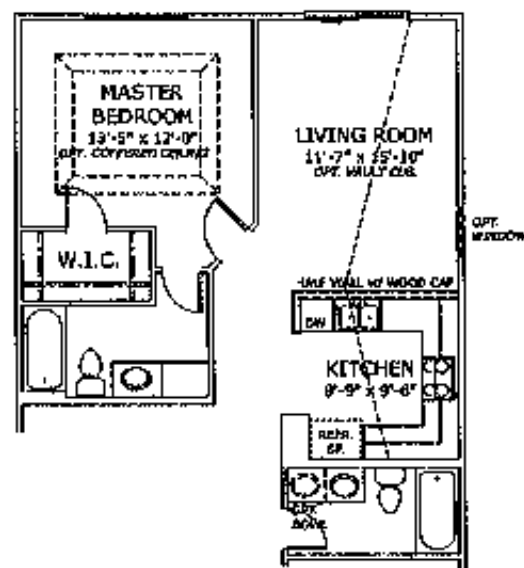
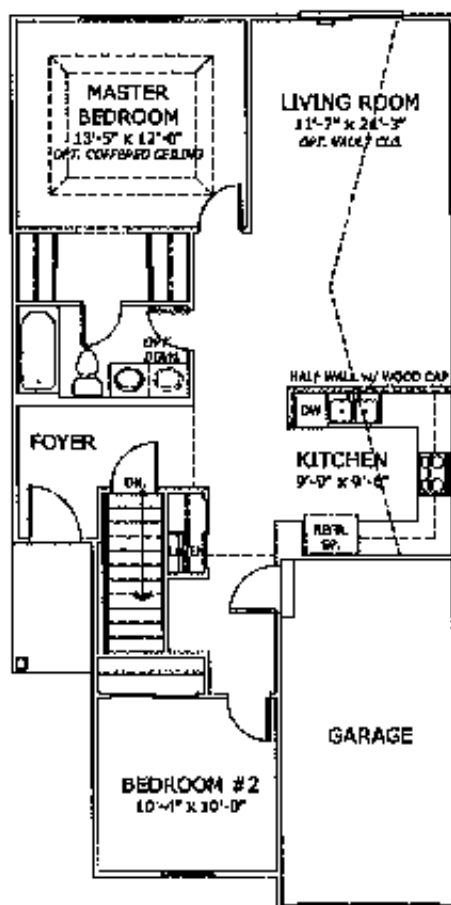
OPT. FIREPLACE



OPT. 1st FLOOR LAUNDRY



OPT. POWDER ROOM



OPT. BATH #2/ KITCHEN



OPT. EXTENDED
POWDER COORINATION

FIRST FLOOR PLAN

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THE BAYSIDE SERIES

ASHFORD

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



CLASSIC



PRAIRIE



AMERICAN COLONIAL



FRENCH COLONIAL



RUSTIC FARMHOUSE



TRADITIONAL



RENAISSANCE

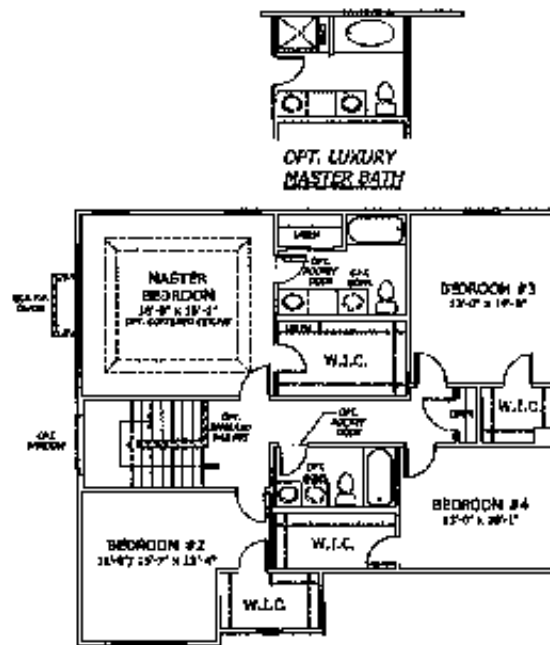


RUSTIC CRAFTSMAN

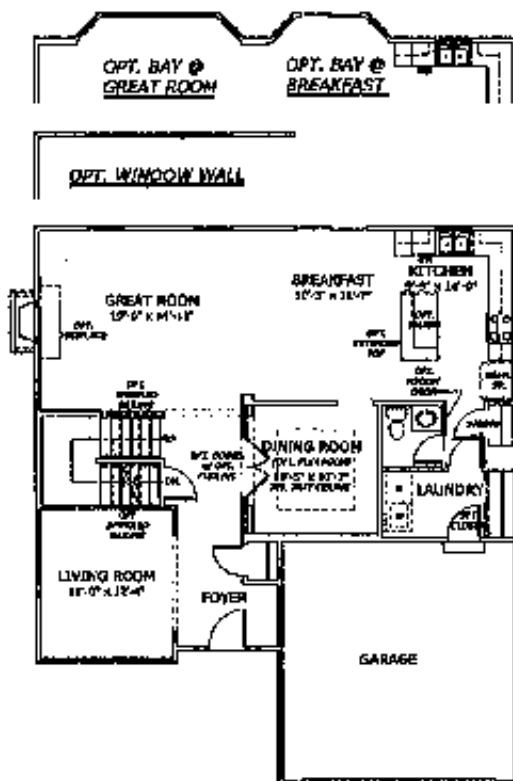
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Missouri's Largest Homebuilder



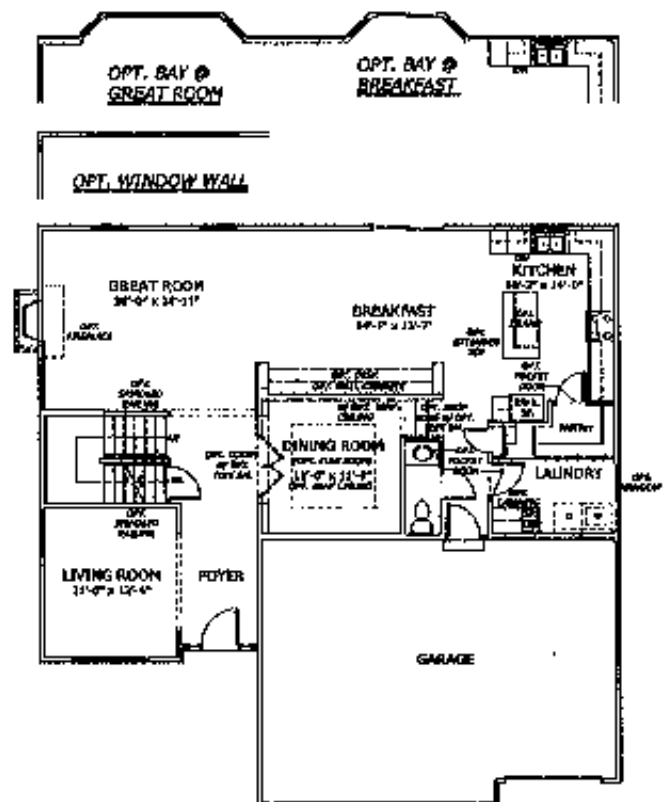
FIRST FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN #2



EXPANDED FIRST FLOOR PLAN #3

⁴ Due to the criminal money changes in our clerk's help, the amount paid, etc, there may be variations between these figures and what is "all" their share, including lawyer and court costs. Source: facing 6 of the residence book. And the location and size of docks, windows, and other building components, include up to location of people and boats.

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THE BAYSIDE SERIES

ASPEN

Ranch | 2 or 3 Bedrooms | 2 Full Baths



TRADITIONAL II



ENGLISH COLONIAL III



CLASSIC



COLONIAL II



CRAFTSMAN



RUSTIC CRAFTSMAN



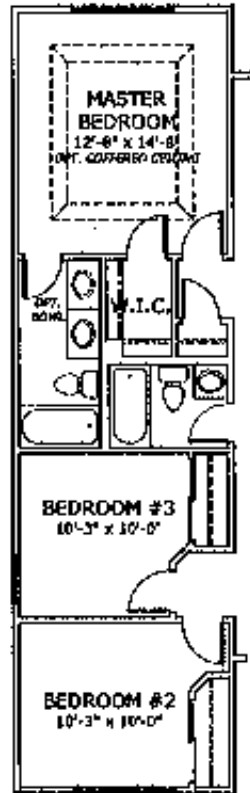
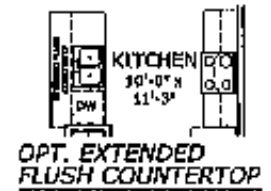
FARMHOUSE

**MCBRIDE
HOMES**

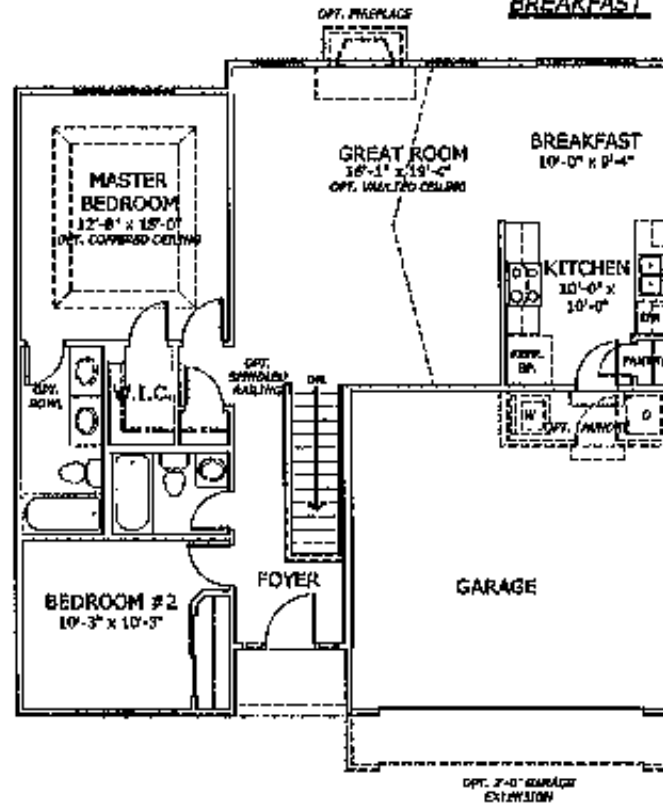
Missouri's Largest Homebuilder



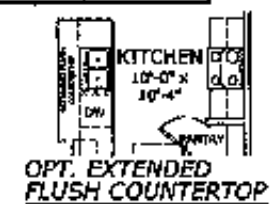
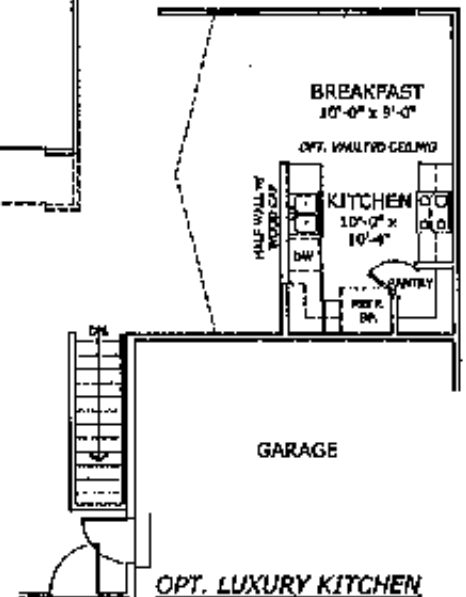
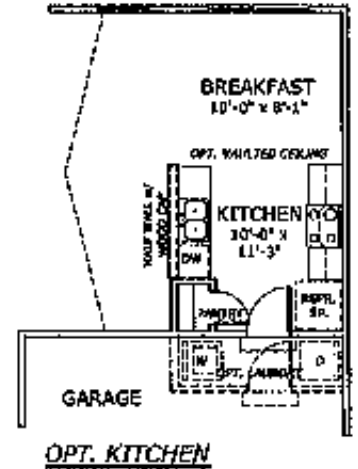
**OPT. 4'-0" REAR EXTENSION
W/ 3 BEDROOM OPTION ONLY**



OPT. 3 BEDROOM PLAN



FIRST FLOOR PLAN



BUILT BY McCLIDE & SON HOMES, INC.

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THE BAYSIDE SERIES

ASPEN II

Ranch | 3 Bedrooms | 2 Full Baths



TRADITIONAL II



CRAFTSMAN



FARMHOUSE



COLONIAL II



ENGLISH COLONIAL III

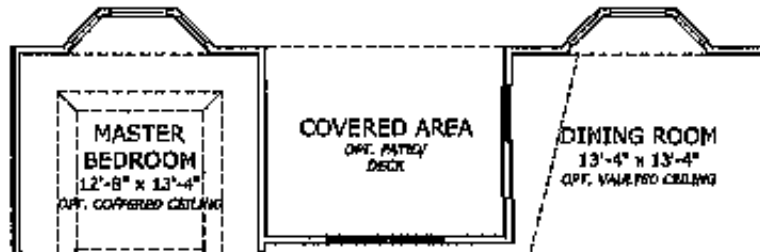


RUSTIC FARMHOUSE



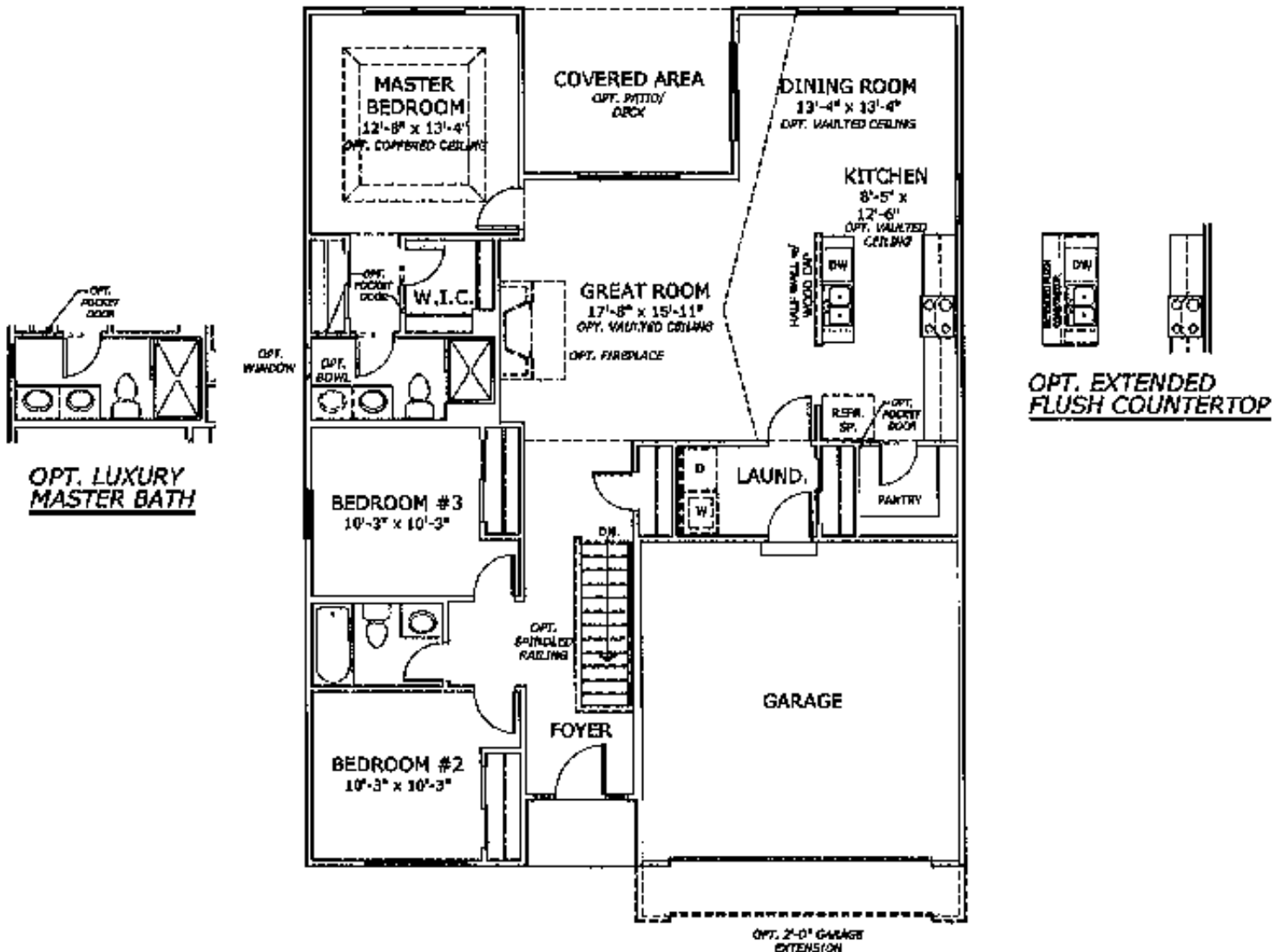
CLASSIC

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



OPT. BAY WINDOW
@ MASTER BDRM.

OPT. BAY WINDOW
@ DINING ROOM



FIRST FLOOR PLAN

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THE BAYSIDE SERIES

BERWICK

Two Story | 3 Bedrooms | 2 Full Baths | 1 Half Bath



CLASSIC



COUNTRY II



FARMHOUSE



CRAFTSMAN

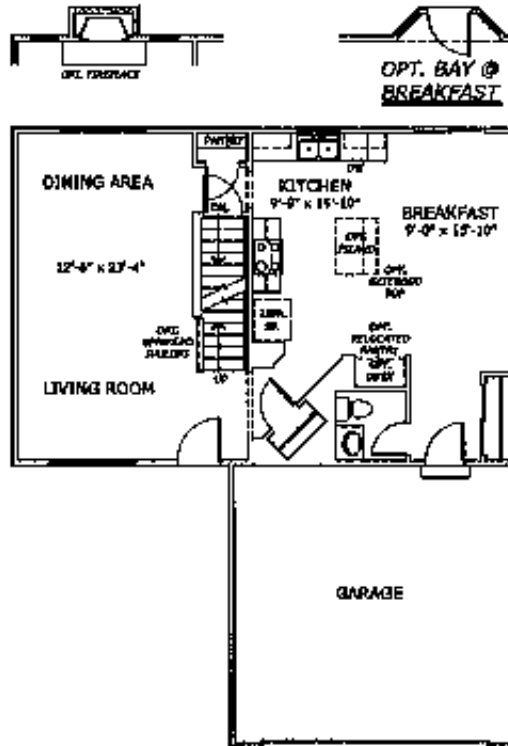


TUDOR

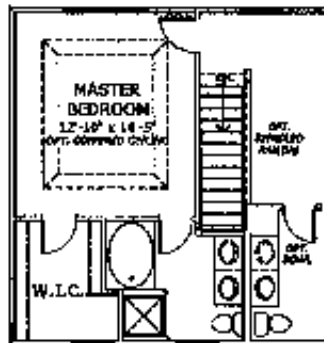


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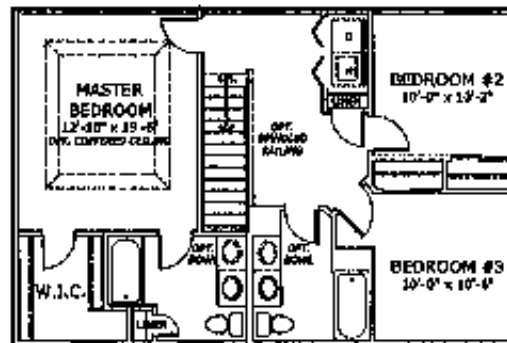
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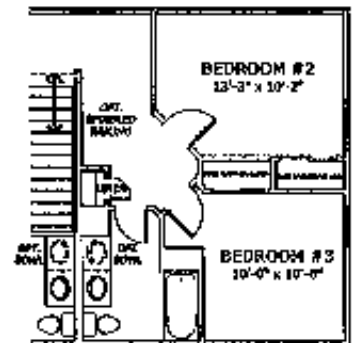
FIRST FLOOR PLAN



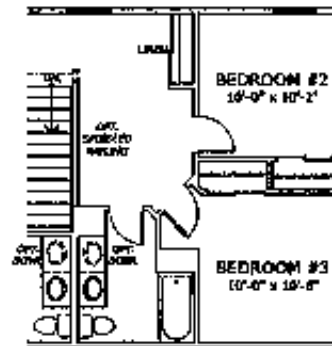
OPT. LUXURY
MASTER BATH



SECOND FLOOR PLAN



OPT. 2ND FLR. PLAN w/
ENLARGED BEDROOM #2



2ND FLR. PLAN w/
OPT. 1ST FLR. OR
OPT. BSM'T. LAUNDRY

BUILT BY HARBOR HOMES, INC.

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THE BAYSIDE SERIES

MAPLE

Ranch | 2 or 3 Bedrooms | 2 Full Baths



COUNTRY COLONIAL



CRAFTSMAN



COLONIAL



PROVINCIAL

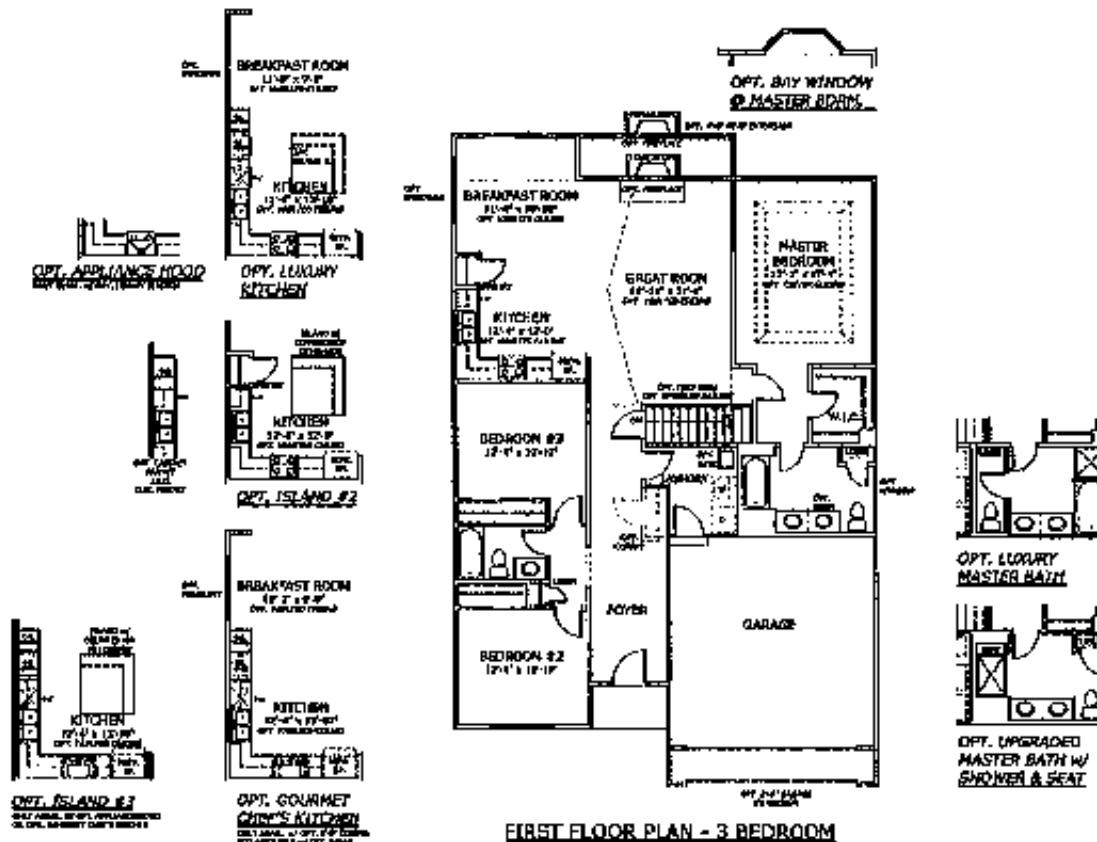
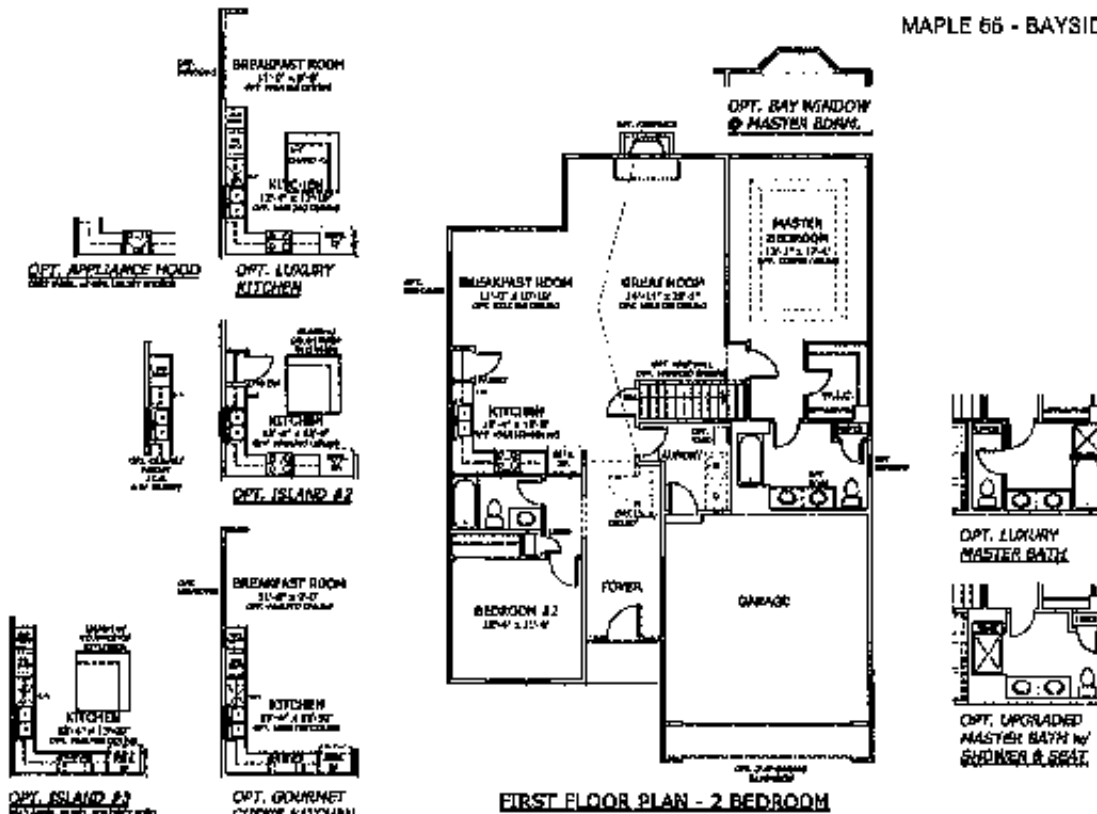


FARMHOUSE



RUSTIC FARMHOUSE

**MCBRIDE
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THE BAYSIDE SERIES

ROYAL II

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



COUNTRY COLONIAL



FARMHOUSE



PROVINCIAL



RUSTIC FARMHOUSE



RUSTIC CRAFTSMAN

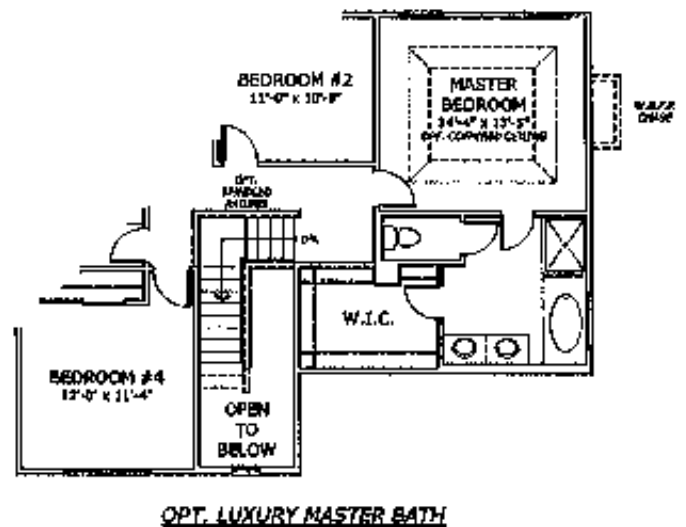
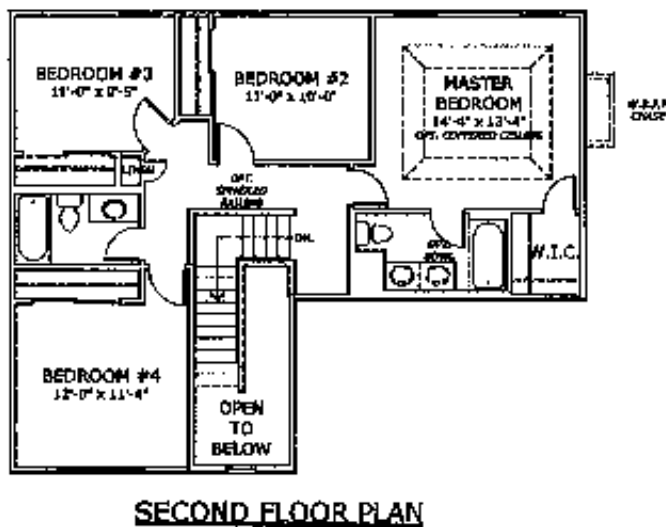
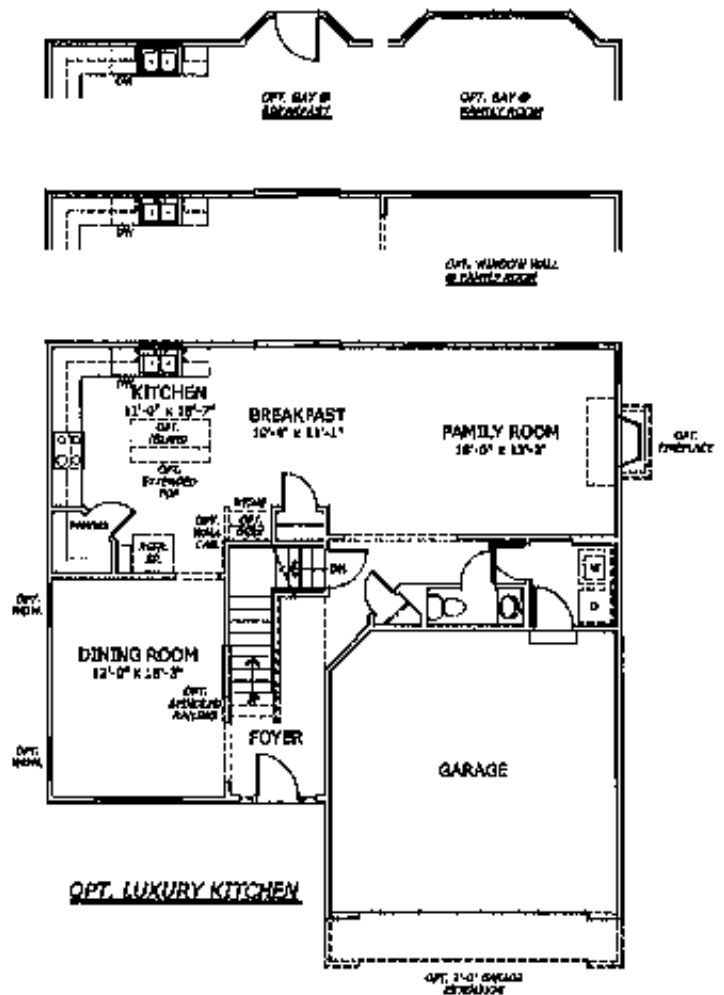
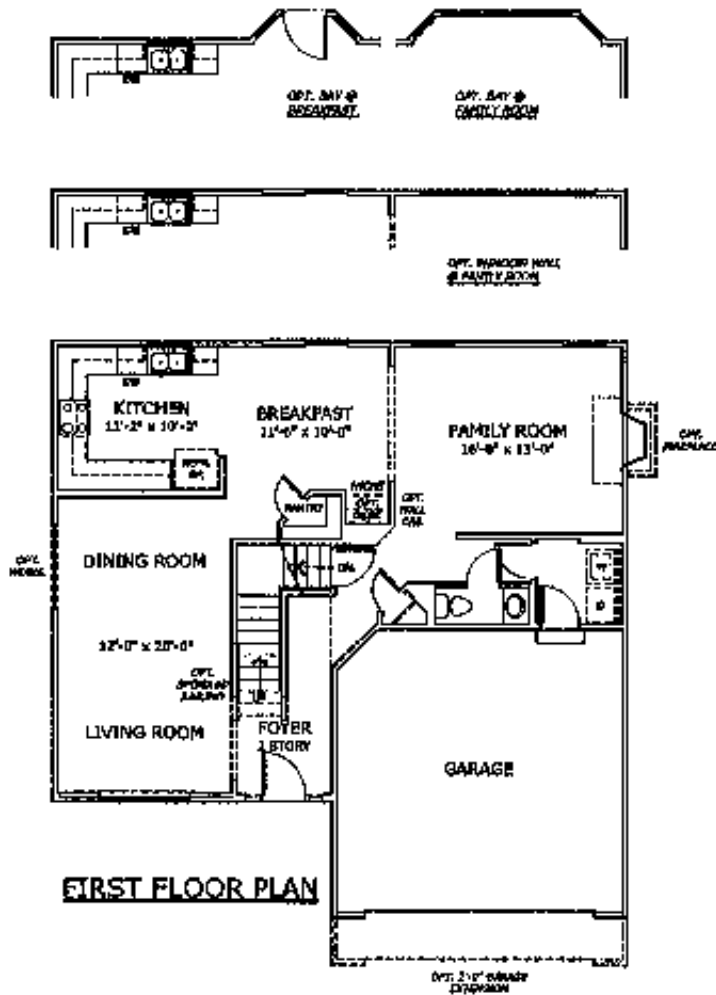


COLONIAL



RENAISSANCE

**MCBRIDE
HOMES**
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WHAT IF MATHS DIDN'T EXIST?

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THE BAYSIDE SERIES

STERLING

Two Story | 4 Bedrooms | 2 Full Baths | 1 Half Bath



CLASSIC



COUNTRY



TRADITIONAL



FARMHOUSE

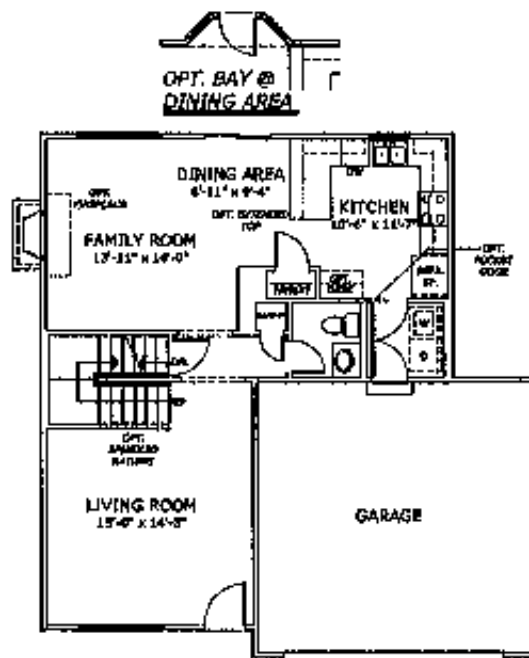


CRAFTSMAN

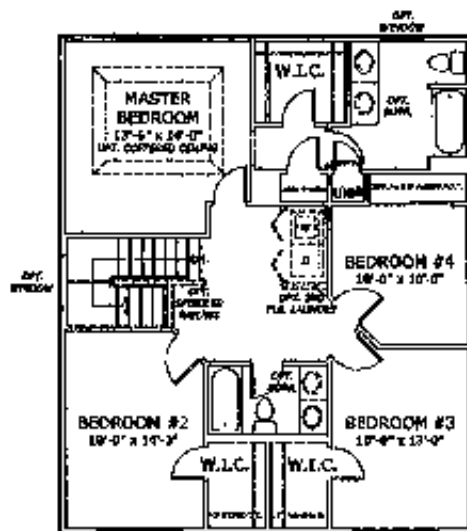
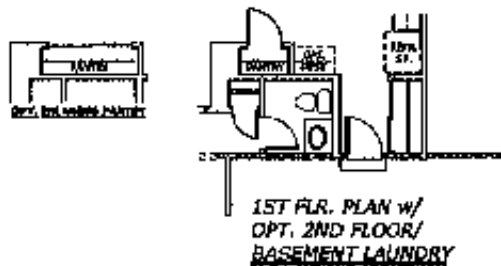


RUSTIC CRAFTSMAN

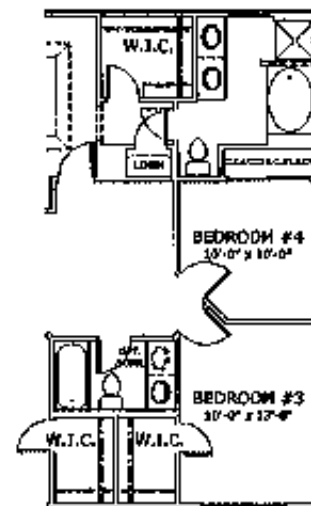
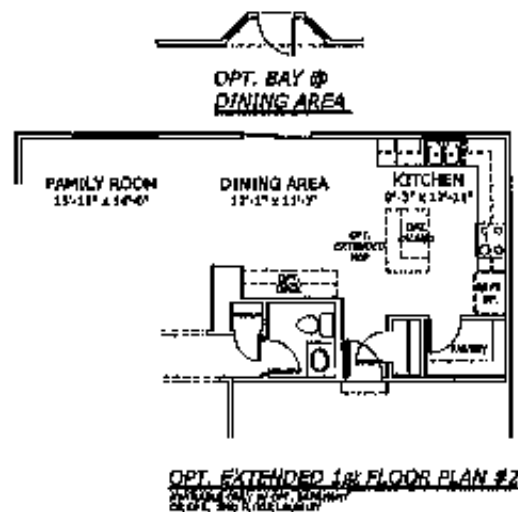
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FIRST FLOOR PLAN



SECOND FLOOR PLAN



OPT. LUXURY
MASTER BATH

WILLY B. FLEISCHER & SONS, INC.

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THE HERITAGE SERIES

BURLINGTON

Two Story | 2 or 3 Bedrooms | 2 Full Baths | Optional Half Bath



Traditional 2 Bedroom



Colonial 2 Bedroom

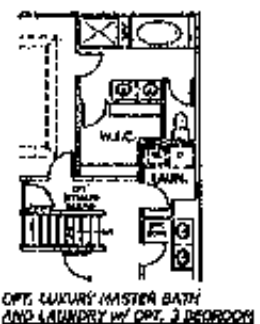
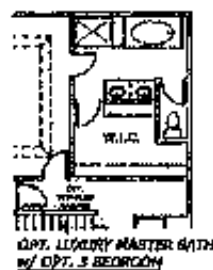
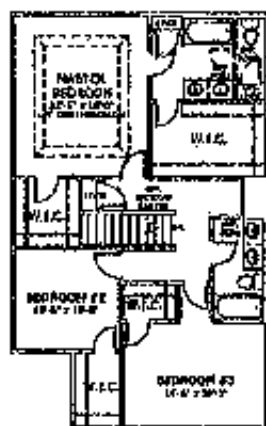
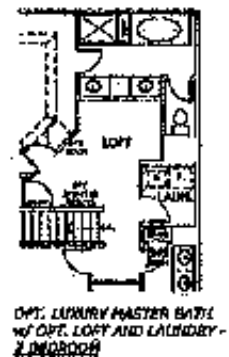
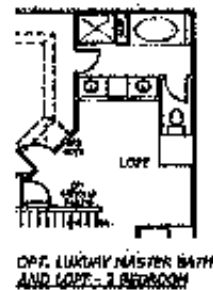
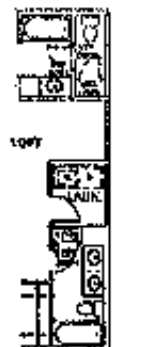
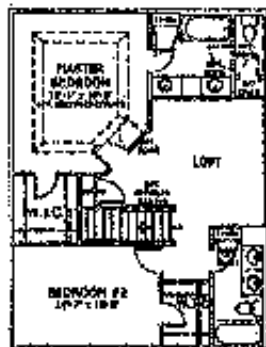
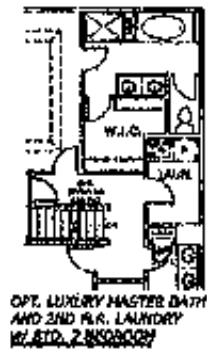
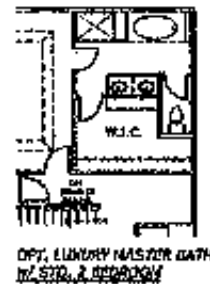
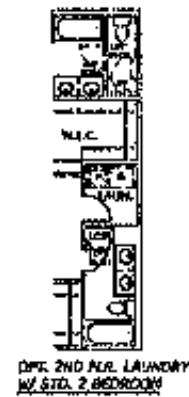
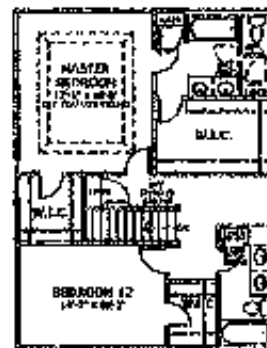
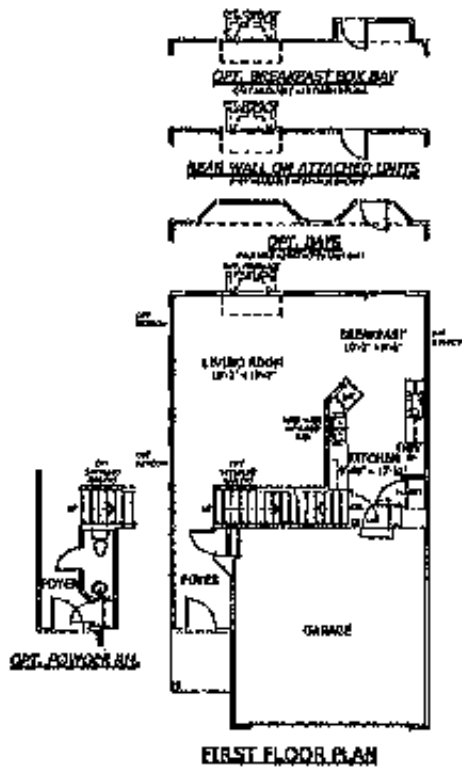


Traditional 3 Bedroom



Colonial 3 Bedroom





DESIGNED BY SHORESIDE HOMES, INC.

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THE HERITAGE SERIES

ARLINGTON

Two Story | 2 or 3 Bedrooms | 2 Full Baths | Optional Half Bath



Elevation A - Traditional 2 Bedroom Detached



Elevation C - Colonial 2 Bedroom Detached



Elevation H - Classic 2 Bedroom Detached



Elevation G - Traditional II 2 Bedroom Detached



Elevation D - Traditional 3 Bedroom Detached



Elevation F - Colonial 3 Bedroom Detached

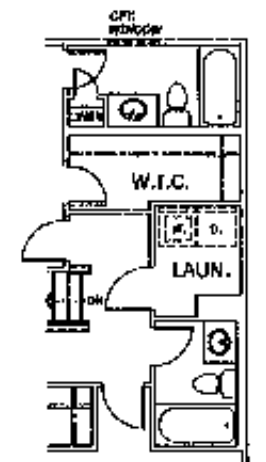
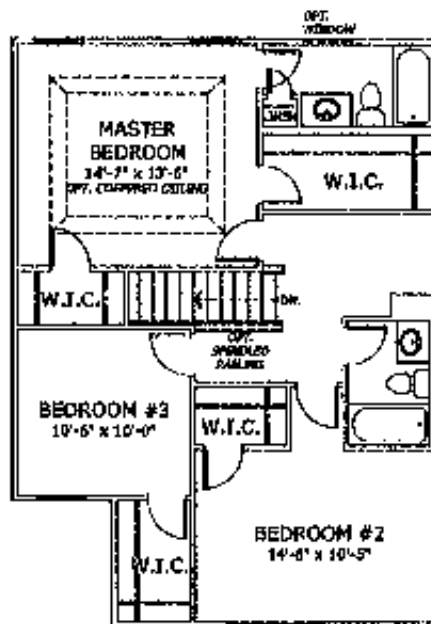
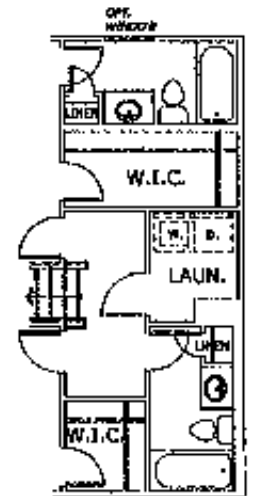
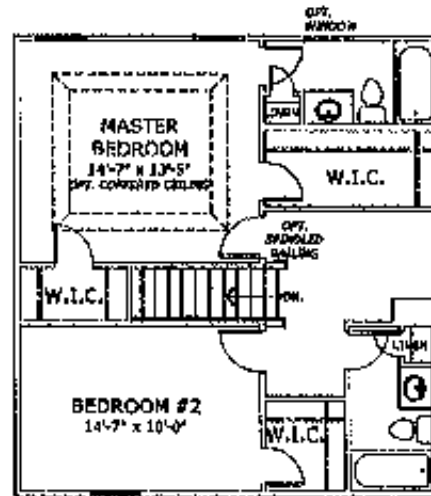
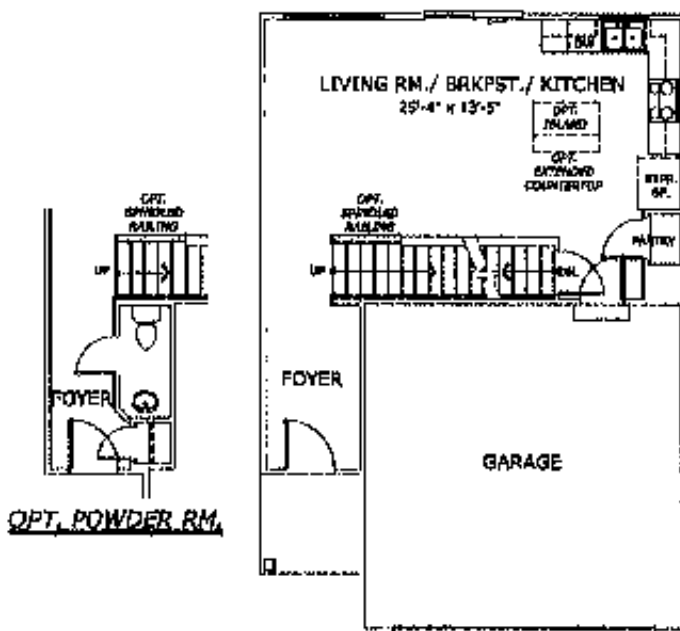
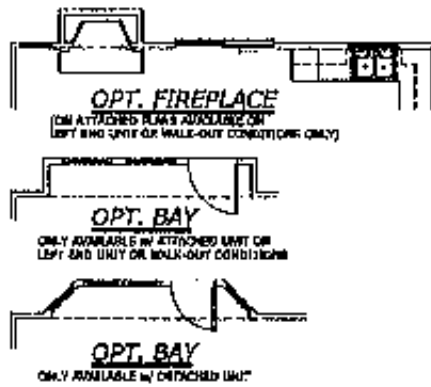


Elevation K - Classic 3 Bedroom Detached



Elevation J - Traditional II 3 Bedroom Detached

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HOMES**
Missouri's Largest Homebuilder



BUILT BY McBRIDE HOMES, INC.

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THE HERITAGE SERIES

BELMONT

1.5 Story | 3 Bedrooms | 2 Full Baths | Optional Half Bath



Classic



Colonial



Traditional



Modern Farmhouse



Craftsman



Rustic Craftsman

**MCBRIDE
HOMES**
Missouri's Largest Homebuilder



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