

AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – MARCH 12, 2026
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

CITY ADMINISTRATOR REPORT.

STAFF REPORTS.

- DAVID BOVA - COMMUNITY DEVELOPMENT
- AARON SMITH – TOURISM

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 – February 26, 2026
- Minutes – Board of Aldermen – Closed Session – February 26, 2026.
- **RESOLUTION 2026-25.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI STATING INTENT FOR THE STE. GENEVIEVE TOURISM DEPARTMENT TO APPLY FOR A GRANT WITH THE WILLIAM G POMEROY FOUNDATION FOR A NATIONAL REGISTER MARKER TO BE PLACED AT THE SOUTHWEST CORNER OF MAIN STREET AND MERCHANT STREET (100 MERCHANT STREET).
- **RESOLUTION 2026 -26.** A RESOLUTION AUTHORIZING THE CITY CLERK AND CITY TREASURER TO ENTER INTO AN ORGANIZATION RESOLUTION AND AGREEMENT FOR THE CITY CREDIT CARD PROGRAM WITH UMB BANK.
- **RESOLUTION 2026-27.** A RESOLUTION RE-APPOINTING JOAN TROEH TO THE STE. GENEVIEVE BOARD OF ADJUSTMENT.

OLD BUSINESS.

BILL NO. 4708. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH Y. PR AGENCY TO DEVELOP AN EMAIL MARKETING NEWSLETTER FOR THE CITY OF STE. GENEVIEVE TOURISM DEPARTMENT. **2ND READING.**

BILL NO. 4709. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BRIAN HAWKINS FOR A FILM EXHIBITOR'S LICENSE FOR THE FILM "CHASSE GALERITE". **2ND READING.**

NEW BUSINESS.

BILL NO. 4710. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE COUNTY 911 TAX EMERGENCY SERVICES BOARD FOR THE BOARD TO PROVIDE 911 DISPATCHING SERVICES. **1ST READING.**

BILL NO. 4711. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH MCBRIDE LAND GROWTH LLC. **1ST READING.**

BILL NO. 4712. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2026 BUDGET RELATING TO THE VARIOUS REVENUE AND EXPENDITURE INCREASES. **1ST 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 on 03/09/2026



CITY ADMINISTRATOR REPORT

March 12, 2026

1. Bid openings for Prop S Phase II are Thursday, March 12th. I should have some information for our meeting.
2. SRI, the mobile app walking tour vendor, will be hosting a public meeting at City Hall, on Thursday, March 19th, at 5pm.
3. We have drafted a Transient Tax Intergovernmental Agreement with the County. Their attorney is finalizing the agreement and plans to have it to us Thursday or Monday.
4. Downtown Ste. Gen. has agreed to include the annual Christmas Festival as one of their annual events.
5. 2025 TIF Sales Tax payments will be issued this week.
6. Chamber Gala this year will be April 10th – please let me know if interested in attending.

City of
S^{TE} GENEVIÈVE
MISSOURI

Community Development
March 2026 Staff Report

2/7/25 – 3/6/25

Historic Preservation – Heritage Commission

- Met Feb. 23 – 2 COAs approved
- Next meeting – 3/16
- 2024 HP grant application – mobile app walking tour – agreement signed by city – received 5 submittals for RFP, selected Statistical Research, Inc. – public meeting postponed until March

Building Department / Code Enforcement

- Occupancy Permits / Inspections 35
- Building Permits Issued 9
- Demolition Permits 0
- Sign Permits 2
- Chicken Permits 1 (renewal)
- Special Use Permits 0
- Sidewalks – repairs / replacement assessments for 2026 during March / April

Comprehensive Plan

- Comp Plan -Annexation Committee to meet again in late March

Planning & Zoning

- No meeting in March
- Next scheduled meeting – 4/2
- Staff preparing report on data centers / server farms

City / County Cooperation

- Tourism / Economic Development – Provided \$5k in '23 & '24 / discussion of forming CVB type organization with County & Chamber / County partnered w/ City for Parkland REDI membership for '24 / Bill passed by Mo legislature to allow increasing of transient guest tax on local ballot – signed by Governor 7/11/25 – HB199 allows county to place transient guest tax of up to 6% on the ballot – County plans to place lodging tax on April ballot – City & County working on Intergovernmental Agreement to expend tourism tax revenue
- Progress Parkway property – county provided assistance to IDC for infrastructure – 12/3-met with IDC & County to confirm County still committed to infrastructure assistance

- FLAP Grant (N 4th Street bridge) – cost has risen to approximately 950k (originally 750k) now & county has asked for assistance from city / Federal grant – now requires historic resources survey – tentative construction in Spring 2026 (originally 2025) – met with County on 1/22 to discuss citizen concerns and get update - County engineers now in preliminary plan stage
- 911 Tax Board created (includes City officer) – payments from City & Amb. District to continue until new infrastructure installed and paid; potentially 4-5 years ('27-'28) / City portion of dispatching services lowered in FY25 / City portion lowered further in FY26 / currently working with 911 board on renewing IGA – new IGA on 3/12 agenda
- Improvements to Ferry Landing – UP asked for \$10k per year lease for grounds for improvement or purchase at minimum \$50k; UP will not accept a zero-dollar lease. City also working with Port Authority and others to try and help Ferry remain financially viable – funds run out end of June – 5311 funds approved for FY26 but those are matching funds and Ferry continues to look for source for those to match those funds – will receive state funding but not until August or September – Board agreed to assist Ferry with temporary access to funds - \$9,475.61 in expenses reimbursed – Ferry has received 88k from MODOT for FY26 and have been approved for \$100k 5311 funds – Illinois has committed 88k to the Ferry also but they are working on details

Board of Adjustment

- Nothing new to report

Floodplain Management

- Current long range forecasts show 47% chance of Minor Flooding in Mar-Apr-May.
- Current long range forecasts show 36% chance of Moderate Flooding in Mar-Apr-May.
- Current long range forecasts show 10% chance of Major Flooding in Mar-Apr-May.
- Current river stage (3/9)) is 12.66'; expected to rise to 16.10' by end of next week.
- Ferry is currently open.

Property Maintenance

- Nuisance Property Issues 5
- Vegetation Nuisance Issues 0
- Code Violation Issues 2
- Sidewalk Issues 2

ST^E GENEVIÈVE

MISSOURI

TOURISM REPORT

Transient Tax

- Get out and Vote on April 7th
- Tax not paid by residents. Will raise revenue collected from \$83k to \$150k annually. Perry County 6%, St. Francois County 5%, Jefferson County consolidating under 5% countywide tax.
- It's a chance to bring tax dollars home through state matching grants - working with state to increase our limit - currently leaving about \$30,000 on the table with other grant opportunities coming.
- Will use this tax to make the city and county a more unified destination - wanting to subsidize initiatives to transport visitors from city to county assets.

Website visits up 165% over last year:

- 2025 was up 120% over 2024
- Thrilling to see we haven't plateaued and are looking stronger than last year
- Possible reasons include:
 - brand awareness growing - not plateaued - shows we have good assets
 - better creative work on McDaniels campaign
 - Additional SEM campaign through state grant
 - Refreshment of Brand USA page with State/Travel for FIFA looming
 - travel trending domestic/affordable for US

GA4 2026 YTD Summary

- Total Unique Users 15,476 (+165.68% -vs- 2025)
- Sessions 18,191 (+167.2% -vs- 2025)
- Engaged Sessions 17,726 (+169.43% -vs- 2025)
- Engagement Rate 97.44% (+0.88% -vs- 2025)
- #3 Traffic Source is Organic Search 4,166 unique users (-1.65% -vs- 2025)

**MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – FEBRUARY 26, 2026**

CALL TO ORDER. Mayor Keim called the Ste. Genevieve Board of Aldermen meeting 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:

Mayor Brian Keim	
Alderman Amie Dobbs	Alderman Patrick Fahey
Alderman Bob Donovan	Alderman Sam Hughey
Alderman Jeff Eydmann	Alderman Joe Prince
Alderman Joe Steiger	

Absent: Alderman Teddy Ross

APPROVAL OF AGENDA. A motion by Alderman Prince, second by Alderman Eydmann to approve the amended agenda as presented. Motion carried 7-0-1 with Alderman Ross absent.

PRESENTATION/AWARDS. None.

PERSONAL APPEARANCE. At this time Mr. Jimmie Donze, Municipal Band President presented the Ste. Genevieve Municipal Band Annual Report for FY 2025.

CITY ADMINISTRATOR REPORT. (see attached report)

STAFF REPORTS.

- **DANIEL HALEK – POLICE CHIEF (see attached report)**
- **COREY LITTERST – ALLIANCE WATER RESOURCES (see attached report)**

PUBLIC COMMENTS. The following individuals addressed the Mayor and Board of Aldermen expressing their concern with the 287(g) Agreement between the City and the United States Department of Homeland Security US Immigration and Customs Enforcement: Heidi Walker, Asa Lemmons, Joyce Shoemaker, Ginger Ohlman and Wayne Gruesling.

CONSENT AGENDA.

- Minutes – Board of Aldermen – Regular Meeting – February 12, 2026
- Minutes – Board of Aldermen – Work Session – February 12, 2026
- Treasurers Report – January 2026
- **RESOLUTION 2026 -23.** A resolution of the City of Ste. Genevieve, Missouri stating intent to apply for a Missouri Department of Natural Resources Grant for FY2026 to update the Historic Date GIS Layer for Historic Ste. Genevieve.
- **RESOLUTION 2026-24.** A resolution of the City of Ste. Genevieve, Missouri stating intent for the Ste. Genevieve Police Department to apply for a grant with the Missouri Department of Transportation traffic Safety Officer Match.

A motion by Alderman Steiger, second by Alderman Donovan to approve the Consent Agenda as presented. Motion carried 7-0-1 with Alderman Ross absent.

OLD BUSINESS.

BILL NO. 4705. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUPERIOR ROOFING STRATEGIES LLC FOR THE “WATER TREATMENT FACILITY ROOF REPAIRS PROJECT” IN AN AMOUNT OF \$28,757.88. 2nd READING. A motion by Alderman Prince, second by Alderman Steiger, Bill No. 4705 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 Jeff Eydmann, Alderman Parick Fahey, Alderwoman Amie Dobbs, Alderman Joe Prince and Alderman Sam Hughey. Nays: None. Absent: Alderman Teddy Ross. Abstain: Alderman Bob Donovan. Motion carried 7-0-1-1. Thereupon Bill No. 4705 was declared Ordinance No. 4627 signed by the Mayor and attested by the City Clerk.

At this time Alderman Donovan made a motion to amend the Minutes of the Ste. Genevieve Regular Board of Aldermen Meeting under New Business Bill No. 4705, first reading to show that he abstained from the vote, second by Alderman Prince. Motion carried 7-0-1 with Alderman Ross absent.

BILL NO. 4707. AN ORDINANCE TO AMEND SECTION 112.020 CUSTODIAN DESIGNATED - RESPONSE TO REQUEST FOR ACCESS TO RECORDS OF THE ORDINANCES OF THE CITY OF STE. GENEVIEVE, MISSOURI. 2nd READING.

A motion by Alderman Donovan, second by Alderman Prince, Bill No. 4707 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 Jeff Eydmann, Alderman Parick Fahey, Alderman Bob Donovan, Alderwoman Amie Dobbs, Alderman Joe Prince and Alderman Sam Hughey. Nays: None. Absent: Alderman Teddy Ross. Motion carried 7-0-1. Thereupon Bill No. 4706 was declared Ordinance No. 4628 signed by the Mayor and attested by the City Clerk.

NEW BUSINESS.

BILL NO. 4708. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH Y. PR AGENCY TO DEVELOP AN EMAIL MARKETING NEWSLETTER FOR THE CITY OF STE. GENEVIEVE TOURISM DEPARTMENT. 1ST READING. A motion by Alderman Steiger, second by Alderman Eydmann, Bill No. 4708 was placed on its first reading, read by title only, considered and passed by an 7-0-1 vote of the Board of Alderman with Alderman Ross absent.

BILL NO. 4709. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BRIAN HAWKINS FOR FILM EXHIBITOR'S LICENSE FOR THE FILM "CHASSE GALERITE". 1ST READING. A motion by Alderman Steiger, second by Alderman Prince, Bill No. 4709 was placed on its first reading, read by title only, considered and passed by an 7-0-1 vote of the Board of Alderman with Alderman Ross absent.

OTHER BUSINESS. Alderman Steiger reported that he recently spoke with Chris the director at the YMCA and all is going good at the Y but there was a misunderstanding circulating concerning the Riverdogs baseball program but has since been resolved.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. Alderman Donovan asked if the Public Comment section on the agenda has been extended beyond the five minutes. Mayor Keim stated that it states on the agenda that it is encouraged to try and keep the comments per person under five minutes. After some discussion amongst the Board, it was decided that Mayor Keim will mention before that portion of the agenda that it is suggested to try and keep comments under five minutes.

CLOSED SESSION. A motion by Alderman Prince, second by Alderman Donovan to go into closed session pursuant to section 610.021 RSMo (1) Legal Actions and (12) Negotiated contract. Motion carried 7-0-1 with the following roll call vote: Ayes: Alderwoman Dobbs, Alderman Fahey, Alderman Donovan, Alderman Hughey, Alderman Eydmann, Alderman Steiger and Alderman Prince. Nays: None. Absent: Alderman Ross. 6:45 p.m.

ADJOURNMENT. With no further business Mayor Keim adjourned the meeting at 7:38 p.m.

Respectfully submitted by,

Pam Meyer
City Clerk

RESOLUTION 2026 - 25

A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI STATING INTENT FOR THE STE. GENEVIEVE TOURISM DEPARTMENT TO APPLY FOR A GRANT WITH THE WILLIAM G. POMEROY FOUNDATION FOR A NATIONAL REGISTER MARKER TO BE PLACED AT THE SOUTHWEST CORNER OF MAIN STREET AND MERCHANT STREET (100 MERCHANT STREET).

WHEREAS, the Ste. Genevieve Tourism Department has an opportunity to seek a grant from the William G. Pomeroy Foundation Historic Marker Grant Program for a sign to be placed at the southwest corner of Main & Merchant Streets (owned by the City of Ste. Genevieve) located near the pergola (100 Merchant Street); and

WHEREAS, this a non-matching grant and the William G. Pomeroy Foundation will pay for the marker, pole and shipping with the City having to do the installation of the marker.

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

SECTION ONE: The Tourism Director is hereby authorized to prepare and submit an application to fund 100% of the total qualifying costs as set forth in such application and directed to take such action as necessary to implement this Resolution.

SECTION TWO: This resolution is in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 12th DAY OF MARCH, 2026.

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

David Bova, City Administrator

3/12/2026

I, Mayor of the City of Ste. Genevieve, do verify that the City owns the property at 100 Merchant St., Ste. Genevieve, MO 63670, and I give City of Ste. Genevieve Tourism Dept. permission to install a National Register marker on the property should they receive funding from the William G. Pomeroy Foundation.

Sincerely,

Brian Keim
Mayor, City of Ste. Genevieve



**CHURCH OF
OUR LADY OF KAZAN**
HAS BEEN PLACED ON THE
**NATIONAL REGISTER
OF HISTORIC PLACES**
IN 2016
BY THE UNITED STATES
DEPARTMENT OF THE INTERIOR
WILLIAM G. POMEROY FOUNDATION 2019

BISBEE MILL
HAS BEEN PLACED ON THE
NATIONAL REGISTER
of
HISTORIC PLACES
IN 2005
BY THE UNITED STATES
DEPARTMENT OF THE INTERIOR
WILLIAM G. POMEROY FOUNDATION 2023
493

RESOLUTION 2026 -26

A RESOLUTION AUTHORIZING THE CITY CLERK AND CITY TREASURER TO ENTER INTO AN ORGANIZATION RESOLUTION AND AGREEMENT FOR THE CITY CREDIT CARD PROGRAM WITH UMB BANK.

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

Whereas, the City Clerk, Pam Meyer and City Treasurer, Sue Schweiss are requesting permission to act on behalf of the City of Ste. Genevieve and requesting to be added as contacts to the City credit card with UMB Bank in order to conduct business as needed when it comes to the billing and use of the City's UMB Bank Credit Cards; and

Whereas, the City Clerk prepares all commissions and other official documents which the Mayor is required to issue and is the recordkeeper for the City of Ste. Genevieve; and

Whereas, the City Treasurer is responsible to pay over all monies, bonds, or other obligations of the City of Ste. Genevieve on warrants or orders duly drawn, passed or ordered by the Board of Aldermen and signed by the Mayor and attested by the City Clerk; and

Whereas, UMB Bank is requesting the attached agreement (Exhibit "A") be approved by the Ste. Genevieve Board of Aldermen authorizing City Clerk, Pam Meyer and City Treasurer, Sue Schweiss permission to be the contacts on the UMB Bank cards.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS 12TH DAY OF MARCH, 2026.

Approved as to form:

BRIAN KEIM, MAYOR

MARK BISHOP, CITY ATTORNEY

ATTEST:

Reviewed by:

PAM MEYER, CITY CLERK

DAVID BOVA , CITY ADMINISTRATOR

**ORGANIZATION RESOLUTION AND AGREEMENT
FOR CREDIT CARD PROGRAM**

Pam Meyer, who is the undersigned Recordkeeper for City of Ste. Genevieve, (the "Organization"), a Municipal Government (type of entity) organized under the laws of Missouri (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on March 12, 2026 (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that Sue Schweiss is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and receipted for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this 12 day of March, 2026.

RECORDKEEPER
Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement

Signature
Name: Pam Meyer
Title: City Clerk

ADDITIONAL OFFICER
Signature by Second Person, certifying to incumbency of Recordkeeper

Signature
Name: Sue Schweiss
Title: City Treasurer

Affix Seal, if required by Organization's governing documents.

RESOLUTION 2026-27

A RESOLUTION RE-APPOINTING JOAN TROEH TO THE STE. GENEVIEVE BOARD OF ADJUSTMENT.

WHEREAS, the Mayor advises the Board of Aldermen that Joan Troeh, 164 N. Fourth Street, has agreed to be re-appointed to serve on the Ste. Genevieve Board of Adjustment.

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

Section 1. That the Board of Aldermen consent and do hereby re-appoint Ms. Joan Troeh to the Ste. Genevieve Board of Adjustment this 12th day of March, 2026 for a five year term that will be effective April 1, 2026.

That the Mayor shall make this appropriate appointment to this Board and that the City Staff and officials are directed to take such actions as necessary to implement this Resolution.

Done and approved this 12th day of MARCH, 2026.

Approved by:

Brian Keim, Mayor

City Attorney, Mark Bishop

Attest:

Reviewed by:

Pam Meyer, City Clerk

Daivd Bova, City Administrator

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH Y. PR AGENCY TO DEVELOP AN EMAIL MARKETING NEWSLETTER FOR THE CITY OF STE. GENEVIEVE TOURISM DEPARTMENT.

WHEREAS, the City of Ste. Genevieve ("City") sought quotes for a qualified company to develop an Email Marketing Plan ("Plan") to be used by the Ste. Genevieve Tourism Dept.; and

WHEREAS, a request for quotes was sought and received from 3 marketing firms; and

WHEREAS, out of the 3 companies that submitted quotes to develop the Plan, Y. PR LLC ("Y.PR") was the lowest responsible bidder; and

WHEREAS, Y.PR has submitted an agreement (Exhibit A) to develop the Plan, and the City Budget for FY 2026 Line Item 10-18-6015 contains appropriate resources to carry out the goals of the proposed agreement; and

WHEREAS, City officials have reviewed the agreement in conjunction with the proposal to perform the Plan development; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to accept the agreement (Exhibit A) attached hereto and made part of this ordinance.

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

SECTION 1. The Board of Aldermen hereby authorize and direct the City Administrator to execute and deliver the attached agreement on behalf of the City with Y. PR LLC of Ste. Genevieve, MO; the agreement/proposal is hereby accepted and approved in substantially the form of Exhibit "A" attached hereto.

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

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

DATE OF FIRST READING: February 26, 2026

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ___ DAY OF _____, 2026 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

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

___ Ayes ___ Nays ___ Absent

Approved as to form:

Mayor, Brian Keim

City Attorney, Mark Bishop

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator



Y. PR Agency | City of Ste. Genevieve

Date: 2/10/2026
Client Information: Brian Keim & Aaron Smith
Client Contact: City of Ste. Genevieve
Project Objective: Email Marketing
Y. PR Agency: Amanda Delahanty
Start Date: Monday, March 2, 2026
End Date: Monday, March 1, 2027

1. Scope of Services:

Y. PR LLC (hereafter "Counsel") will perform the following services for City of Ste. Genevieve (hereafter "Client"). This outline of services may be changed in a written amendment signed by both parties involved.

The Term of the Agreement ("Term") shall begin on the Start Date once both parties have signed and payment has been provided to Y. PR LLC.

2. Scope of Work:

Counsel will work directly with the Client and selected members of City of Ste. Genevieve's Executive Team to oversee email marketing for Client.

Email Marketing

- (1) Newsletter per month
- End of Month Report & Analytics
- Development of (3) Automated Workflows: "Welcome Series"
 - Email 1: Welcome to Ste. Genevieve - come see what makes our town special! (consolidated highlight of our visitor guide in an email with a prompt to download the Visit Ste Gen app and follow social media accounts)

- Email 2: How to spend the perfect weekend with us! (highlight dining, shoppings, and attractions)
- Email 3: When to Visit (seasonal highlights and upcoming events)

If additional services are requested by the Client, Counsel will provide the Client an amendment.

3. Payment

In exchange for the consultation services provided hereunder, the Client shall pay Counsel as follows:

- I. *Deposit*
Upon signing this agreement, a deposit of \$300.00 will be due.
- II. *Monthly Retainer Installments*
Starting Wednesday, April 1, 2026, the total monthly retainer of \$300.00 will be due on the 1st of every month.
- III. *Hourly Fee*
Consultation services exceeding six (6) hours in any single month shall be charged at the rate of Seventy-Five Dollars (\$75.00) per hour; and pre approved in advance by Client.
- IV. *Payment*
Invoices for particular payments shall be delivered by Counsel to Client by the first of the month in which particular payments are due. Other than the initial fee payment all payments are due no later than the fifteenth of the month for invoices that have been timely delivered.

Undisputed payments thirty (30) days past due will be charged a late fee at the rate of 3% of the outstanding balance per month. Notwithstanding anything to the contrary, in no event will the Client be obligated to make a payment until the Client has received a timely invoice requesting such payment. Invoices shall be sent by email to:

Aaron Smith
asmith@stegenevieve.gov

- V. *Payment Method*
Client will be provided a direct link for all payments to be made electronically via Quickbooks. There is no fee for bank transfers, however if Client wishes to pay via credit card or PayPal, there is a 2.99% processing fee that will be applied to each transaction. If other payment methods are required, please notify Counsel prior to executing this agreement.

4. Additional Conditions of Agreement:

Either party may terminate this Agreement for any reason given fourteen (14) days written notice to the other. All payments are non-refundable.

Upon termination of the Contract, or earlier as requested by the Client, Counsel will deliver to the Client any and all material and property belonging to the Client.

Y. PR LLC agrees to maintain the confidentiality of all information related to the Client that may come to its attention during this assignment. Upon the Client's request, or termination of the Agreement, Counsel will promptly destroy or return to the Client all confidential information belonging to the Client in every form. All materials developed pursuant to this Agreement are the sole property of the Client.

Counsel represents and warrants that Counsel is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of the Agreement. If any such conflicts of interest apply, Counsel represents that it has already fully disclosed any and all such conflicts of interest to Client in writing for evaluation and obtained clearance. Counsel further certifies that Counsel will immediately provide notice of any such potential conflict(s) of interest that may arise during the period of the Agreement. Finally, Counsel will not knowingly infringe upon any copyright, patent, trade secret or other property right of any former client, employer or third party in performing the Agreement.

All out-of-pocket expenses including but not limited to delivery, parking, and third party printing and duplicating will be billed to the Client. Expenses shall be memorialized in timely invoices with charges greater than \$25.00 evidenced by a receipt. In no event shall the Client reimburse Counsel for expenses above a total amount of \$100.00 without the express, written consent of the Client, Brian Keim or Aaron Smith.

Notwithstanding anything to the contrary, the Parties agree that they will execute an amendment to this Agreement (or a separate agreement) stipulating the terms, including fees, of such design work.

Y. PR LLC agrees to indemnify and hold the Client, its officers, directors and employees harmless from and against any claims arising out of or relating to the Services performed and Deliverables rendered by Y. PR LLC.

Y. PR LLC is acting as an independent contractor to the Client under this Agreement. Neither Party shall have any right, power, or authority to bind or obligate the other, nor shall either hold itself out as having such right, power, or authority.

This Agreement constitutes the final agreement between the parties. All prior and contemporary negotiations and agreements on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The parties may amend this Agreement only by a written agreement of the parties.

We agree to the terms described above.

Brian Keim, *Mayor*
City of Ste. Genevieve

Amanda Delahanty, *Manager*
Y. PR LLC

Date

Date

BILL NO. 4709

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BRIAN HAWKINS FOR A FILM EXHIBITOR'S LICENSE FOR THE FILM "CHASSE GALERITE".

WHEREAS, the City of Ste. Genevieve Tourism Department would like to acquire a License to exhibit "Chasse Galerite" ("Film") as created by Brian Hawkins; and

WHEREAS, the Film will be exhibited at the Ste. Genevieve Welcome Center in the City of Ste. Genevieve; and

WHEREAS, the license fee shall not exceed one thousand four hundred dollars (\$1,400.00); and

WHEREAS, the Board of Aldermen believe this to be in the best interests of the Ste. Genevieve tourism marketing to approve the agreement.

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

SECTION 1. The Board of Aldermen hereby approves the agreement with Brian Hawkins of Harrisonville, MO in an amount not to exceed one thousand four hundred dollars (\$1,400.00) pursuant to Exhibit "A" for a film exhibition license.

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

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

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

DATE OF FIRST READING: February 26, 2026

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ____ DAY OF _____, 20__ BY A ROLL CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

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

___ Yes ___ No ___ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

EXHIBITION AGREEMENT

This Agreement is made and entered into as of March 12, 2026, by and between Artist Brian Hawkins ("licensor"), at 506 West Mechanic, Harrisonville, Mo., 64701, and Exhibitor, the City of Ste. Genevieve (licensee) regarding the exhibitor's use of the film "Chasse Galerite" for licensing purposes. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto hereby agree as follows:

1. Delivery and Return of Materials: Exhibitor acknowledges its receipt of the Film from Filmmaker, in a format acceptable to the Exhibitor (the "Deliverables").
2. Rights and Terms of Use:
 - a. Subject to and conditioned upon Exhibitor's payments pursuant to Paragraph 6 below, Filmmaker grants Exhibitor the non-exclusive right to exhibit the film.
 - b. For clarity, the Film may not be used, in whole or in part, in any advertisements and/or other marketing or promotional materials of any kind, without additional permission.
3. Territory: Ste. Gen Welcome Center, 66 S Main St., Ste. Genevieve, MO
4. Term: 1 year
5. The Fee: As full compensation for the rights granted herein, Exhibitor shall pay the filmmaker a non-refundable amount equal to one thousand four hundred dollars. The Fee shall be payable upon receipt of the master material.
6. Payments: All payments under this Agreement shall be made by check or wire transfer. If made by wire transfer, Filmmaker's Agent shall provide Exhibitor with appropriate wiring instructions. If made by check, such check shall be made payable to the Agent of the filmmaker, Iconic Linx LLC, and delivered to the Agent at 730 Riverside Drive, Suite 11D, New York, NY, 10031 (or such other address as the Agent may notify Licensee in writing).
7. Representations, Warranties and Indemnities:
 - a. Filmmaker represents and warrants to Exhibitor that he has the right to enter into this Agreement, that the filmmaker has the legal right to grant this license to the Exhibitor, and that Exhibitor shall not be required to pay any monies or other consideration to filmmaker or any other person, firm, or corporation for the rights and the exercise of the rights granted to Exhibitor hereunder.

Licensor shall indemnify and hold harmless Licensee and its licensees, assigns and affiliates, and each and all of their respective members, shareholders, officers, directors, employees, agents and representatives, from and against any and all third-party claims,

liabilities, suits, losses, damages, penalties, costs and expenses, including court costs and reasonable outside attorneys fees (collectively, "Claims"), resulting directly or indirectly from Licensor's breach of any of Licensor's representations, warranties or obligations hereunder.

b. Further, Licensee represents and warrants that Licensee has the full legal right and authority, free of all judgments, claims, and restrictions, to enter into and fully perform its obligations under this Agreement. Licensee shall defend, indemnify, and hold harmless Licensor, and its licensees, assigns and affiliates, and each and all of their respective members, shareholders, officers, directors, employees, agents and representatives, from and against any and all third-party Claims resulting directly or indirectly from: (i) any breach or alleged breach by Licensee of any of its representations, warranties or obligations hereunder; and/or (ii) Licensee's development, production, distribution, promotion, exploitation or other use of the Film, except insofar as such Claims are covered by the indemnity set forth in Paragraph 7(a) above.

8. Limitation of Liability. IN NO EVENT WILL EITHER PARTY HERETO BE LIABLE UNDER THIS AGREEMENT FOR INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, EVEN IF IT HAS NOTICE OF THE RISK OF SUCH DAMAGES. The only remedy available to either party hereto concerning the performance or nonperformance by the other of this agreement will be the recovery of actual damages.

9. Credit: Brian Hawkins

10. Governance:

a. This agreement (i) shall be governed by and construed and enforced in accordance with the laws of the State of New York (without giving effect to any of such State's principles regarding conflict of laws), (ii) embodies the sole and entire agreement of the parties in respect of, and supersedes all prior oral or written understandings between them concerning, the subject matter hereof, (iii) shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, estates, administrators and executors, (iv) may be executed in counterparts, all of which together shall constitute one and the same instrument, and (v) may not be canceled, amended, discharged or waived in whole or part except by a written instrument signed by all parties hereto; and

b. In respect of any claim (for losses, damages or otherwise), demand, lawsuit, legal proceeding or cause of action arising out of or relating to this agreement (an "Action"), each party hereto (i) agrees that it shall be brought solely in, and consents to the jurisdiction of, any State or Federal court located within New York County, New York, and (ii) irrevocably waives any objection to venue, or to the inconvenience of the forum, of any of the aforesaid courts. Notwithstanding the preceding sentence, if a party hereto is sued or joined by a third party, in any other court in any other forum, in respect of any matter that may give rise to an Action, then the parties hereto consent to the jurisdiction of such court or forum over such Action.

By their signatures below, the parties hereto agree to be bound by the foregoing terms and conditions as of the date first above written.

Brian Hawkins

City of Ste. Genevieve

By: _____

By: _____

An Authorized Signatory

An Authorized Signatory

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE COUNTY 911 TAX EMERGENCY SERVICES BOARD FOR THE BOARD TO PROVIDE 911 DISPATCHING SERVICES.

WHEREAS, sections 70.210 to 70.320 of the Revised Statutes of Missouri, as amended, allow political subdivisions of the state to contract and cooperate with each other for the planning, development, construction, acquisition, or operation of any public facility or for a common service; and

WHEREAS, the subject of this cooperation agreement is within the scope of the powers of the Board and the City; and

WHEREAS, Ste. Genevieve County had operated the 911 Dispatch Center for many years providing the City, County, and Ambulance District with 911 dispatch services for the efficient operation of the public safety services of the City of Ste. Genevieve; and

WHEREAS, the voters of Ste. Genevieve County approved a sales tax initiative for the operation of an emergency services system and with the passage of this sales tax initiative it also created the Board as a political subdivision which is now responsible to pay the costs of operating the St. Francois County Joint Communications Center for services provided to emergency service agencies in Ste. Genevieve County; and

WHEREAS, the Board has upgraded all 911 infrastructure including 3 new towers and new equipment to all 6 towers to improve first responder communications throughout the city and county; and

WHEREAS, said capital improvements have cost approximately \$3,000,000.00 in addition to rising operational costs; and

WHEREAS, the operational costs of the 911 Dispatch Services are now split across additional emergency service organizations including the Ste. Genevieve Fire District and the Ste. Genevieve County Fire District; and

WHEREAS, the Board has independently entered into an agreement with the St. Francois County 911 Board to pay the cost of operating the St. Francois County Joint Communications Center for services provided to all emergency service agencies in Ste. Genevieve County; and

WHEREAS, for the remainder of 2026 and through July 2028, the City has agreed to reimburse the Board for 911 dispatching services provided to the City; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve after careful review and discussion accept and enter into an Agreement with the Board, a copy of which is attached hereto as "Exhibit A" and incorporated by reference.

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

SECTION 1. The Mayor is hereby authorized and directed by the Board of Aldermen of the City of Ste. Genevieve, Missouri to execute and deliver this agreement on behalf of the City and the intergovernmental cooperation agreement is hereby accepted and approved in substantially the form of "Exhibit A" attached hereto.

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

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

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

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ___ DAY OF _____, 2026 BY A ROLL CALL VOTE OF THE BOARD OF ALDERMEN 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**

___ **Ayes** ___ **Nays** ___ **Absent**

Approved as to form:

Mayor, Brian Keim

City Attorney, Mark Bishop

ATTEST:

Reviewed by:

City Clerk, Pam Meyer

City Administrator, David Bova

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Agreement") is made and entered into as of this _ day of _____ 2026 ("Effective Date"), by and between the **Ste. Genevieve County 911 Tax Emergency Services Board**, a political subdivision of the State of Missouri (the "Board"), and the **City of Ste. Genevieve**, a municipal corporation and political subdivision of the State of Missouri (the "City").

WITNESSETH:

WHEREAS, Sections 70.210 to 70.320 of the Revised Statutes of Missouri, as amended, allow political subdivisions of the state to contract and cooperate with each other for the planning, development, construction, acquisition, or operation of any public facility or for a common service; and

WHEREAS, the subject of this cooperation agreement is within the scope of the powers of the Board and the City; and

WHEREAS, Ste. Genevieve County had operated the 911 Dispatch Center for many years providing the City, County and Ambulance District with 911 dispatch services for the efficient operation of the public safety services of the City of Ste. Genevieve; and

WHEREAS, the voters of Ste. Genevieve County approved a sales tax initiative for the operation of an emergency services system and with the passage of this sales tax initiative it also created the Board as a political subdivision which is now responsible to pay the costs of operating the St. Francois County Joint Communications Center for services provided to emergency service agencies in Ste. Genevieve County ; and

WHEREAS, the Board has upgraded all 911 infrastructure including 3 new towers and new equipment to all 6 towers to improve first responder communications throughout the city and county; and

WHEREAS, said capital improvements have cost approximately \$3,000,000.00 in addition to rising operational costs; and

WHEREAS, emergency service agencies located in Ste. Genevieve County will need to contribute funds for the operational costs of the 911 Dispatch Services through July 2028 to continue an efficient and effective service into the future for those agencies; and

WHEREAS, the operational costs of the 911 Dispatch Services are now split across additional emergency service organizations including the Ste. Genevieve Fire District and the Ste. Genevieve County Fire District; and

WHEREAS, the Board has independently entered into an agreement with the St. Francois County 911 Board to pay the cost of operating the St. Francois County Joint Communications Center for services provided to all emergency service agencies in Ste. Genevieve County; and

WHEREAS, for the remainder of 2026 and through July 2028, the City has agreed to reimburse the Board for the 911 dispatching services provided to the City.

NOW THEREFORE, in consideration of the above premises and of the mutual promises herein set forth and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Board and the City hereby agree as follows:

1. Costs of 911 Operations; January 2026--June 2028. Beginning January 1, 2026, the City agrees to pay the Board the sum of six thousand five hundred dollars (\$6,500) each month for the months of January 2026 through June 2028. Such funding shall be made a part of the City's annual budget for the applicable fiscal year.

2. Term of Agreement. The term of this Agreement shall be from the effective date through June 30, 2028.

3. Board's Obligation. The Board will provide 911 Dispatching services to City by contracting with St. Francois County 911 Board for those services.

4. Termination. This Agreement may be terminated by either party for any reason if notice has been given six months prior to the termination date. Nothing herein shall prohibit the parties agreeing to a shorter termination period after the initial term.

5. Immunity of Officers and Employees of Board and City. No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Cooperation Agreement contained against any past, present or future officer, member, employee, director or agent of the Board or the City, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Board or the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, board members, employees, directors or agents as such

is hereby expressly waived and released as a condition of and consideration for the execution of this Cooperation Agreement.

6. Miscellaneous.

- a. **Amendments.** This Agreement may only be amended from time to time by the mutual agreement in writing of the parties hereto.
- b. **Waiver.** No claim or waiver, consent, or acquiescence with regard to any of the provisions of the Agreement shall be made against either party except on the basis of a written instrument executed by such party. Nothing herein shall be deemed a waiver of either party's sovereign immunity.
- c. **Entire Agreement.** This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings, if any, between the parties. This Agreement may only be amended in writing executed by the parties.
- d. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be deemed to confer upon any person (other than the City and the Board) any right to insist upon, or to enforce against the City and the Board, the performance or observance by either party of its obligations under this Agreement.
- e. **Notice.** All notices and demands made herein shall be in writing and must be personally served, or sent by certified mail carried by the United States Postal Service or by a reputable overnight, express, or ground delivery service that provides a record of the signature of the recipient; addressed to Board at the Board's office, and to the City, at the City office, or at such other address as either party shall designate by notice served as specified herein. Any such notice or demand shall be effective upon the earlier of actual receipt, or ten business days after being provided to the post office or delivery service.
- f. **Authority.** The parties hereby represent and warrant that are each duly authorized to enter into this Agreement and to perform all obligations and covenants herein.
- g. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Ste. Genevieve County 911 Tax Emergency Services Board

By: _____

Date: _____

ATTEST

City of Ste. Genevieve

By: _____

Date: _____

ATTEST

BILL NO. 4711

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH MCBRIDE LAND GROWTH LLC.

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve at the December 12, 2024 Board of Aldermen Meeting approved McBride Homes as the proposed developer and authorized City staff to begin the negotiating process; and

WHEREAS, the Board of Aldermen at their June 26, 2025 meeting authorized the Mayor to enter into a development agreement with McBride Homes which pertains to the development of Progress Pointe, a single family residential subdivision to be constructed on approximately 49 acres of real property located along Progress Parkway; and

WHEREAS, there is a need to amend the original development agreement with McBride Land Growth LLC; and

WHEREAS, the Board of Aldermen believe it is in the best interests of the City to amend the development agreement.

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

SECTION 1. The “First Amendment to Development Agreement” with McBride Homes, LLC, is hereby approved 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: _____

DATE OF SECOND READING: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ____ DAY OF _____, 2026 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

David Bova, City Administrator

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("Amendment") is made and entered into as of this _____ day of March, 2026 ("Effective Date"), 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") (City and Developer are each a "Party" hereto).

RECITALS

A. City and Developer entered into that certain Development Agreement effective July 1, 2025, (the "**Agreement**"), approved by City Ordinance No. 4596, which pertains to the development of Progress Pointe, a single family residential subdivision project (the "**Project**") to be constructed on approximately 49 acres of real property located along Progress Parkway (the "**Property**"), as more particularly described in the Agreement.

B. The Agreement is still pending by its terms.

C. City and Developer agree to amend the Agreement, as set forth below.

NOW, THEREFORE, for and in consideration of the sum of One and 00/100 Dollar (\$1.00), the foregoing Recitals, the premises, the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Developer hereby agree as follows:

AGREEMENTS

1. Capitalized words and phrases used but not specifically defined in this Amendment shall be given the meaning set forth in the Agreement.

2. The foregoing Recitals are true and accurate and are hereby incorporated into the body of this Amendment by this reference.

3. The City Payment Amount as set forth in Section 5 of the Agreement is hereby amended to equal an amount up to Five Million, Nine Hundred Fifty Thousand and 00/100 Dollars (\$5,950,000.00).

4. The first sentence in the second paragraph of Section 5 shall be deleted in its entirety and replaced with the following:

"In the event the actual total Public Improvements Costs is an amount less than Five Million, Nine Hundred Fifty Thousand and 00/100 Dollars (\$5,950,000.00), 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."

5. Exhibit E attached to the Agreement is hereby amended to add the following items as Public Improvements to the Public Improvement Specifications Sheet: (i) Force Main and (ii) Lift Station.

6. The rear yard setback as provided in Section 2(A)(iv) is hereby modified to 15 feet.

7. Section 17(i) of the Agreement is hereby deleted in its entirety and replaced with the following:

(i) In the case of the City, to:
THE CITY OF STE. GENEVIEVE
165 S. 4th Street
Ste. Genevieve MO 63670
Attn: David Bova
Email: dbova@stegenevieve.gov

8. Except as expressly amended and modified by this Amendment, all other terms, conditions and provisions of the Agreement shall remain unchanged and in full force and effect, and the Agreement, as amended, is hereby ratified, confirmed, reaffirmed and approved, City and Developer hereby acknowledging that the Agreement is now and shall remain in full force and effect and binding upon both the City and Developer.

9. In the event of any conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall prevail and control. The terms contained in this Amendment supersede all prior agreements between the parties hereto.

10. An electronic signature on this Amendment shall be effective as an original signature and shall bind and shall be enforceable by the parties hereto. The persons executing this Amendment on behalf of the City and Developer are duly authorized.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF STE. GENIEVE
a municipal corporation

By: _____

Name: _____

Date: _____

DEVELOPER:

MCBRIDE LAND GROWTH, LLC,
a Missouri limited liability company

By: _____

Name: _____

Date: _____

BILL NO. 4712

ORDINANCE NO.

AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2026 BUDGET RELATING TO THE VARIOUS REVENUE AND EXPENDITURE INCREASES.

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

WHEREAS, due to unforeseen increases and decreases in anticipated revenues and expenditures in the Fiscal Year 2026 Budget which was adopted before October 1, 2025, the City of Ste. Genevieve has a need to amend the Fiscal Year 2026 Budget to acknowledge those additional revenues and expenditures as included with the attached exhibit.

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

SECTION 1: The Board of Aldermen hereby approves the Budget Amendments to the Fiscal Year 2026 City Budget pursuant to Exhibit "A" attached hereto and made part of this ordinance.

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI THIS _____ DAY OF _____, 2026 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

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

____ Yes ____ No ____ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

"Exhibit A"

FY 2026

Proposed

Budget

Amendment

FY 2026

Adopted

Budget

Account Name	Account Number	Fund	FY 2026 Adopted Budget	FY 2026 Proposed Budget Amendment
Building Permits	10-04-4044	General Fund	\$ 28,000	\$ 10,000
Donations Police Dept.	10-04-4133	General Fund - Police	\$ -	\$ 35,250
DHS Grant	10-04-4410	General Fund - Police	\$ -	\$ 107,500
Blue Shield Grant	10-04-4409	General Fund - Police	\$ -	\$ 49,995
Ammo / Firearm Supplies	10-16-6300	General Fund - Police	\$ 4,000	\$ 17,000
K-9 Expenses	10-16-6302	General Fund - Police	\$ 4,000	\$ 35,250
Motor Vehicle/Equipment	10-16-8045	General Fund - Police	\$ 145,000	\$ 235,000
Metered Service Sales	30-04-4180	Water Fund	\$ 1,810,000	\$ 1,910,000
Customer Tap-In Fees	30-04-4186	Water Fund	\$ 32,000	\$ 5,000
Transfer In	30-04-4900	Water Fund	\$ -	\$ 125,000
Water Tower Principal	30-30-8714	Water Fund	\$ -	\$ 100,000
Water Tower Interest	30-30-8715	Water Fund	\$ -	\$ 25,000
Sewer Use Charges	31-04-4182	Sewer Fund	\$ 865,000	\$ 965,000
Prof Services-Engr/Survey	31-31-7040	Sewer Fund	\$ 35,000	\$ 45,000
County Property Tax	41-04-4006	Downtown TIF	\$ 30,500	\$ 61,000
Downtown TIF City Prop Tax	41-04-4007	Downtown TIF	\$ 5,200	\$ 9,800
Infrastructure Improvements	41-41-8000	Downtown TIF	\$ 46,000	\$ 73,700
Water Tower Interest	50-50-8714	Debt Service Fund	\$ 25,000	\$ -
Water Tower Principal	50-50-8715	Debt Service Fund	\$ 100,000	\$ -
Capital Imp. Sales Tax	50-04-4038	Debt Service Fund	\$ 340,000	\$ 369,000
Transfer Out	50-91-9000	Debt Service Fund	\$ -	\$ 125,000
Donation Expense	60-60-7111	Rural Fire Fund	\$ 164,317	\$ 167,831
Prop S Improvements	70-70-8004	Capital Projects Fund	\$ 3,500,000	\$ 4,400,000