AMENDED AGENDA

STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
THURSDAY – APRIL 23, 2026
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

CERTIFICATION OF ELECTION RESULTS.

SWEARING IN OF NEW MEMBERS BY CITY CLERK PAM MEYER.

ROLL CALL.

PRESENTATION/AWARDS.

- Proclamation Arbor Day
- Recognition of Ste. Genevieve County Master Gardeners & Downtown Ste. Genevieve

PERSONAL APPEARANCE.

CITY ADMINISTRATOR REPORT.

STAFF REPORTS.

- COREY LITTERST – ALLIANCE WATER
- DANIEL HALEK – POLICE CHIEF
- 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.

- Treasurer's Report – April 2026
- Minutes – Board of Aldermen – Regular Meeting – April 9, 2026
- Minutes – Board of Aldermen – Closed Session – April 9, 2026
- **RESOLUTION 2026 – 30.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH JEREMY RHINEHART TO MAINTAIN FLOOD BUYOUT PROPERTY.
- **RESOLUTION 2026 – 31.** A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A RENEWAL AGREEMENT FOR THE MISSOURI CHAMBER FEDERATION BENEFIT PLAN TRUST FOR THE CITY EMPLOYEE HEALTH INSURANCE PLAN FOR 2026-2027.
- **STREET CLOSURE REQUEST** – Brix Urban Winery, 245 Merchant Street is requesting a street closure for May 16, 2026 from 6 a.m. to 6 p.m. for the Strolling Back in our Time event. The closure will include Second Street from Merchant to Market.

OLD BUSINESS.

BILL NO. 4718. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR AUDITING SERVICES WITH BEUSSINK, HEY, ROE & STRODER, LLC CERTIFIED PUBLIC ACCOUNTANTS. **2nd READING.**

NEW BUSINESS.

Appointment of City Clerk

RESOLUTION 2026 -32. A RESOLUTION APPOINTING ROBERT SULLIVAN TO THE STE. GENEVIEVE HOUSING AUTHORITY BOARD.

BILL NO. 4719. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH STE. GENEVIEVE COUNTY TO FACILITATE THE EFFICIENT AND EFFECTIVE ADMINISTRATION OF THE COUNTY'S TOURISM TAX REVENUES. **1st READING.**

BILL NO. 4720. AN ORDINANCE AUTHORIZING THE EXECUTION OF A STORMWATER DRAINAGE EASEMENT BY AND BETWEEN THE CITY AND PROGRESS POINTE LAND STRATEGY, LLC. **1ST READING.**

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION.

CLOSED SESSION. The tentative agenda for this meeting also includes an optional vote to close part of this meeting pursuant to Section 610.021 (2) Leasing, purchase, or sale of real estate.

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 04/22/2026

BILL NO. 4719 **ORDINANCE NO.**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH STE. GENEVIEVE COUNTY TO FACILITATE THE EFFICIENT AND EFFECTIVE ADMINISTRATION OF THE COUNTY'S TOURISM TAX REVENUES.

WHEREAS, the City of Ste. Genevieve ("City") and Ste. Genevieve County ("County") both being the "Parties" entered into an Intergovernmental Agreement to facilitate the efficient and effective administration of the County's tourism tax revenues in compliance with all applicable Missouri laws and regulations; and

WHEREAS, the County has obtained authorization from the votes of Ste. Genevieve County on April 7, 2026, pursuant to Section 67.1360 et seq. of the Revised Statutes of Missouri to impose a county transient tax; and

WHEREAS, the City has previously established a tourism tax and a Tourism Tax commission ("TTC") to administer the use of tourism-related tax revenues collected within the City; and

WHEREAS, the County desires to have the City's Tourism Tax Commission administer the use of the County's tourism tax revenues; and

WHEREAS, the Missouri Division of tourism (MDT) has appointed the City of Ste. Genevieve as the Designated Marketing Organization (DMO) for Ste. Genevieve County; and

WHEREAS, as DMO, the City is responsible for marketing the County to increase tourism and economic impact; and

WHEREAS, each DMO is eligible to receive grants which double advertising dollars pursuant to MDT Marketing Matching Grants; and

WHEREAS, both parties desire to enter into this agreement to facilitate the efficient and effective administration of the County's tourism tax revenues in compliance with all applicable Missouri laws and regulations; and

WHEREAS, the parties acknowledge the importance of establishing clear administrative procedures, reporting requirements, and dispute resolution mechanisms to ensure the effective and transparent management of tourism tax revenues.

NOW THEREFORE BE IT ORDAINBED 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 intergovernmental agreement to facilitate the efficient and effective administration of the County's tourism tax revenues in compliance with all applicable Missouri laws. The intergovernmental agreement 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: _____

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:

_____
Brian Keim, Mayor

_____
Mark Bishop, City Attorney

ATTEST:

_____
Pam Meyer, City Clerk

Reviewed by:

_____
David Bova , City Administrator

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, 2026, by and between Ste. Genevieve County, Missouri ("County") and the City of Ste. Genevieve, Missouri ("City"). Collectively, County and City are collectively referred to herein as "Parties".

RECITALS

WHEREAS, the County has obtained authorization from the voters of Ste. Genevieve County on April 7, 2026, pursuant to Section 67.1360 et seq. of the Revised Statutes of Missouri to impose a county transient tax; and

WHEREAS, the City has previously established a tourism tax and a Tourism Tax Commission ("TTC") to administer the use of tourism-related tax revenues collected within the City; and

WHEREAS, the County desires to have the City's TTC administer the use of the County's tourism tax revenues; and

WHEREAS, the Missouri Division of Tourism (MDT) has appointed the City of Ste. Genevieve as the Designated Marketing Organization (DMO) for Ste. Genevieve County; and

WHEREAS, as DMO, the City is responsible for marketing the county to increase tourism and economic impact; and

WHEREAS, each DMO is eligible to receive grants which double advertising dollars pursuant to MDT Marketing Matching Grants; and

WHEREAS, the Parties desire to enter into this Agreement to facilitate the efficient and effective administration of the County's tourism tax revenues in compliance with all applicable Missouri laws and regulations; and

WHEREAS, the Parties acknowledge the importance of establishing clear administrative procedures, reporting requirements, and dispute resolution mechanisms to ensure the effective and transparent management of tourism tax revenues.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

ARTICLE I. TOURISM TAX COLLECTION AND ADMINISTRATION

1.1. County's Responsibilities.

The County shall be responsible for the proper collection of the county transient tax imposed pursuant to Section 67.1360 et seq. and shall disburse the collected funds in the following manner on a quarterly basis:

a. 5% for administrative costs, including costs associated with collection, accounting, and treasury functions.
b. 20% for infrastructure investment, including improvements to roads, bridges, parks, and other facilities that support tourism activities within the County. Such investments shall prioritize infrastructure that provides access to tourist sites and capital investments designed to attract major hotel/motel developments to the County.
c. 75% for economic development initiatives, such as business recruitment, land marketing of developable properties within both the County and City, grant/loan programs to support tourism-related businesses, and staffing necessary to implement economic development strategies; as well as for marketing and promotion of tourism activities, including the expansion of print, radio, television, and social media advertising, as well as the pursuit of matching grants from the State of Missouri to further enhance the marketing of the County and City..

1.2. Disbursement Schedule and Procedures.

The County shall disburse the funds allocated under Sections 1.1(a) and 1.1(b) to the appropriate County departments or accounts within fifteen (15) days after the end of each calendar quarter. The County shall disburse the funds allocated under Sections 1.1(c) to the City within fifteen (15) days after the end of each calendar quarter subject to the terms and conditions of Section 1.7.c. Each disbursement shall be accompanied by a detailed accounting statement showing the total amount of transient tax collected during the quarter, the calculation of each allocation, and any adjustments or corrections from previous quarters.

1.3. City's Tourism Tax Commission Responsibilities.

The funds allocated to the City under Sections 1.1(c) of this Agreement shall be administered by the City's Tourism Tax Commission (TTC). The TTC shall:
a. Maintain separate accounting records for the County transient tax funds received under this Agreement;
b. Utilize the funds solely for the purposes specified in Sections 1.1(c);
c. Develop and implement an annual plan for the expenditure of the funds, which shall be submitted to the County Commission for review and comment no later than November 1 of each year for the following calendar year;
d. Provide monthly financial reports to the ex officio county commissioner serving on the TTC and the office of the Ste. Genevieve County Clerk, detailing all receipts, expenditures, and balances of the County transient tax funds;
e. Ensure that all expenditures of County transient tax funds comply with applicable state and local laws, regulations, and policies; and
f. Maintain all records related to the receipt and expenditure of County transient tax funds for a period of not less than five (5) years.

1.4. County Representation on Tourism Tax Commission.

The County shall appoint one (1) County Commissioner to serve as an ex officio member of the TTC. The ex officio County Commissioner shall:
a. Attend all regular and special meetings of the TTC;

b. Receive all notices, agendas, minutes, and other materials provided to TTC members;
c. Participate in all discussions regarding the use of County transient tax funds; and
d. Serve as a liaison between the TTC and the County Commission, providing regular updates to the County Commission regarding the TTC's activities and the use of County transient tax funds.

1.5. Reporting Requirements.

The City's Tourism Director shall provide a monthly report to the County Commission regarding the use of County transient tax funds which shall consist of the approved meeting minutes of the monthly TTC meetings any other documents that the City's Tourism Director determines is appropriate to provide to the County Commission.

1.6. Auditing and Documentation.

The City shall maintain comprehensive records of all County transient tax funds received and expended under this Agreement and shall make such records available for inspection and audit by the County or its designated representatives upon reasonable notice. The City shall:
a. Maintain all financial records in accordance with generally accepted accounting principles;
b. Cooperate fully with any audit or review of the County transient tax funds conducted by the County, the State of Missouri, or any other authorized entity;
c. Provide any documentation requested by the County within ten (10) business days of such request;
d. Include the County transient tax funds in the City's annual financial audit and provide a copy of the audit report to the County within thirty (30) days of its completion; and
e. Implement any recommendations or corrective actions identified in any audit or review of the County transient tax funds within a reasonable timeframe.

1.7. Expenditure Approval Process.

The TTC shall establish and follow a transparent process for approving expenditures of County transient tax funds, which shall include:
a. Review and approval of all proposed expenditures at a duly noticed public meeting of the TTC;
b. Documentation of the purpose and justification for each expenditure, demonstrating its alignment with the purposes specified in Sections 1.1(c); and
c. Provide a list of anticipated expenditures to the County Commission at least annually stating how the County transient tax funds are to be spent, which shall be subject to approval of the County Commission. The County must provide written notice of any objections to the proposed anticipated expenditures to City within thirty (30) days of receipt of the list of anticipated expenditures. If County provides the notice of objection to City, the expenditure of County funds shall be suspended until the Parties can agree on the anticipated expenditures.

ARTICLE II. COUNTY TRANSIENT TAX INCREASE

2.1. Approval of Tax Increase.

The Parties acknowledge that the County has submitted to the voters of Ste. Genevieve County a ballot issue which was approved a county transient tax at the April 7, 2026 election.

2.2. Implementation Timeline.

The County shall:
a. Adopt all necessary ordinances or resolutions to implement the tax increase within sixty (60) days of the election;
b. Notify all affected transient establishments of the tax increase and their collection responsibilities at least sixty (60) days before the effective date of the tax increase;
c. Establish the necessary accounting procedures and systems to track and allocate the tax revenues in accordance with this Agreement at least thirty (30) days before the effective date of the tax increase; and
d. Begin disbursing the tax revenues to the City in accordance with this Agreement beginning with the first full calendar quarter after the effective date of the tax increase.

ARTICLE III. TERM AND TERMINATION

3.1. Term.

This Agreement shall commence upon the Effective Date and shall continue in full force and effect for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless terminated by either Party in accordance with this Article.

3.2. Termination for Breach.

Either Party may terminate this Agreement for a material breach of the Agreement by the other Party, provided that the non-breaching Party has given the breaching Party thirty (30) days' written notice of the breach and the breaching Party has failed to cure the breach within such period. The notice of breach shall specify the nature of the breach in sufficient detail to allow the breaching Party to identify and address the issue.

3.3. Termination for Convenience.

Either Party may terminate this Agreement for convenience upon ninety (90) days' written notice to the other Party. The notice of termination shall specify the effective date of termination and shall be delivered to the other Party in accordance with the notice provisions of this Agreement.

3.4. Effect of Termination.

Upon termination of this Agreement for any reason:
a. The County shall cease disbursing County transient tax funds to the City as of the effective date of termination;
b. The City shall provide a final accounting of all County transient tax funds received and expended under this Agreement within thirty (30) days of the effective date of termination;

c. The City shall return to the County any unexpended County transient tax funds within sixty (60) days of the effective date of termination provided that those funds have not been contractually obligated prior to the notice of termination;

d. The City shall provide a final report to the County Commission regarding the use and impact of the County transient tax funds within sixty (60) days of the effective date of termination; and

e. The Parties shall cooperate in good faith to ensure an orderly transition of responsibilities and to minimize any disruption to tourism promotion and economic development activities.

3.5. Survival.

The provisions of Sections 1.6 (Auditing and Documentation), 3.4 (Effect of Termination), 4.1 (Governing Law), 4.5 (Dispute Resolution), and any other provisions that by their nature should survive termination shall survive the termination of this Agreement for any reason.

ARTICLE IV. GENERAL PROVISIONS

4.1. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles. Any legal action arising out of or relating to this Agreement shall be brought in the Circuit Court of Ste. Genevieve County, Missouri, and the Parties consent to the exclusive jurisdiction of such court.

4.2. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

4.3. Amendments.

This Agreement may be amended only by a written instrument signed by both Parties. Any amendment shall be approved by the governing bodies of both Parties before taking effect.

4.4. Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.5. Dispute Resolution.

In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim,

question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

4.6. Notices.

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, when sent by confirmed electronic mail, when sent by confirmed facsimile, or when mailed by first-class, registered, or certified mail, postage prepaid, return receipt requested, to the Party at its address set forth below:

If to the County:
Presiding Commissioner
Ste. Genevieve County Commission
55 South Third Street
Ste. Genevieve, MO 63670

If to the City:
Mayor
City of Ste. Genevieve
165 South Fourth Street
Ste. Genevieve, MO 63670

With a copy to:
Mark Bishop
City Attorney
455 Maple Street
PO Box 740
Hillsboro, MO 63050

4.7. Compliance with Laws.

The Parties shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of their obligations under this Agreement, including but not limited to laws governing the collection and use of tourism tax revenues, open meetings and records laws, and public contracting requirements.

4.8. No Third-Party Beneficiaries.

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

4.9. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4.10. Authority to Execute.

Each Party represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations under this Agreement and that the execution of this Agreement has been duly authorized by all necessary actions.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement as of the date first written above.

STE. GENEVIEVE COUNTY, MISSOURI

By: _____
Name: RANDY RUZICKA
Title: PRESIDING COMMISSIONER

CITY OF STE. GENEVIEVE, MISSOURI

By: _____
Name: _____
Title: _____

ATTEST:

_____
County Clerk

_____
City Clerk

APPROVED AS TO FORM:

_____
County Attorney

_____
City Attorney

BILL NO. 4720 **ORDINANCE NO.**

AN ORDINANCE AUTHORIZING THE EXECUTION OF A STORMWATER DRAINAGE EASEMENT BY AND BETWEEN THE CITY AND PROGRESS POINTE LAND STRATEGY, LLC.

WHEREAS, Progress Pointe Land Strategy, LLC. is requesting a drainage easement over, across and through portions of the City's Property for the purpose of construction, installation, use, operation, inspection, repair, maintenance, replacement and removal thereupon or therein, of stormwater drainage facilities as deemed necessary by Progress Pointe Land Strategy, LLC. in its reasonable discretion, said easement being for the drainage of stormwater which flows from their property, over, under or across the easement area; and

WHEREAS, the City currently maintains the property for the same purposes and this easement will not interfere with the City's ability to maintain the property annually and make improvements to the stormwater and utilities infrastructure present within the easement without causing any permanent obstruction or interference with the flow or drainage of stormwater within the easement area; and

WHEREAS, the Board of Aldermen believe it to be in the best interests to authorize the Mayor to sign the drainage easement. (Attached as Exhibit "A")

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

SECTION 1. The Board of Aldermen of the City of Ste. Genevieve, Missouri, hereby authorizes the Mayor to sign the drainage easement, with Progress Pointe Land Strategy, LLC.

SECTION 2. All ordinances and parts of ordinances which are in conflict with the provisions of this Ordinance are hereby repealed.

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

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED THIS ____ DAY OF _____, 2026 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

ALDERMAN AMIE DOBBS
ALDERMAN ROBERT DONOVAN
ALDERMAN SAM HUGHEY
ALDERMAN JEFF EYDMANN
ALDERMAN TEDDY ROSS
ALDERMAN JOE PRINCE
ALDERMAN JOE STEIGER
ALDERMAN PATRICK FAHEY

___Yes___ No __ Absent

Approved as to form:

_____
Brian Keim, Mayor

_____
Mark Bishop, City Attorney

SEAL

Reviewed by:

_____
Pam Meyer, City Clerk

_____
Daivd Bova, City Administrator

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT ("Easement") is made and entered into effective as of the _____ day of _____, 2025, by and between the **CITY OF STE. GENEVIEVE**, a municipal corporation ("Grantor"), having an address of 165 S. 4th Street, Ste. Genevieve, MO 63670, and **PROGRESS POINTE LAND STRATEGY, LLC**, a Missouri limited liability company ("PPLS") having an address of 17415 N. Outer Forty Road, Chesterfield, MO 63005, and its successors and assigns ("Grantee").

RECITALS:

A. WHEREAS, Grantor is the owner of certain property located in the County of Ste. Genevieve, Missouri, known as PID: 07-8.0-028-03-009-0020.00 as more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("Grantor's Property").

B. WHEREAS, PPLS is the owner of certain property located in the County of Ste. Genevieve, Missouri, known as PID: 07-8.0-033-00-000-0003.23 as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference ("Grantee's Property").

C. WHEREAS, Grantor and Grantee desire to establish an easement for the drainage of stormwater which flows from the Grantee Property over, under or across the Grantor's Property in the Easement Areas (as defined below), subject to the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars ($10.00), the foregoing Recitals, the premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. Recitals A through C are true and accurate and are hereby incorporated into the body of this Easement by this reference.

2. Drainage Easement. Subject to the terms and conditions herein contained, Grantor does hereby grant to Grantee, its successors and assigns, a perpetual, non-exclusive easement, over, across and through those portions of Grantor's Property which are hatched and designated as "Drainage Easement" on Exhibit C attached hereto and incorporated herein by this reference (the "Easement Area") for the purpose of construction, installation, use, operation, inspection, repair, maintenance, replacement and removal thereupon or therein, of stormwater drainage facilities as deemed necessary by Grantee in its reasonable discretion, said easement being for the drainage of stormwater which flows from the Grantee Property, over, under or across the Easement Area.

3. Binding Effect. The easement granted in this Easement shall be deemed to be granted to and for the benefit of the Grantee and any successive owner of the Grantee's Property or any part thereof, and such easement shall be for the benefit of and appurtenant to the Grantee's Property. Such easement shall burden Grantor's Property and any and all parts thereof and shall run with the land and shall be binding upon such owner and the successive owners of such Grantor's Property. Grantor hereby reserves the right to use and enjoy any part of the Grantor's Property, including, without limitation, any part burdened by the easements granted herein, so long as such use and enjoyment does not materially and adversely affect or interfere with the easements granted, and the use and enjoyment of such easements by the Grantee.

4. Grantor Obligations. Grantor shall not obstruct, interfere or cause any construction of improvements within the Easement Areas which may obstruct or interfere with the flow or drainage of stormwater within the Easement Areas. Grantor, at Grantor's sole cost and expense, shall maintain, mow, weed, trim and water the Easement Areas.

5. Indemnity. Grantee hereby agrees to indemnify and hold Grantor, and its successors and assigns as owners of all or a portion of the Grantor's Property, harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments (including, but not limited to, attorneys' fees and costs of litigation) arising from Grantee's use and enjoyment of the Easement Areas or the performance or non-performance of any of Grantee's obligations as provided in this Easement.

6. Rights of Successors. The easements, benefits and obligations hereunder shall run with the land. This Easement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, tenants, successors and assigns.

7. Miscellaneous.

(a) If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Easement shall be construed in accordance with the laws of the State of Missouri.

(c) The paragraph headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

(d) In the event of a default by Grantee of any covenant or agreement to be kept or performed by Grantee under the terms of this Easement, Grantor, and its successors and assigns as owners of all or a portion of the Grantor's Property, shall have any and all remedies available to it at law or in equity to seek damages resulting from such breach or to seek specific performance or other equitable relief to cause Grantee to perform any obligation hereunder.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement effective the day and year first above written.

"GRANTOR"	"GRANTEE"
CITY OF STE. GENEVIEVE, a municipal corporation	PROGESS POINTE LAND STRATEGY, LLC, a Missouri non-profit corporation
By: _____ Name: _____ Title: _____	By: _____ Name: _____ Title: _____

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

On this ____ day of _____, 2025, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of the City of Ste. Genevieve, MO, a Missouri municipal corporation, and that he/she has the authority to execute the foregoing instrument on behalf of the City of Ste. Genevieve, MO and acknowledges that he/she executed the same as his/her free act and deed and as the free act and deed of the City of Ste. Genevieve, MO.

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

_____
Notary Public

My Commission Expires:
(SEAL)

STATE OF MISSOURI)
) ss.
COUNTY OF _ST. LOUIS)

On this ____ day of _____, 2025, before me,_____, a Notary Public in and for said State, personally appeared _____, the _____ of Progress Pointe Land Strategy, LLC, a Missouri limited liability company, known to me to be the person who executed the within instrument in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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

_____
Notary Public

My Commission Expires:
(SEAL)

EXHIBIT A
GRANTOR'S PROPERTY

A TRACT OF LAND BEING PART OF U.S. SURVEY 3253 IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PROPERTY NOW OR FORMERLY TO DAVID G. AND LAURA A. WEBER, TRUSTEES OF THE DAVID G. WEBER AND LAURA A. WEBER REVOCABLE LIVING TRUST DATED JANUARY 17, 2024, AS RECORDED IN DOCUMENT NO. 2024-0320 OF THE STE GENEVIEVE COUNTY RECORDS OFFICE, SAID CORNER BEING ON THE SOUTH RIGHT-OF-WAY LINE OF OAKWOOD (50'W.) DRIVE; THENCE LEAVING SAID NORTHEAST CORNER ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 85°43'11" EAST, 35.95 FEET; NORTH 81°04'24" EAST, 138.99 FEET; SOUTH 74°53'16" EAST, 57.17 FEET TO THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO MARK G. AND MARY E. DEGENOVA, TRUSTEES, AS RECORDED IN DEED BOOK 2012, PAGE 3781 OF SAID RECORDS OFFICE; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ALONG THE WEST LINE OF SAID DEGENOVA PROPERTY, SOUTH 15°18'32" WEST, 194.70 FEET TO A POINT ON THE NORTH LINE OF PROPERTY NOW OR FORMERLY TO ARCHDIOCESE OF ST. LOUIS, AS RECORDED IN DEED BOOK 2020, PAGE 2231 OF SAID RECORDS OFFICE; THENCE LEAVING SAID WEST LINE ALONG SAID NORTH LINE AND THE NORTH LINE OF PROPERTY NOW OR FORMERLY TO THE CITY OF STE. GENEVIEVE, AS RECORDED IN DEED BOOK 2022, PAGE 1621 OF SAID RECORDS OFFICE, SOUTH 71°41'37" WEST, 198.30 FEET TO THE SOUTHEAST CORNER OF THE ABOVEMENTIONED WEBER PROPERTY; THENCE LEAVING SAID NORTH LINE ALONG THE EAST LINE OF SAID WEBER PROPERTY, NORTH 2°37'59" EAST, 246.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 45,392 SQUARE FEET (1.0421 ACRES MORE OR LESS), ACCORDING TO CALCULATIONS PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF DECEMBER 2025 UNDER PROJECT NUMBER 23-07-201.

EXHIBIT B
GRANTEE'S PROPERTY

A TRACT OF LAND BEING PART OF U.S. SURVEY 3253 IN TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND STONE AT THE SOUTHWEST CORNER OF LOT 1 OF U.S. SURVEY 3253, SAID CORNER BEING THE SOUTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO CITY OF STE. GENEVIEVE, AS RECORDED IN DEED BOOK 384, PAGE 61 OF THE STE. GENEVIEVE COUNTY RECORDERS OFFICE; THENCE LEAVING SAID CORNER ALONG THE SOUTH LINE OF SAID CITY OF STE. GENEVIEVE PROPERTY, THE SOUTH LINE OF PROPERTY NOW OR FORMERLY TO FIRST BAPTIST CHURCH OF STE. GENEVIEVE, AS RECORDED IN DEED BOOK 792, PAGE 348 OF SAID RECORDS OFFICE, THE SOUTH LINE OF PARKWOOD SUBDIVISION, AS RECORDED IN CABINET A, PAGE 213 OF SAID RECORDS OFFICE, AND THE SOUTH LINE OF PROPERTY NOW OR FORMERLY TO DAVID G. AND LAURA A. WEBER, TRUSTEES OF THE DAVID G. WEBER AND LAURA A. WEBER REVOCABLE LIVING TRUST DATED JANUARY 17, 2024, AS RECORDED IN DOCUMENT NO. 2024-0320 OF SAID RECORDS OFFICE, NORTH 71°41'37" EAST, 1,595.25 FEET TO A FOUND IRON ROD AT THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO ARCHDIOCESE OF ST. LOUIS, AS RECORDED IN DEED BOOK 202, PAGE 2231 OF SAID RECORDS OFFICE; THENCE LEAVING SAID SOUTH LINE ALONG THE WEST LINE OF SAID ARCHDIOCESE PROPERTY THE FOLLOWING COURSES AND DISTANCES: SOUTH 11°42'48" WEST, 248.29 FEET TO A FOUND IRON ROD WITH CAP (PLS 2058); SOUTH 00°13'04" WEST, 392.85 FEET TO A FOUND IRON ROD WITH CAP (PLS 2058); SOUTH 13°03'30" WEST, 163.63 FEET TO A FOUND IRON ROD WITH "T" POST WITNESS; SOUTH 24°46'30" WEST, 217.59 FEET TO A FOUND IRON ROD WITH CAP (UNREADABLE); SOUTH 01°26'20" WEST, 168.30 FEET TO A FOUND IRON ROD; SOUTH 09°36'34" EAST, 212.45 FEET TO A FOUND IRON ROD WITH CAP (PLS 2058); SOUTH 00°26'25" WEST, 235.68 FEET TO A FOUND IRON ROD WITH "T" WITNESS POST; SOUTH 11°09'25" EAST, 321.61 FEET TO A FOUND IRON ROD AT THE NORTH RIGHT-OF-WAY LINE OF PROGRESS PARKWAY (60'W.); THENCE LEAVING SAID WEST LINE ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES, DISTANCES AND CURVES: SOUTH 70°30'29" WEST, 422.45 FEET TO A FOUND IRON ROD AT THE BEGINNING OF A CURVE CONCAVE NORTHERLY, SAID CURVE HAS A RADIUS OF 969.94 FEET; WESTERLY ALONG SAID CURVE WITH A CHORD WHICH BEARS, SOUTH 77°12'28" WEST, 226.32 FEET AND AN ARC DISTANCE OF 226.83 FEET TO A FOUND IRON ROD AT A POINT OF TANGENCY; SOUTH 83°54'27" WEST, 172.59 FEET TO A FOUND IRON ROD AT THE BEGINNING OF A CURVE CONCAVE SOUTHERLY, SAID CURVE HAS A RADIUS OF 1,029.94 FEET; WESTERLY ALONG SAID CURVE WITH A CHORD WHICH BEARS SOUTH 81°04'12" WEST, 101.97 FEET AND AN ARC DISTANCE OF 102.02 FEET TO A FOUND IRON ROD AT THE SOUTHEAST CORNER OF PROPERTY NOW OR FORMERLY TO CITY OF STE. GENEVIEVE, AS RECORDED IN DEED BOOK 698, PAGE 237 OF SAID RECORDS OFFICE SAID CORNER BEING ON THE WEST LINE OF ABOVEMENTIONED U.S. SURVEY 3253; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE ALONG THE WEST LINE OF SAID U.S. SURVEY 3253 AND ALSO BEING THE EAST LINE OF U.S. SURVEY 100, NORTH 18°21'42" WEST, 951.74 FEET TO A FOUND STONE AT THE NORTHEAST CORNER OF SAID U.S. SURVEY 100, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF U.S. SURVEY 99; THENCE LEAVING SAID CORNER ALONG THE EAST LINE OF SAID U.S. SURVEY 99, NORTH 17°43'39" WEST, 197.87 FEET TO A FOUND DISK MONUMENT (R.L.S. 2544) AT THE NORTHEAST CORNER OF SAID U.S. SURVEY 99, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF U.S. SURVEY 98; THENCE LEAVING SAID CORNER ALONG THE EAST LINE OF SAID U.S. SURVEY 98 AND THE EAST LINE OF U.S. SURVEY 97, NORTH 17°30'48" WEST, 581.16 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,136,199 SQUARE FEET (49.0403 ACRES MORE OR LESS), ACCORDING TO A PROPERTY BOUNDARY SURVEY PERFORMED BY THE STERLING COMPANY DURING THE MONTH OF AUGUST 2025 UNDER PROJECT NUMBER 23-07-201.

EXHIBIT C
EASEMENT AREA

