AMENDED AGENDA
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
STE. GENEVIEVE CITY HALL
THURSDAY – JULY 9, 2026
6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE.

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

- Ste. Genevieve Fire District Chief Kenny Steiger would like to brief the Mayor and Board of Aldermen.
- Kathy Kreitler and County Prosecuting Attorney Wayne Williams would like to brief the Mayor and Board of Aldermen regarding Willow's Nest and their new approach on domestic violence cases.

CITY ADMINISTRATOR REPORT.

STAFF REPORTS.

- Robert Sullivan – 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 – June 25, 2026
- Minutes – Board of Aldermen – Work Session – June 25, 2026

- Minutes – Board of Aldermen – Closed Session – June 25, 2026
- **RESOLUTION 2026-42.** A RESOLUTION BY THE STE. GENEVIEVE BOARD OF ALDERMEN DECLARING SURPLUS PROPERTY FOR THE STE. GENEVIEVE POLICE DEPARTMENT.
- **RESOLUTION 2026 – 43.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI STATING INTENT FOR THE STE. GENEVIEVE POLICE DEPARTMENT TO APPLY FOR A GRANT THROUGH THE MISSOURI BLUE SHIELD GRANT PROGRAM.
- **RESOLUTION 2026 – 44.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI STATING INTENT FOR THE CITY OF STE. GENEVIEVE TO APPLY FOR A GRANT THROUGH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.
- **RESOLUTION 2026 – 45.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI APPROVING THE INTENT TO ESTABLISH AN INTERGOVERNMENTAL AGREEMENT WITH SPECIAL ROAD DISTRICT A, TO ESTABLISH A COOPERATIVE AGREEMENT REGARDING ANNEXATION OF CERTAIN ROADWAYS.

OLD BUSINESS.

NEW BUSINESS.

BILL NO. 4732. AN ORDINANCE AMENDING CHAPTER 210 OFFENSES OF THE STE. GENEVIEVE CODE OF ORDINANCES AS SET FORTH BELOW. **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 07/08/2026

Ste. Genevieve Tourism Department

Quarterly Performance Dashboard
Q2 2026 (Calendar Year-to-Date)

1. Destination Performance

KPI	2025 Baseline	Q2 2026 YTD	Trend
Downtown Visits	164,300	188,800	▲
Unique Visitors	52,300	58,800	▲
Visit Frequency	3.14	3.21	▲
Average Dwell Time	100 min	100 min	■
Missouri Visitation Rank	#16	#16	■
National Visitation Rank	#651	#506	▲

2. Visitor Quality

KPI	2025 Baseline	Q2 2026 YTD	Trend
Visitor Quality Index (VQI)	101	102*	▲
Visitors $100K+ Household Income	10.9%	11.4%*	▲
Visitors $150K+ Household Income	1.9%	2.1%*	▲
Bachelor's Degree or Higher	21.9%	22.0%	■ Stable

3. Marketing Performance

KPI	2025 Baseline	Q2 2026 YTD	Trend
Website Users	100,607	113,934	▲ +13.3%
Website Sessions	121,715	133,130	▲ +9.4%
Engaged Sessions	120,486†	129,201	▲ +7.2%
Engagement Rate	98.8%	97.05%	■ -1.9%
Pages Appearing in Google Search	—	165	▲

4. Marketing Efficiency

KPI	2025 Baseline	Q2 2026 YTD	Trend
Marketing Cost / Engaged Session	$0.38	$0.13**	▲
Meta CTR	1.39%	2.25%	▲
Meta CPC	$0.24	$0.36	■
Google Display CTR	3.87%	4.33%	▲
Google Display CPC	$0.08	$0.08	■

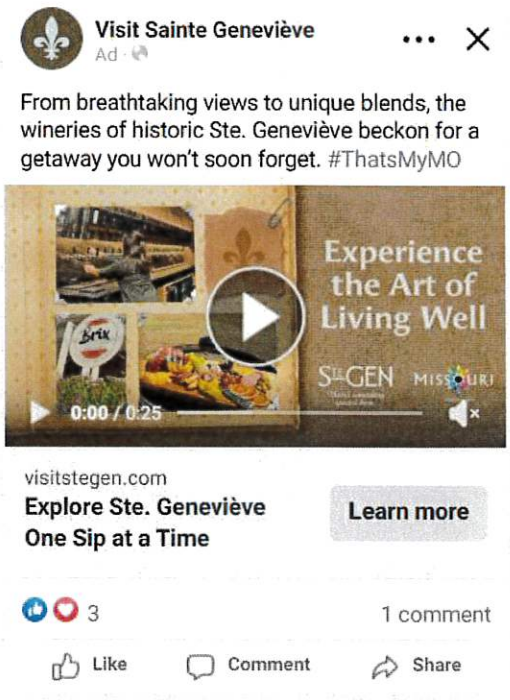
†Comparable 2025 YTD engaged sessions. *Visitor Quality values are provisional pending finalized Experian demographics. **Current CPES compares Q2 paid media spend with YTD engaged sessions; future reports will align reporting periods.

SAINTE GENEVIÈVE
MISSOURI

Facebook/Instagram Ad Creative







McD DIGITAL

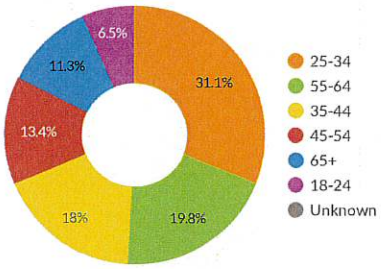
SAINTE GENEVIÈVE
MISSOURI

Select desired date range using the toggle below.

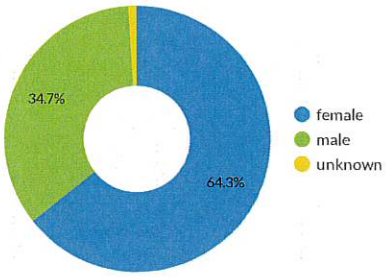
Apr 1, 2026 - Jun 30, 2026

Facebook/Instagram Demographics

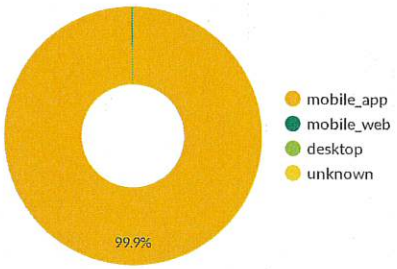
Age Breakdown
by Clicks



Gender Breakdown
by Clicks



Device Breakdown
by Clicks



Geographic Breakdown
by ComScore and Clicks

	Comscore market	Clicks (all) ▾	Impressions
1.	Chicago, IL	8,611	364,209
2.	New Orleans, LA	6,275	278,304
3.	Nashville, TN	2,546	112,715
4.	Kansas City, MO	1,676	77,767
5.	Memphis, TN	1,430	64,932
6.	Paducah-Cape Girardeau-...	944	35,846
7.	Tulsa, OK	685	37,792
8.	Springfield-Champaign, IL	600	30,770

Recommendations and Observations

Starting April 2026, we starting running three feed ads for Wineries, Family Fun, and French Heritage. These feed ads ran for 3 months, ending June 30, 2026.

Overall, there were 23,830 clicks and 1,058,168 impressions. This gave you an overall CTR of 2.25% and a CPC of $0.36! Both metrics outperform the industry benchmarks! The Wineries ad had the most clicks with 8,350 clicks and a CTR of 2.3%.

The Chicago, New Orleans, and Nashville ComScore Markets had the most clicks and 64.3% of clicks were female. The top age range for clicks was 25-34 at 31.1%, followed by 55-64 at 19.8%.

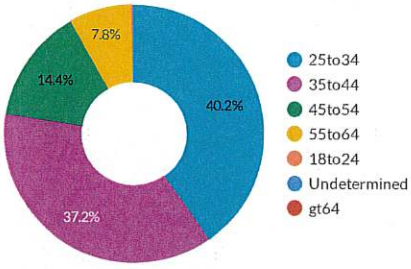
SAINTE GENEVIÈVE
MISSOURI

Select desired date range using the toggle below.

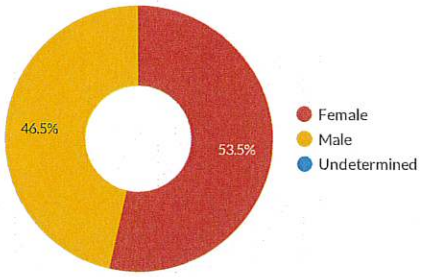
Apr 1, 2026 - Jun 30, 2026

Google Demographics

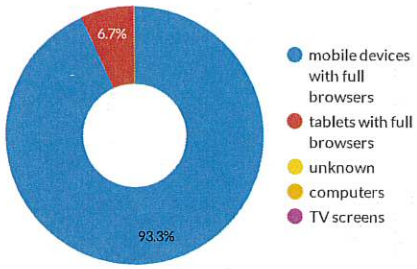
Age Breakdown
by Clicks



Gender Breakdown
by Clicks



Device Breakdown
by Clicks



Geographic Breakdown
by City and Clicks

	City	Region	Clicks ▾	Impressions
1.	Chicago	Illinois	48,541	891,244
2.	Nashville	Tennessee	13,630	322,304
3.	Omaha	Nebraska	3,597	95,968
4.	Memphis	Tennessee	3,214	66,456
5.	Kansas City	Missouri	2,218	63,778
6.	Kansas City	Kansas	2,055	45,996
7.	Tulsa	Oklahoma	2,016	46,756
8.	Springfield	Illinois	1,871	40,202

Recommendations and Observations

On Google Display, we also began running the Planning your trip and Things to do in Ste. Gen campaigns in April 2026. These ads ended June 30, 2026.

Overall, there were 103,430 clicks and 2,387,564 impressions. This resulted in an overall CTR of 4.33%. That is high for Google Display in general, and outperforms the travel industry benchmarks!

The CPC remained extremely low at only 8 cents.

Chicago, Nashville, and Omaha were the top cities for clicks, and females were your top gender clicking on the campaigns. We saw the most clicks from age 25-34, followed by 35-44.



Downtown Ste. Gen
135 Merchant St, Ste. Genevieve, MO 63670

Vs

Downtown Ste. Gen
135 Merchant St, Ste. Genevieve, MO 63670

etMap

Custom Dates | Over 10 Min | Edit Filters | Last full 3 months | Q2 2025

Downtown Ste. Gen is a custom POI and only available for your account. Learn More

Downtown Ste. Gen is a custom POI and only available for your account. Learn More

Metrics ?

Properties:

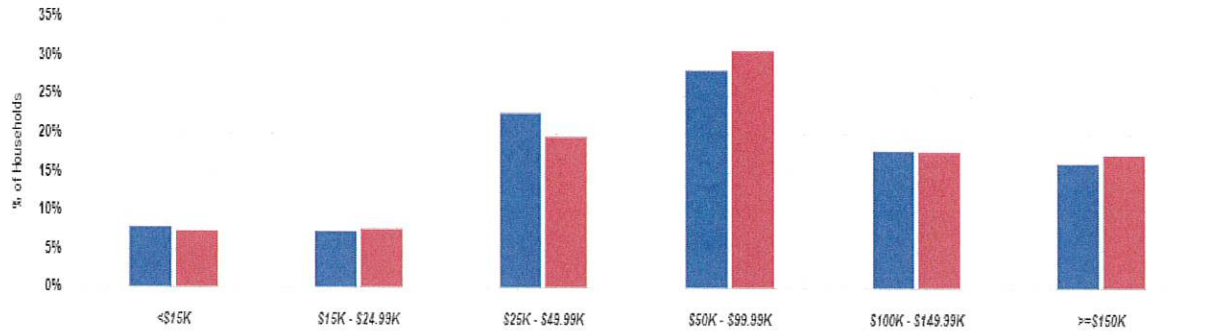
Metric Name	Downtown Ste. Gen 135 Merchant St, Ste. Genevieve, MO 63670	Downtown Ste. 135 Merchant St,
Visits	100.2K	92.3K
Visits / sq ft	0.06	0.06
Size - sq ft	1.6M	1.6M
Visitors	40.4K	37.2K
Visit Frequency	2.48	2.48
Avg. Dwell Time	101 Min	103 Min
Panel Visits	14.9K	11.5K
Visits YoY	+8.6%	+6.2%
Visits Yo2Y	+15.3%	+15.7%
Visits Yo3Y	+25.6%	+13.2%

Audience Overview ?

Properties: | Dataset: Census 2023 | View: Potential Market | Compare to: None

Properties	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity
Downtown Ste. Gen Merchant St, Ste. Geneviev...	$67.8K	29.9%	38.3	White (86.6%)
Downtown Ste. Gen Merchant St, Ste. Geneviev...	$73.6K	34.2%	40.1	White (82.9%)

Median Household Income | # | %



*Demographics are based on a True Trade Area capturing 70% of visits | Data source: Census 2023

Ranking Overview ?

Properties: | Benchmark: Category: Attractions | Metric: Visits

Nationwide		Missouri		Local: 15mi	
572* / 17,675 View List	96%	16* / 416 View List	96%	1* / 3 View List	100%
639* / 17,648 View List	96%	17* / 412 View List	96%	1* / 3 View List	100%

RESOLUTION 2026 – 44

A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI STATING INTENT FOR THE CITY OF STE. GENEVIEVE TO APPLY FOR A GRANT THROUGH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.

WHEREAS, the City of Ste. Genevieve is committed to protecting public health by ensuring the continued delivery of safe and reliable drinking water to its residents; and

WHEREAS, the United States Environmental Protection Agency's Lead and Copper Rule Revisions require public water systems to develop and maintain a comprehensive inventory of all service lines within their distribution systems, including the identification of lead service lines and service lines of unknown material; and

WHEREAS, the Missouri Department of Natural Resources has made grant funding available to assist public water systems in completing required Lead Service Line Inventories and related activities, thereby reducing the financial burden on local governments; and

WHEREAS, the City of Ste. Genevieve desires to apply for funding through the Missouri Department of Natural Resources Lead Service Line Inventory Grant Program to complete the required inventory and ensure compliance with state and federal drinking water regulations; and

WHEREAS, this is a direct grant request with no match required; and

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

SECTION ONE: The City staff and officials of the City of Ste. Genevieve are hereby authorized to prepare and submit an application for the grant with the Missouri Department of Natural Resources and 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 9th DAY OF JULY, 2026.

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

David Bova , City Administrator

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. 2026 - _____

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Chapter 640, RSMo.).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 640, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by the City of Ste. Genevieve
(governing body of applicant)

1. **That** David Bova **be and he/she is hereby authorized to execute and**
(designated official)

file an application on behalf of the City of Ste. Genevieve Public Water System
(legal name of applicant)

with the State of Missouri for a loan and/or grant to aid in the construction of:

Completion of Lead Service Line Inventory
(brief project description)

2. **That** David Bova, City Administrator
(name of authorized official) *(title)*

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting City Clerk **of the**
(title of officer)

City of Ste. Genevieve, **does hereby certify: That the attached resolution is a**
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the

City of Ste. Genevieve **held on the** 9 **day of**
(name of the governing body of applicant)

July, 2026; **and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this** _____ **day of** _____, _____.

_____
(signature of recording officer)

_____
(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

RESOLUTION 2026- 45

A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI APPROVING THE INTENT TO ESTABLISH AN INTERGOVERNMENTAL AGREEMENT WITH SPECIAL ROADS DISTRICT A TO ESTABLISH A COOPERATIVE AGREEMENT REGARDING ANNEXATION OF CERTAIN ROADWAYS.

WHEREAS, the City of Ste. Genevieve and Special Road District A are both political subdivisions of the State of Missouri and possess the authority to enter into intergovernmental agreements pursuant to Article VI, Section 16 of the Missouri Constitution and Section 70.220 of the Missouri Revised Statutes; and

WHEREAS, the City has from time to time annexed or may in the future annex territory into its corporate limits, including areas adjacent to or containing roadways currently located within and maintained by the Road District; and

WHEREAS, the Road District currently maintains certain roadways within its jurisdictional boundaries and receives County Aid Road Trust ("CART") funding based upon the mileage of roads maintained by the Road District; and

WHEREAS, the City and the Road District desire to establish a cooperative arrangement whereby the Road District will continue to maintain certain roadways located within the City's corporate limits following annexation, and whereby such roadways will continue to be counted as roads maintained by the Road District for purposes of calculating CART fund allocations; and

WHEREAS, the City and the Road District have determined that this arrangement serves the public interest by promoting efficient use of public resources, maintaining continuity of road maintenance services, and preserving the Road District's CART funding eligibility; and

WHEREAS, the Board of Aldermen believe this to be in the best interests of the City of Ste. Genevieve and wish to approve the intergovernmental agreement.

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

SECTION 1. The Board of Aldermen hereby approve the Intergovernmental Agreement For Road Maintenance (Exhibit "A").

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.

PASSED AND APPROVED BY THE STE. GENEVIEVE BOARD OF ALDERMEN THIS 9th DAY OF JULY 2026.

Approved as to Form by:

_____
Brian Keim, Mayor

_____
Mark Bishop, City Attorney

Attest:

Reviewed by:

_____
Pam Meyer, City Clerk

_____
David Bova, City Administrator

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR ROAD MAINTENANCE

This Intergovernmental Agreement for Road Maintenance (this "Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between: City of Ste. Genevieve, a political subdivision of the State of Missouri, with offices at 165 S. 4th St., Ste. Genevieve, Missouri 63670 (the "City"); and Special Road District A, a political subdivision of the State of Missouri, with offices at 1023 N. Main St., Ste. Genevieve, Missouri 63670 (the "Road District").

The City and the Road District are each referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City and the Road District are both political subdivisions of the State of Missouri and possess the authority to enter into intergovernmental agreements pursuant to Article VI, Section 16 of the Missouri Constitution and Section 70.220 of the Missouri Revised Statutes;

WHEREAS, the City has from time to time annexed or may in the future annex territory into its corporate limits, including areas adjacent to or containing roadways currently located within and maintained by the Road District;

WHEREAS, the Road District currently maintains certain roadways within its jurisdictional boundaries and receives County Aid Road Trust ("CART") funding based upon the mileage of roads maintained by the Road District;

WHEREAS, the Parties desire to establish a cooperative arrangement whereby the Road District will continue to maintain certain roadways located within the City's corporate limits following annexation, and whereby such roadways will continue to be counted as roads maintained by the Road District for purposes of calculating CART fund allocations;

WHEREAS, the Parties have determined that this arrangement serves the public interest by promoting efficient use of public resources, maintaining continuity of road maintenance services, and preserving the Road District's CART funding eligibility; and

WHEREAS, the Parties wish to memorialize their agreement in writing as required by Missouri law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1 — Definitions

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1. "Annexed Roads" means those roadways that were located within the jurisdictional boundaries of the Road District and that, by virtue of annexation by the City, become located within the corporate limits of the City.

2. "Annexed Territory" means real property and territory that the City annexes into its corporate limits pursuant to Chapter 71 of the Missouri Revised Statutes or other applicable law.

3. "CART Funds" means the County Aid Road Trust Fund established pursuant to Article IV, Section 30(a) of the Missouri Constitution and administered pursuant to Sections 137.550 through 137.558 of the Missouri Revised Statutes.

4. "Effective Date" means the date first written above.

5. "Road District Roadways" means all roadways that are located within the jurisdictional boundaries of the Road District and are maintained by the Road District as of the

Effective Date, together with any roadways adjacent to Annexed Territory as described in Article 2, Section 2 of this Agreement.

6. "Road Maintenance" means all activities necessary to keep roadways in a safe and usable condition, including but not limited to grading, resurfacing, patching, snow removal, drainage maintenance, signage installation and maintenance, and other ordinary maintenance activities customarily performed by road districts in Missouri.

Article 2 — Road Maintenance Responsibilities

1. Maintenance of Annexed Roads. The Road District shall continue to have the sole responsibility for Road Maintenance regarding Annexed Roads, notwithstanding the annexation of such roads into the corporate limits of the City. The City hereby delegates to the Road District the authority and responsibility to perform Road Maintenance on all Annexed Roads in accordance with the standards and practices customarily employed by the Road District.

2. Maintenance of Roadways Adjacent to Annexed Territory. When the City annexes Annexed Territory that is adjacent to any roadway currently located within the Road District and maintained by the Road District, the Road District shall continue to have the sole responsibility for Road Maintenance regarding such roadway. For purposes of this Section, "adjacent to" means real property that abuts, borders, or is contiguous to a roadway, or is separated from a roadway only by a right-of-way, easement, or other similar interest.

3. Standard of Care. The Road District shall perform Road Maintenance on Road District Roadways, Annexed Roads, and roadways described in Section 2 of this Article in a manner consistent with the standard of care, skill, and diligence normally exercised by road districts in the State of Missouri in the performance of similar services.

4. Identification of Roads. Within thirty (30) days following the effective date of any annexation by the City that affects Road District Roadways, the Parties shall confer and prepare a written list or map identifying the roadways subject to this Agreement. Such list or map shall be attached to this Agreement as an amendment or exhibit and incorporated herein by reference.

5. No City Responsibility. The City shall have no obligation to perform Road Maintenance on Road District Roadways, Annexed Roads, or roadways described in Section 2 of this Article, and the City shall not be liable for any claims, damages, or losses arising from the condition or maintenance of such roadways, except to the extent provided in Article 4 of this Agreement.

Article 3 — Financial Terms

1. No Payments. No payments, fees, or other financial consideration shall be due or payable by either Party to the other Party pursuant to this Agreement. Each Party shall bear its own costs and expenses incurred in connection with the performance of its obligations under this Agreement.

2. CART Funds Eligibility. The Parties acknowledge and agree that the Road District Roadways, Annexed Roads, and roadways described in Article 2, Section 2 of this Agreement shall continue to be counted and reported as roads maintained by the Road District for purposes of calculating the Road District's allocation of CART Funds pursuant to Sections 137.550 through 137.558 of the Missouri Revised Statutes.

3. Road Mileage Reporting. The Road District shall continue to include the Road District Roadways, Annexed Roads, and roadways described in Article 2, Section 2 in its annual reports to the county clerk and the Missouri Department of Transportation concerning road mileage maintained by the Road District. The City shall cooperate with the Road District and provide such

certifications, confirmations, or other documentation as may be reasonably requested by the Road District, the county clerk, or the Missouri Department of Transportation to verify that the Road District continues to maintain such roadways.

4. No Joint Funding. Nothing in this Agreement shall require either Party to contribute to or share in any grants, state funds, federal funds, or other funding sources obtained by the other Party.

Article 4 — Liability and Indemnification

1. Sovereign Immunity. Each Party retains all rights, immunities, and defenses available to it under the Missouri Constitution, the Missouri Revised Statutes, and common law, including but not limited to those provided by Chapter 537 of the Missouri Revised Statutes. Nothing in this Agreement shall be construed as a waiver of sovereign immunity or governmental immunity by either Party.

2. Liability for Road Maintenance. The Road District shall be solely responsible and liable for any claims, damages, losses, or liabilities arising out of or related to the performance or non-performance of Road Maintenance on Road District Roadways, Annexed Roads, and roadways described in Article 2, Section 2 of this Agreement, to the extent permitted by law and subject to the limitations on liability provided by Missouri law.

3. City Immunity. The City shall not be responsible or liable for any claims, damages, losses, or liabilities arising out of or related to the condition, maintenance, or use of Road District Roadways, Annexed Roads, or roadways described in Article 2, Section 2 of this Agreement, except to the extent the City's own acts or omissions directly cause injury or damage.

4. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Parties, and no third party shall have any right to enforce any provision of this Agreement or to claim any benefit hereunder.

Article 5 — Term and Termination

1. Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect unless and until terminated in accordance with the provisions of this Article.

2. Termination for Convenience. Either Party may terminate this Agreement for convenience upon one hundred eighty (180) days' prior written notice to the other Party. Termination pursuant to this Section shall be effective on the date specified in the notice of termination, which date shall be no earlier than one hundred eighty (180) days following the date of the notice.

3. Termination for Cause. Either Party may terminate this Agreement for cause upon sixty (60) days' prior written notice to the other Party if the other Party materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice describing the breach with reasonable particularity.

4. Effect of Termination. Upon termination of this Agreement, the Road District's obligation to perform Road Maintenance on Road District Roadways, Annexed Roads, and roadways described in Article 2, Section 2 shall cease, and responsibility for such roadways shall revert to the City or such other entity as may be determined by applicable law. The Road District shall cease reporting such roadways as roads maintained by the Road District for purposes of CART fund allocation.

5. Transition Period. Upon termination of this Agreement, the Parties shall cooperate in good faith to ensure an orderly transition of road maintenance responsibilities. The Road District

shall provide the City with copies of all maintenance records, maps, and other documentation relating to Road District Roadways, Annexed Roads, and roadways described in Article 2, Section 2.

Article 6 — Notices

1. Method of Notice. Any notice, demand, request, or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by certified or registered mail (return receipt requested, postage prepaid), sent by nationally recognized overnight courier service, or sent by electronic mail with confirmation of receipt, addressed to the Parties at the addresses set forth below or at such other address as either Party may designate by written notice to the other Party.

2. Notice Addresses.

If to the City: City of Ste. Genevieve 165 S. 4th St., Ste. Genevieve, Missouri 63670 Attention: City Administrator.

If to the Road District: Special Road District A 1023 N. Main St. Ste. Genevieve, Missouri 63670 Attention: _____.

3. Effective Date of Notice. A notice shall be deemed to have been received: (a) on the date of personal delivery; (b) three (3) business days after deposit in the United States mail if sent by certified or registered mail; (c) on the next business day if sent by overnight courier; or (d) on the date of confirmed receipt if sent by electronic mail.

Article 7 — Miscellaneous Provisions

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 conflicts of law principles.

2. Jurisdiction and Venue. Any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the Circuit Court of Ste. Genevieve County, Missouri, and each Party hereby consents to the jurisdiction and venue of such courts.

3. Entire Agreement. This Agreement, including any exhibits, schedules, or amendments hereto, constitutes the entire agreement between the Parties only with respect to the subject matter hereof and in no way affects any other prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

4. Amendment. This Agreement may be amended or modified only by a written instrument duly executed by both Parties.

5. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect, and the invalid, illegal, or unenforceable provision shall be reformed or construed to the extent possible to give effect to the intent of the Parties.

6. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the Party against whom the waiver is sought to be enforced. No waiver of any breach or default shall constitute a waiver of any subsequent breach or default.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile, electronic mail (PDF), or other electronic means shall have the same force and effect as delivery of an original signed copy.

8. Assignment. Neither Party may assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other Party, which

consent shall not be unreasonably withheld. Any attempted assignment, transfer, or delegation in violation of this Section shall be null and void.

9. Further Assurances. Each Party agrees to execute and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary or desirable to carry out the purposes and intent of this Agreement.

10. Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action.

11. Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Article 8 — Signature Blocks

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement for Road Maintenance as of the Effective Date first written above.

CITY OF STE. GENEVIEVE, a political subdivision of the State of Missouri
By: _____
Name: _____
Title: _____
Date: _____

SPECIAL ROAD DISTRICT A, a political subdivision of the State of Missouri
By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

_____
City Attorney City of Ste. Genevieve
Date: _____

_____
Attorney for Special Road District A
Date: _____