AGENDA

STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
STE. GENEVIEVE CITY HALL
THURSDAY – AUGUST 13, 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.

- 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 – July 23, 2026
- Minutes – Board of Aldermen – Work Session – July 23, 2026
- Minutes – Board of Aldermen – Closed Session – July 23, 2026.
- **RESOLUTION 2026 – 49.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI STATING INTENT FOR THE STE. GENEVIEVE POLICE DEPARTMENT TO APPLY FOR A GRANT THROUGH THE DEPARTMENT OF HOMELAND SECURITY.

- **STREET CLOSURE REQUEST** – Brix Urban Winery & Market is requesting a street closure for Saturday, September 12, 2026 from 6 a.m. to 6 p.m. for the 2nd Annual Fly with the Hive Festival. The closure will include Market Street from Main Street to Third Street (including the Pergola Area at Main Street) and Second Street from Merchant to Market.

OLD BUSINESS.

NEW BUSINESS.

RESOLUTION 2026 – 48. A RESOLUTION AUTHORIZING CITY STAFF AND THE CITY OF STE. GENEVIEVE, MO TO PROCEED WITH A NOTIFICATION OF A TWO-YEAR PERIOD FOR CHANGE IN SOLID WASTE SERVICES, IN COMPLIANCE WITH STATE REGULATIONS.

BILL NO. 4733. AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF STE. GENEVIEVE, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH. **1st & 2nd READING.**

BILL NO. 4734. AN ORDINANCE AUTHORIZING THE CITY OF STE. GENEVIEVE TO PURCHASE REAL PROPERTY FOR FUTURE WATER PLANT DEVELOPMENT. **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 – August 10, 2026

City of
STE GENEVIÈVE
MISSOURI

CITY ADMINISTRATOR REPORT

August 13, 2026

1. Jokerst Inc. continues to work on completing the water service line connections on LaHaye Street. Once that is completed and they patch the street cuts, they will be moving over to Oakwood to begin water line work there.

2. Bauman's completed paving N 6th Street last week and plan to begin work on LaHaye the week of August 24th.

3. We closed with McBride on July 29th. The Building Dept is working on their land disturbance permit and details on their final record plat to go to P&Z for approval. New homes in their 3 communities (Progress Pointe Commons, Progress Pointe Estates, & Progress Pointe Manors) are now listed on McBride's website along with some FAQs and contact info for future home buyers.

4. Per municipal code, we will be requiring a performance bond (or escrow agreement) of $1.65M from McBride to guarantee the construction and installation of infrastructure improvements. This amount is based on their cost estimate for infrastructure and factors in the default provisions included in our purchase agreement with them.

5. The board budget work session is next Thursday, August 20th, at 6pm here at City Hall. We will review where we are in the budget process and the outlook for the FY2027 budget at this point. Dept. heads will also be present to propose capital or large item purchases and go over their requests and any major changes with you.

6. Our surplus PD vehicles are currently listed on Purple Wave through August 18th.

7. The application deadline for a new utility clerk / administrative assistant closed on Monday. We are reviewing applications and scheduling interviews this week to fill the position.

8. I will be out of the office for ½ day next Friday, 8/21 for the Chamber Golf Tournament.

Community Development
July 2026 Staff Report
7/3/26 – 8/6/26

Historic Preservation – Heritage Commission

- Met 7/20 – 2 Items of New Business: 2-Approved. 1 Administrative approval.
- Next meeting – 8/17
- 2024 HP grant – mobile app walking tour – Work in progress.
- 2026 HP grant application – GIS Historic Data Layer Update – Submitted project for final review/approval. Notice of awards has not been announced. We should hopefully hear something this month. Total cost of project is $13,984.00 and the grant will cover 40%, which is $5,594.00.

Building Department / Code Enforcement

- Occupancy Permits / Inspections 18
- Building Inspections 13
- Building Permits Issued 10
- Fence Permits 3
- Pool Permits 0
- Demolition Permits 1
- Sign Permits 0
- Chicken Permits 0
- Special Use Permits 0

Planning & Zoning

- Meetings were cancelled for 7/2 and 8/6 for lack of Agenda items.
- Next Meeting – 9/3 – Will be discussing Short Term Rentals

Board of Adjustment

- Nothing new to report

Floodplain Management

- Current long-range forecasts show 17% chance of Minor Flooding in Aug-Sept-Oct.
- Current long-range forecasts show 11% chance of Moderate Flooding in Aug-Sept-Oct.
- Current long-range forecasts show 7% chance of Major Flooding in Aug-Sept-Oct.
- Current river stage on 8/6 is 9.09'; expected to rise to 11.70' by 8/9 and then continue to decrease as we head closer to the end of Augus at 2.50'. *Action Stage is set at 25', minor flooding stage begins at 27', moderate flooding stage begins at 35', and major flooding stage begins at 40'*
- Ferry is currently running on a Wednesday through Sunday schedule as the river allows.

Property Maintenance

- Nuisance Property Issues 10
- Vegetation Nuisance Issues 3 (All others being addressed by PD)
- Hearings for Nuisances 0
- Code Violation Issues 1
- Sidewalk Issues 0

Additional Items

- Preconstruction meeting for the land disturbance work for the Progress Pointe Subdivision set for Wednesday August 12, 2026.
- Attended weekly staff meetings.
- Attended Board of Aldermen meeting.
- Attended monthly Department Head meeting.
- Attended multiple budget meetings
- Attended multiple meetings discussing Progress Pointe Infrastructure progress.
- Attended Park Board meeting.
- Attended Chamber Leadership Class – Emergency Management
- Answered requests for zoning classifications.
- Property records research for multiple properties at County Recorder of Deeds.
- Completed safety inspections of City owned buildings required by MIRMA.
- Met with and had phone conversations with several citizens/contractors to discuss permitting projects.

Tourism Report

FY2027 Budget

- includes usage of County Transient Tax funds
- less print advertisement, moving to commercials on Peacock
- supplementing the trolley to run on Saturdays between city and county attractions - committee has defined the route
- using

New Pomeroy Sign

- featured prominantly at the end of pergola in Sara's garden
- We've been approved for another one at the Guibourd Valle House. Should make that property more visible as a historic site.
- Always looking for ways to make historic properties stand out.

Programs Created During my Tenure

- Content Coordinator Position -Additional $12k per year
- Consistent Social Media Schedule - Part of CC duties
- SEM Marketing - $15k with $15k State Match
- New Brand - $10,000 with $10,000 State Match
- New Website Design - $7,000 from City Transient Tax
- City Tourism App - $7,000 from City Transient Tax. $8,500/yr
- Full Content Library - Photos and Videos, $10k with $10k State Match
- Monthly Newsletter - $300 per month
- Highway Wayfinding Billboard - ½ paid by State Match
- New Brochure - Free from Y.PR Agency
- New Downtown Map - Created in-house
- Prospérité Ste. Geneviève - $6k from TTC, $7k from community
- PR/UGC Campaign - $20k of Marketing budget to Jasper Paul
- Wayfinding Replacement

New in 2027

- Merchandise Catalog - pens, shirts, water bottles- Lemon Theory
- Dedicated Trolley Routes on Saturdays - Peak Tourist Season
- Banner Marketing in Downtown - Pro Ste. Gen
- Commercials streaming on Peacock - McDaniels Marketing
- Aggressive Social Media Expansion - Y.PR Agency

MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
REGULAR MEETING
Thursday - July 23, 2026

CALL TO ORDER. Mayor Brian Keim called the meeting to order at 6:00 p.m. and all stood for the Pledge of Allegiance.

ROLL CALL. A roll call by City Treasurer Sue Schweiss showed the following members present:

Mayor Brian Keim

Alderwoman Amie Dobbs	Alderman Patrick Fahey
Alderman Sam Hughey	Alderman Bob Donovan
Alderman Jeff Eydmann	Alderman Joe Steiger
Alderman Joe Prince	Alderman Teddy Ross

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

PRESENTATION/AWARDS. Mayor Brian Keim would like to recognize Don Pritchard on his 35 years of service to KSGM and the City of Ste. Genevieve. Mayor Keim congratulated and thanked Don on his outstanding service to our community.

PERSONAL APPEARANCE. State Representative Bryant Wolfin addressed the Mayor and Board of Aldermen giving them a legislative update. Mr. Wolfin addresses the board on bills that would affect municipalities in general if they passed. Bill 1065 is regarding utility relocation; this bill is trying to shift the costs to the City for the relocation of utility. Bill 1586 regards Solid Waste Management, this bill would eliminate Solid Waste Management and go to grants through Department of Natural Resources. Bill 3230 regarding zoning for manufactured homes, cities could not ban qualifying modular or manufactured homes in residential zones. Next Mr. Wolfin addresses some of the legislative bills that have been signed and gone to the Governor's desk. Bill 916 sovereign immunity and liability insurance dealing with MODOT. Bill 1871 municipal elections, regards candidate filing changes, voter rules, election notices, polling rules, and lobbyist. Bill 2641 Intoxicating Hemp regarding the Intoxicating Cannabinoid Control Act, which restricts the retail sale of intoxicating hemp-derived products. Bill 907 website litigation regards the ADA compliance. Alderman Donovan asks Representative Wolfin about Amendment 4 and 5. Mr. Wolfin goes over the amendments and what happens if they pass or what happens if they do not pass.

CITY ADMINISTRATOR REPORT. (See attached report)

STAFF REPORTS.

Corey Litterest - Alliance Water (see attached report)
Ryan Pollock - Assistant Police Chief (see attached report)

PUBLIC COMMENTS. Mike Sizemore - 111 S. Fifth Street - addressed the Mayor and Board of Aldermen regarding the Solid Waste Services. Mr. Sizemore expressed his concerns of the City going to only one trash carrier. Mr. Sizemore states that he has great service with his current provider with having veterans' discounts and no charges when he does not have his trash picked up. Mr. Sizemore feels that the citizens should have the right to choose.

CONSENT AGENDA.

- Minutes - Board of Aldermen - Regular Meeting - July 9, 2026
- Minutes - Board of Aldermen - Work Session - July 9, 2026
- Minutes - Board of Aldermen - Closed Session - July 9, 2026
- Treasurer's Report - June 2026
- **STREET CLOSURE REQUEST** - Samantha Kertz with Downtown Ste. Genevieve is requesting a street closure for Pecanapalooza which will be held on Saturday, November 7, 2026. The requested closure will include Third Street from Market to Merchant Street, Merchant Street from Third to the Valle Desert including both sides of the Island of Flags. The closure will be from 6 a.m. to 5:00 p.m.
- **STREET CLOSURE - JOUR DE FETE** - Jami Inman with Jour de Fete is requesting a street closure for the Jour de Fete which will be held August 8th & 9th, 2026. The requested closure will include Main Street from Washington to south end by creek bridge of South Gabouri Street, Gabouri Street at 2nd Street thru Front Street, 2nd Street at Merchant Street thru Main Street, 3rd Street at Merchant Street thru Main Street, 3rd Street at Market Street thru Main Street, Jefferson Street at Main Street, Jefferson Street at Valle Street. The closure will be from Friday, August 7, 2026, at 1:00 p.m. thru Sunday, August 9, 2026, at 7:00 p.m.
- **RESOLUTION 2026 - 46.** A RESOLUTION BY THE BOARD OF ALDERMEN DECLARING SURPLUS PROPERTY.

A motion by Alderwoman Dobbs, second by Alderman Steiger to approve the consent agenda with removing Resolution 2026-47 for discussion. Motion carried 8-0.

RESOLUTION 2026-47. A RESOLUTION APPOINTING GUY "ED" LUTTRELL TO THE STE. GENEVIEVE PLANNING & ZONING COMMISSION. A motion by Alderman Steiger, second by Alderman Hughey to approve Resolution 2026-47 A Resolution appointing Guy "Ed" Luttrell to the Ste. Genevieve Planning & Zoning Commission. Motion carried 8-0.

OLD BUSINESS.

BILL NO. 4732. AN ORDINANCE AMENDING CHAPTER 210 OFFENSES OF THE STE. GENEVIEVE CODE OF ORDINANCES AS SET FORTH BELOW. 2nd READING. A motion by Alderman Steiger, second by Alderman Hughey, Bill No. 4732 was placed on its second and final reading, read by title only, considered, and passed by a roll call vote as follows: Ayes: Alderman Jeff Eydmann, Alderman Joe Prince, Alderman Sam Hughey, Alderman Teddy Ross, Alderman Joe Steiger, Alderwoman Amie Dobbs, Alderman Fahey and Alderman Bob Donovan. Nayes: None. Motion carried 8-0. Thereupon Bill No. 4732 was declared Ordinance No. 4653 signed by the Mayor and attested by the City Clerk.

OTHER BUSINESS. None.

MAYOR/BOARD OF ALDERMEN COMMUNICATION. Alderman Steiger has one compliment to City Hall there was an upset citizen that came to City Hall today and City Administrator David Bova managed it well. The Citizen called Alderman Steiger back and thanked him and told him to thank David as well. Kudos to David for the way he managed this situation.

ADJOURNMENT. With no further business Mayor Keim adjourned the meeting at 6:52 p.m.

Respectfully submitted by,

Sue Schweiss
City Treasurer

MINUTES OF THE
STE. GENEVIEVE BOARD OF ALDERMEN
WORK SESSION
THURSDAY – July 23, 2026

The work session of the Ste. Genevieve Board of Aldermen was called to order by Mayor Brian Keim at 6:54 p.m. with the following members present:

Mayor Brian Keim

Alderman Patrick Fahey	Alderwoman Amie Dobbs
Alderman Sam Hughey	Alderman Bob Donovan
Alderman Joe Steiger	Alderman Jeff Eydmann
Alderman Joe Prince	Alderman Teddy Ross

A motion was made by Alderman Hughey, second by Alderman Eydmann to approve the work session agenda. Motion carried 8-0.

BUSINESS ITEMS:

SOLID WASTE SERVICES. Administrator David Bova went over some information that he had gathered from local citizens and haulers on the possibility of going to one single hauler for city residents. The survey that was done had 111 responses. 76.58% were in favor of contracting one single hauler. 37.84% thought that recycling at no additional cost was import. 73.87% would value having a bi-annual large item pickup included at no additional cost. 55.86% would be in favor of having trash service billed along with the monthly water & sewer bill. Overall, 73.87% were in favor of the City exploring the idea of contracting with a single residential trash collector

Robin Modlin with Republic Services is here along with Todd Hinderliter with Waste Management to answer any questions. Alderman Donovan and Alderman Hughey had several questions regarding the size of the trucks and them damaging the asphalt of the streets. Ms. Modlin with Republic Services explained the weight of the trucks having to be under the limits when they weigh in at the dump sites. Alderman Steiger comments that we can put in the RFP's if we want single axle trucks. We can also list whatever else we want in the RFP's

Mr. Sizemore - 111 N. Fifth Street expressed his concerns again to the Mayor and Board of Alderman.

Alderman Donovan also questioned the recycling and did not want that to affect the Recycling Center that we have. Both representatives here tonight stated that in the communities they do recycling in does not affect them. There are still certain items that cannot be recycled by these companies that would have to be taken to a local recycling facility.

Mr. Hinderliter with Waste Management asks the City board what they have to lose by starting this process. It takes two years to do this. And if the board changes their mind by then we don't have to do it. After some discussion it was decided to bring a resolution to the next meeting on the possibility of contracting one trash hauler.

5-YEAR CPATIAL PLAN. City Administrator David Bova explains that the document that he gave the board is that this is what we are planning over the next five years. He would like to see this pass along with the budget. If anyone has any questions, please let David know.

REAL ESTATE (The agenda for this meeting includes an optional vote to close part of this meeting pursuant to RsMo 610.021 (2) Leasing, purchase, or sale of real estate.)

A motion by Alderman Prince, second by Alderman Donovan to enter closed session to discuss real estate matters pursuant to RsMo 610.021 (2). Motion carried 8-0 with the following roll call vote. Ayes: Alderman Patrick Fahey, Alderwoman Amie Dobbs, Alderman Sam Hughey, Alderman Bob Donovan, Alderman Joe Steiger, Alderman Jeff Eydmann, Alderman Joe Prince and Alderman Teddy Ross. 7:45 p.m.

8:03 p.m. (out of closed session)

ANY OTHER BUSINESS. None

ADJOURNMENT. With no further business Mayor Brian Keim adjourned the work session at 8:03 p.m.

Respectfully submitted by,

Sue Schweiss
City Treasurer

RESOLUTION 2026 - 49

A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI STATING INTENT FOR THE STE. GENEVIEVE POLICE DEPARTMENT TO APPLY FOR A GRANT THROUGH THE DEPARTMENT OF HOMELAND SECURITY.

WHEREAS, the Ste. Genevieve Police Department has an opportunity to seek a grant from the Department of Homeland Security Grant Program to financially assist the department with 100 Percent funding for three (3) 2027 Ford Explorers (including upfitting) and a 2027 Polaris Ranger (enclosed); and

WHEREAS, this is a non-matching grant request.

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 Department of Homeland Security 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 13th DAY OF AUGUST, 2026.

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

REVIEWED BY:

Pam Meyer, City Clerk

David Bova , City Administrator

Ste. Geneviève®
Missouri

Street Closure Request

Date Aug. 3, 2026

Name Kenny Schaaf Organization Brix Urban Winery & Market

Address 245 Merchant St City Ste. Genevieve State MO Zip 63670

Phone Number and/or email information 573-880-7030

Reason for closure 2nd annual Fly with the Hive Festival

Street(s) to be closed Merchant St (main to 3rd St. including pergola area) & 2nd St. from merchant to market

Date of event for closure Sept. 12

Time(s) for closure 6am - 6pm

Office Use Only

Council Approval	Yes ___	No ___	Date ___
Police Dept. Approval	Yes ___	No ___	Date ___
Public Works Approval	Yes ___	No ___	Date ___

Special Conditions ___

RESOLUTION 2026 – 48

A RESOLUTION AUTHORIZING CITY STAFF AND THE CITY OF STE. GENEVIEVE, MO TO PROCEED WITH A NOTIFICATION OF A TWO-YEAR PERIOD FOR CHANGE IN SOLID WASTE SERVICES, IN COMPLIANCE WITH STATE REGULATIONS.

WHEREAS, the Trash Services Committee is recommending that the Board of Aldermen move forward with the state-required 2-year notice period; and

WHEREAS, the City of Ste. Genevieve Board of Aldermen held a work session where they were provided results of a local citizen survey, heard from local trash hauler vendor representatives, and were provided a comparison of current local trash hauler residential rates in comparison to other cities who have selected a single hauler; and

WHEREAS, this notice period will allow city staff to notify local trash service providers that the city is beginning to collect facts and data regarding the potential move to a city-wide single trash hauler for residential trash services; and

WHEREAS, this notice period and the notices provided to local trash service providers are not a final, official switch to a city-wide single trash hauler; and

WHEREAS, any final decision to change from an open market residential trash hauler to a city-wide single trash hauler for residential trash services must be approved by adoption of new municipal ordinance(s);

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

SECTION 1. That the City of Ste. Genevieve authorizes proceeding with notifying all private entities currently providing solid waste collection services in the affected area of the City's intent to enter into or provide solid waste collection services in compliance with Missouri state regulations following RSMo 260.247.

SECTION 2. This resolution shall take effect and be in full force from and after its passage.

PASSED AND APPROVED BY THE STE. GENEVIEVE BOARD OF ALDERMEN ON THE _______ DAY OF ________________, 2026.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

BILL NO. 4733 **ORDINANCE NO. ____**

AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2026, OF THE CITY OF STE. GENEVIEVE, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

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

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

PROPOSITION S

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

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

WHEREAS, the City previously issued $9,850,000 principal amount of the bonds authorized at the Election (pursuant to Ordinance No. 4583 of the City adopted on March 13, 2025), and the City now desires to issue the remaining $150,000 of the bonds so authorized at the Election;

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

"Bonds" means the $150,000 of General Obligation Bonds, Series 2026, authorized and issued by the City pursuant to this Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Paying Agent" means Bloomsdale Bank, Bloomsdale, Missouri, and any successors or assigns.

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

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

"Placement Agent" means McLiney and Company, Mission, Kansas, the placement agent for the Bonds.

"Placement Agent Agreement" means the Placement Agent Agreement between the City and the Placement Agent, in substantially the form attached as **Exhibit B.**

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

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

"Purchaser" means Bloomsdale Bank, Bloomsdale, Missouri, the original purchaser of the Bonds.

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

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

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

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

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

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

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

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the City's General Obligation Bonds, Series 2026, in the original principal amount of

$150,000 (the "Bonds"), which are being issued for the purpose of providing funds to (a) pay the costs of the Project and (b) pay the costs of issuing the Bonds.

Section 202. Description of Bonds.

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

(b) All of the Bonds shall be dated the date of original issuance and delivery thereof. The Bonds shall become due on March 1 in the years and in the amounts on the Stated Maturity, subject to redemption and payment prior to the Stated Maturity as provided in **Article III**, and shall bear interest at the rate per annum as follows:

Stated Maturity (March 1)	**Principal Amount**	**Annual Rate of Interest**
2042	$15,000	4.85%
2043	45,000	4.85
2044	50,000	4.85
2045	40,000	4.85

The Bonds shall bear interest at the above specified rate (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2027.

Section 203. Designation of Paying Agent.

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

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (i) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (ii) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Registered Owner. The Paying Agent may resign by giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

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

(d) To the extent not waived by the Paying Agent, the Paying Agent shall be paid its fees and expenses for its services in connection with the Bonds.

Section 204. Method and Place of Payment of Bonds.

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

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

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

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

(g) So long as the Purchaser is the sole Registered Owner of the Bonds, the Purchaser shall provide an invoice to the Paying Agent on each February 1 and August 1 itemizing the amount of the payment due on the next Interest Payment Date.

Section 205. Registration, Transfer and Exchange of Bonds.

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

(b) Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, or such other office designated by the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new

Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

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

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

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

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

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

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

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the State

Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

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

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

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

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

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

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

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

Section 209. Authorization of Placement Agent Agreement. The City is hereby authorized to enter into the Placement Agent Agreement in substantially the form attached as **Exhibit B**, and the Mayor is hereby authorized and directed to execute the Placement Agent Agreement with such changes therein as he may deem appropriate, for and on behalf of and as the act and deed of the City. The Placement Agent is hereby authorized to carry out, on behalf of the City, the duties, terms and provisions of the Placement Agent Agreement, and to the extent the Placement Agent has already performed any of its duties or obligations under the Placement Agent Agreement prior to its execution, the City hereby ratifies such actions of the Placement Agent.

Section 210. Sale of Bonds. Upon the recommendation of McLiney and Company, as financial advisor and Placement Agent for the City, the City agrees to sell the Bonds to the Purchaser at a purchase price of $150,000. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds. At the option of the City, the Bonds or any portion thereof may be called for redemption and payment prior to their Stated Maturity on any date hereafter, in whole or in part, at the Redemption Price of 100% of the principal amount thereof being redeemed plus accrued interest thereon to the Redemption Date.

Section 302. Selection of Bonds to be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of the City's written instructions specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

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

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

Section 303. Notice and Effect of Call for Redemption.

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

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

(i) the Redemption Date;

(ii) the Redemption Price;

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

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

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

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

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

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

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

(g) In addition to the foregoing notice, further notice shall be given by the Paying Agent on the City's behalf as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP number, if any, of each Bond being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the Stated Maturity of each Bond being redeemed; and (E) any other descriptive information needed to identify accurately the Bonds being redeemed.

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

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

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

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

Section 402. Levy and Collection of Annual Tax.

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

(b) The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the City's other ad valorem taxes are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal or Redemption Price of and interest on the Bonds as and when the same become due, taking into account scheduled mandatory redemptions, if any, and the fees and expenses of the Paying Agent.

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

ARTICLE V

ESTABLISHMENT OF FUNDS;

DEPOSIT AND APPLICATION OF MONEY

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

(a) Debt Service Fund.

(b) Project Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) Any accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504.**

(b) The balance of the proceeds derived from the sale of the Bonds ($150,000) shall be deposited in the Project Fund and shall be applied in accordance with **Section 503.**

Section 503. Application of Money in the Project Fund.

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

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

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

Section 504. Application of Money in Debt Service Fund.

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

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

Section 505. Deposits and Investment of Money.

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

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

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

Section 507. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of the principal or Redemption Price of and interest on the Bonds need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

REMEDIES

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

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

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

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

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

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

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.

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

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

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

ARTICLE VIII

MISCELLANEOUS PROVISIONS

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

Section 802. Annual Audit.

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

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

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

Section 803. Amendments.

(a) The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

(i) extend the maturity of any payment of principal or interest due upon any Bond;

(ii) alter the optional redemption provisions of any Bond;

(iii) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;

(iv) permit preference or priority of any Bond over any other Bond; or

(v) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

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

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

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

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

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

Section 804. Notices, Consents and Other Instruments by Registered Owners.

(a) Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Registered Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of the ownership of a Bond as provided for in the form of Bond set forth in **Exhibit A**), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

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

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

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

Section 805. Loan; Role of Purchaser.

(a) *Loan.* The City hereby acknowledges that the Purchaser is purchasing the Bonds as evidence of a privately negotiated loan. Therefore, the City will not take any affirmative action to cause the Bonds to be (a) assigned a separate rating by any municipal securities rating agency, (b) registered with The Depository Trust Company or any other securities depository, (c) issued pursuant to any type of offering document or official statement or (d) assigned a CUSIP number by Standard & Poor's CUSIP Service.

(b) *Role of Purchaser.* The City hereby acknowledges that the Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to any information, materials or communications provided by the Purchaser, the City acknowledges that: (a) the Purchaser and its representatives are not recommending any action to the City; (b) the Purchaser and its representatives are not acting as an advisor to the City and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, to the City with respect to any information, materials or communications; (c) the Purchaser and its representatives are acting for their own interests; and (d) the City has been informed that it should discuss any such information, materials or communications with any and all internal and external advisors and experts that the City deems appropriate before acting on any such information, materials or communications.

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

Date of First Reading: ______________________________

Date of Second Reading: ______________________________

PASSED and **APPROVED** this _____ day of ________________, 2026 by a roll call vote of the Ste. Genevieve Board of Aldermen as follows:

VOTE

Alderwoman Amie Dobbs
Alderman Patrick Fahey
Alderman Sam Hughey
Alderman Robert Donovan
Alderman Jeff Eydmann
Alderman Joe Steiger
Alderman Joe Prince
Alderman Teddy Ross

APPROVED AS TO FORM:

MAYOR BRIAN KEIM

CITY ATTORNEY

ATTEST:

REVIEWED BY:

CITY CLERK, PAM MEYER

CITY ADMINISTRATOR, DAVID BOVA

EXHIBIT A
TO ORDINANCE

(FORM OF BONDS)

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN-DESCRIBED ORDINANCE.

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered **No.** ____	**Registered** $________

CITY OF STE. GENEVIEVE, MISSOURI

GENERAL OBLIGATION BOND
SERIES 2026

Interest Rate	Maturity Date	Dated Date
4.85%	March 1, 20__	August ___, 2026

REGISTERED OWNER: BLOOMSDALE BANK

PRINCIPAL AMOUNT: ____

THE CITY OF STE. GENEVIEVE, MISSOURI, a fourth-class city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the principal amount shown above on the Maturity Date shown above unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2027, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption to the Person in whose name this Bond is registered on the Bond Register (as hereinafter defined) at the maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the principal payment office of Bloomsdale Bank, Bloomsdale, Missouri (the "Paying Agent"), or such other office designated by the Paying Agent. The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the last day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date. The principal or Redemption Price of and interest on this Bond shall be payable (1) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or such other address furnished to the Paying Agent in writing by such Registered Owner or (2) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent not less than 15 days prior to the Record Date for such payment, containing the electronic transfer instructions including the name and address of the bank, the bank's ABA routing number and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee may be applicable. The principal or Redemption Price of and interest on this Bond shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Notwithstanding any provisions to the contrary contained herein, the Purchaser or any successor shall not be required to present the Bonds to receive payment of any principal or interest due hereunder, other than the final payment of principal.

This Bond is one of an authorized series of bonds of the City designated "General Obligation Bonds, Series 2026," aggregating the principal amount of $150,000 (the "Bonds"), issued by the City for the purpose of providing funds to (a) pay the costs of the Project and (b) pay the costs of issuing the Bonds, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, and pursuant to an election duly held within the boundaries of the City and an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the Board of Aldermen of the City. *Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.*

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

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

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

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

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

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

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

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the principal or Redemption Price of and interest on the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

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

CERTIFICATE OF AUTHENTICATION

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

Registration Date: ____________________

BLOOMSDALE BANK,
Paying Agent

By ______________________________
Authorized Signatory

CITY OF STE. GENEVIEVE, MISSOURI

By: ______________________________
Mayor

(Seal)

ATTEST:

____
City Clerk

ASSIGNMENT

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

____

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

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

Dated: ____________________

____

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

Medallion Signature Guarantee:

EXHIBIT B
TO ORDINANCE

PLACEMENT AGENT AGREEMENT

[On file in the office of the City Clerk]

Gilmore & Bell, P.C.
Draft – August 4, 2026

PLACEMENT AGENT AGREEMENT

August __, 2026

Mayor and Board of Aldermen
City of Ste. Genevieve
165 South 4th Street
Ste. Genevieve, Missouri 63670

Re: $150,000 City of Ste. Genevieve, Missouri, General Obligation Bonds, Series 2026

The City of Ste. Genevieve, Missouri (the "Issuer"), proposes to issue, offer, and sell in a private placement the above-referenced obligations of the Issuer (the "Bonds") issued in an aggregate principal amount of $150,000. The Bonds shall consist of fully-registered bonds in denominations of $5,000 or an integral multiple thereof.

The issuance of the Bonds has been authorized by Ordinance No. ____ of the Issuer, passed on August 13, 2026 (the "Ordinance"). The Issuer is issuing the Bonds for the purpose of financing the costs of the Project (as defined in the Ordinance).

This Placement Agent Agreement (this "Agreement") confirms the agreement between the Issuer and McLiney and Company (the "Placement Agent") as follows:

1. **Engagement**. The Issuer hereby ratifies its engagement with the Placement Agent as its exclusive agent to assist the Issuer in placing the Bonds on a best efforts basis with Bloomsdale Bank, Bloomsdale, Missouri, a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 (the "Securities Act") or an "accredited investor" as defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act, as represented by the purchaser in an executed Lender Letter in the form attached as **Exhibit A** (the "Purchaser") on a private placement basis (the "Placement"). Sale and delivery of the Bonds by the Issuer and purchase by the Purchaser will occur on the day of closing, expected to be on or about August __, 2026 ("Closing Date"). The Issuer acknowledges and agrees that the Placement Agent's engagement hereunder is not an agreement by the Placement Agent or any of its affiliates to underwrite or purchase the Bonds or otherwise provide any financing to the Issuer. The Placement Agent hereby accepts this engagement upon the terms and conditions set forth in this Agreement.

2. **Fees and Expenses**. The Placement Agent agrees to waive any placement fee for its services under this Agreement, and the Placement Agent acknowledges that it will receive no financial compensation for its services hereunder.

3. **Disclosure and Due Diligence**.

(a) The Issuer prepared and provided the Placement Agent with such financial statements and other information, if any, requested by the Placement Agent to assist in the marketing and sale of the Bonds (together with all supplements, modifications, and additions thereto prior to the Closing Date, the "Placement Materials"). The Issuer acknowledges and agrees that it is solely responsible for the completeness, truth, and accuracy of the Placement Materials and that the Placement Agent and the Purchaser may rely upon, as complete, true, and accurate, the Placement Materials and all information provided by the Issuer to the Placement Agent for use in connection with the Placement and that the Placement Agent does not assume any responsibility therefor.

(b) The Issuer will make available to each Purchaser and the Placement Agent such documents and other information which the Purchaser or the Placement Agent reasonably requests, will provide access to its officials, employees, accountants, counsel and other representatives, and will provide each Purchaser and the Placement Agent the opportunity to ask questions and receive answers from knowledgeable individuals, including Bond Counsel (whose opinion the Purchaser shall receive and upon which they may rely), the Bonds, and the security therefor; it being understood that the Purchaser and the Placement Agent will rely solely upon such information supplied by the Issuer and its representatives without assuming any responsibility for independent investigation or verification thereof.

(c) If the Placement Agent is unable to complete "due diligence" in order to form a reasonable basis for recommending the Bonds to the Purchaser either (1) because of the Issuer's failure to comply with paragraph (a) or (b) of this paragraph or (2) because the Placement Agent uncovers "red flags" about the Issuer that cause the Placement Agent to be not satisfied that the Placement Agent can in good faith recommend the Bonds to the Purchaser, the Placement Agent may terminate this Agreement without further obligation on the part of the Placement Agent to proceed with the Placement and without any obligation on the part of the Placement Agent to reimburse to the Issuer any monies advanced by the Issuer to the Placement Agent.

4. **Representations, Warranties, and Agreements of the Issuer**. As of the date of this Agreement, unless otherwise stated, the Issuer represents, warrants, and agrees with the Placement Agent that:

(a) The Issuer is duly organized and validly existing under the laws of the State of Missouri (the "State") with the power to adopt the Ordinance, perform the agreements on its part contained therein and in the agreements approved thereby and cause the issuance of the Bonds.

(b) The Issuer will not cause or permit any action to be taken in the placement of the Bonds in violation of the requirements for exemption from registration or qualification of the Bonds under all federal and applicable state securities laws and regulations.

(c) The Issuer has complied, and in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State in connection with the sale of the Bonds.

(d) The Issuer: (1) has duly authorized and approved the execution and delivery of this Agreement; (2) has duly adopted the Ordinance; (3) approves of and ratifies the delivery of the Placement Materials to prospective purchasers; and (4) has duly authorized and approved the execution and delivery of the Bonds, the Federal Tax Certificate (as defined in the Ordinance) and any other documents or instruments that evidence or are a part of the transaction referred to herein or contemplated hereby (the "Financing Documents" and together with the Placement Materials, the "Information Package"), and the performance of its obligations and the consummation by it of all other transactions contemplated thereby.

(e) On the Closing Date, the Financing Documents will have been duly authorized, executed, and delivered by the Issuer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against the Issuer in the State.

(f) The Issuer is not, and on the Closing Date will not be, in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Financing Documents, and the execution and delivery of the Financing Documents, the adoption of the Ordinance and the issuance of the Bonds and compliance with the provisions of each will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties under the Financing Documents and the Bonds.

(g) No action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency, public board or body is, and on the Closing Date will not be, pending or, to the knowledge of the Issuer, threatened: (i) in any way affecting the existence of the Issuer or the titles of the members of the Board of Aldermen to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the levy, assessment or collection of taxes or collection or payment by the Issuer of any amounts pledged or to be pledged as security to pay the principal of and interest on Bonds, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Ordinance or the Financing Documents, (iv) contesting in any way the completeness, truth, or accuracy of the Placement Materials, (v) except as disclosed in the Placement Materials, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the security or source of payment of, or to pay debt service on the Bonds, or (vi) contesting the status of the interest on the Bonds as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Placement Materials.

(h) Regarding information provided by the Issuer to the Placement Agent:

(1) The Issuer will furnish the Placement Agent and the Purchaser with the Information Package, as requested. The Issuer represents and warrants that all information made available to the Placement Agent by the Issuer or contained in

the Information Package, when provided will be, and will be at all times thereafter during the period of the engagement of the Placement Agent hereunder, be complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made;

(2) except as otherwise indicated to the contrary in the Issuer's financial statements, all historical financial statements of the Issuer provided to the Placement Agent and the Purchaser will fairly present the financial condition and operations of the entities covered thereby in all material respects;

(3) any forecasted financial or market information with respect to the Issuer or its market provided to the Placement Agent and the Purchaser by the Issuer has been or will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein.

(i) On the Closing Date, the Issuer will deliver or cause to be delivered to the Placement Agent:

(1) The opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, addressed to the Issuer, the Purchaser, and the Placement Agent in the form attached as **Exhibit B**, dated the Closing Date relating to:

(A) the validity of the Bonds;

(B) exemption from registration and qualification under federal and state securities law; and

(C) the tax-exempt status of the Bonds;

(2) A certificate of the Issuer, dated the Closing Date, signed by an official of the Issuer, in form and substance satisfactory to the Purchaser, the Placement Agent and Bond Counsel, stating:

(A) the representations and warranties of the Issuer contained in this Agreement are true and correct as if made on the Closing Date; and

(B) the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement.

(3) A letter, in the form attached to this Agreement as **Exhibit A**, executed by the Purchaser and addressed to the Issuer and the Placement Agent; and

(4) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent or its counsel, if any, and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer, and the due performance or satisfaction by the Issuer at or prior to such time of all

agreements then to be performed and all conditions then to be satisfied by the Issuer.

5. **Termination**. This Agreement may be terminated by either party upon written notice.

6. **Survival of Certain Representations and Obligations**. The respective agreements, covenants, representations, warranties and other statements of the Issuer and its officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Bonds and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

7. **Notices**. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at its address set forth above. Any notice or other communication to be given to the Placement Agent under this Agreement may be given by delivering the same in writing to G. Joseph McLiney, 5201 Johnson Drive, Suite 415, Mission, Kansas 66205.

8. **No Boycott**. By entering into this Agreement, the Placement Agent certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Placement Agent understands that "boycott" includes, but is not limited to, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

9. **No Assignment**. This Agreement has been made by the Issuer and the Placement Agent, and no person, other than the foregoing, shall acquire or have any right under or by virtue of this Agreement.

10. **Applicable Law**. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Missouri.

11. **Effectiveness; Ratification**. This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution. To the extent the Placement Agent has already performed any of its duties or obligations under this Agreement prior to its execution, the Issuer hereby ratifies such actions of the Placement Agent.

12. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. **Counterparts**. This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

Respectfully submitted,

MCLINEY AND COMPANY

By: ______________________________
Name: ______________________________
Title: ______________________________

ACCEPTED this ___ day of August, 2026.

CITY OF STE. GENEVIEVE, MISSOURI

By: ______________________________
Name: Brian Keim
Title: Mayor

BILL NO. 4734 **ORDINANCE NO.**

AN ORDINANCE AUTHORIZING THE CITY OF STE. GENEVIEVE TO PURCHASE REAL PROPERTY FOR FUTURE WATER PLANT DEVELOPMENT

WHEREAS, the City of Ste. Genevieve desires to plan for and accommodate the future expansion and improvement of its municipal water system; and

WHEREAS, the acquisition of certain real property located at 884 Market Street would provide land necessary or beneficial for the future construction, expansion, and operation of a municipal water treatment or water plant and related facilities; and

WHEREAS, the City of Ste. Genevieve Board of Aldermen finds that acquiring the property is in the best interest of the City and its residents and will assist in meeting the City's future water service needs;

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

Section 1. The City is hereby authorized to purchase the real property located at 884 Market Street from Eric & Sarah J Kelley for a purchase price not to exceed $105,000, subject to the completion of any required inspections, contingencies, title work, and closing requirements.

Section 2. The City Administrator is hereby authorized to execute all documents necessary to complete the purchase on behalf of the City including Attachment 'A" Real Estate Purchase Agreement.

Section 3. The property shall be acquired and held for future municipal purposes, including the potential construction and development of a new water plant and related water system facilities.

Section 4. This Ordinance shall take effect and be in full force and effect upon its passage and approval as provided by law.

PASSED AND APPROVED BY THE STE. GENEVIEVE BOARD OF ALDERMEN ON THE _______ DAY OF ________________, 2026.

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

David Bova, City Administrator

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____________, 2026 (the "Effective Date"), by and between: ERIC KELLEY and SARAH J. KELLEY, husband and wife, having an address at 12359 Lakeview Ct, Ste. Genevieve, MO 63670 (collectively, "Seller"), and CITY OF STE. GENEVIEVE, a Missouri municipal corporation, having an address at 165 S. Fourth Street, Ste. Genevieve, MO 63670 (the "Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Seller is the owner of certain real property located in Ste. Genevieve County, Missouri, more particularly described herein; and

WHEREAS, Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, upon the terms and conditions set forth in this Agreement.

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

Article 1 — PURCHASE AND SALE

1. Agreement to Purchase and Sell. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, all of Seller's right, title, and interest in and to the Property for the Purchase Price.

2. Description of Property. The Property consists of the following real property located in Ste. Genevieve County, Missouri, and more particularly described in Exhibit A attached hereto and incorporated herein by reference:

   All that part of Lot No. Two (2) in United States Survey No. 364, in the City of Ste. Genevieve, described as follows, to-wit: Begin at Northwest corner of Survey No. 280, thence North 18 degrees West, 180 feet and 11 inches to Southern line of Market Street; thence along said line North 75 1/4 degrees East 134 feet and 8 inches; thence South 18 degrees East, 96 feet and 8 inches to Northern line of said Survey No. 280; thence along said line South 70 degrees West 134 feet and 8 inches to beginning corner, being same property recorded in Book No. 65, Page 453, one of the land records of Ste. Genevieve County, State of Missouri.

3. Purchase Price. The purchase price for the Property shall be One Hundred Five Thousand Dollars ($105,000.00) (the "Purchase Price").

4. Payment of Purchase Price. The Purchase Price shall be paid by Buyer to Seller at Closing in immediately available funds by wire transfer or cashier's check.

Article 2 — CONTINGENCIES

1. Title Review Contingency. Buyer shall have thirty (30) days from the Effective Date (the "Title Review Period") to obtain and review a Title Commitment and survey of the Property. During the Title Review Period, Buyer shall have the right, in its sole and absolute discretion, to terminate this Agreement for any reason or no reason by providing written notice of termination to Seller on or before the expiration of the Title Review Period. If Buyer terminates this Agreement pursuant to this Section I, this Agreement shall be null and void, and neither Party shall have any further rights or obligations hereunder. If Buyer does not deliver written notice of termination to Seller on or before the expiration of the Title Review Period, Buyer shall be deemed

to have waived its right to terminate under this Section I, and this contingency shall be deemed satisfied.

2. AS IS, WHERE IS Sale. Buyer acknowledges and agrees that, except as expressly set forth in this Agreement, Seller is selling and Buyer is purchasing the Property on an "AS IS, WHERE IS" basis, with all faults and defects, whether known or unknown, latent or patent. Buyer acknowledges that Buyer has had the opportunity to inspect and investigate the Property and is relying solely on its own inspections and investigations and not on any representations or warranties by Seller, except as expressly set forth in this Agreement. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION OF THE PROPERTY. Buyer expressly waives and relinquishes any right it may have to bring any claim or action against Seller relating to the condition of the Property, except for claims based on fraud or intentional misrepresentation by Seller.

3. Demolition and Removal of Structure. Seller shall, at Seller's sole cost and expense, demolish and completely remove the Structure from the Property, including the removal of all foundations, debris, and materials associated with the Structure, prior to the Closing Date. Seller shall obtain all necessary permits and approvals for such demolition and removal and shall comply with all applicable laws, ordinances, and regulations. Seller shall leave the Property in a clean and level condition following demolition and removal. Seller shall provide Buyer with written evidence satisfactory to Buyer that the demolition and removal have been completed and that all permits have been closed prior to Closing. The obligation of Seller to demolish and remove the Structure is a condition precedent to Buyer's obligation to close, and if Seller fails to complete such demolition and removal prior to the Closing Date, Buyer may, at its option, either (a) terminate this Agreement by written notice to Seller, or (b) extend the Closing Date for a reasonable period to allow Seller to complete the demolition and removal.

Article 3 — TITLE AND CONVEYANCE

1. Title to Property. Seller shall convey to Buyer at Closing good and marketable title to the Property, free and clear of all liens, encumbrances, easements, restrictions, and other matters affecting title, except for:

A. Real estate taxes and assessments not yet due and payable;

B. Easements, restrictions, and other matters of record that do not materially interfere with Buyer's intended use of the Property; and

C. Such other matters as Buyer may approve in writing (collectively, the "Permitted Exceptions").

2. Conveyance. At Closing, Seller shall execute and deliver to Buyer a general warranty deed in recordable form conveying the Property to Buyer, subject only to the Permitted Exceptions.

3. Title Insurance. Buyer shall obtain, at its own expense, an owner's title insurance policy insuring Buyer's title to the Property in the amount of the Purchase Price, subject only to the Permitted Exceptions.

Article 4 — CLOSING

1. Closing Date. The Closing shall take place on a date mutually agreed upon by the Parties in writing, but in no event later than thirty (30) days following the expiration of the Title Review Period, or such other date as the Parties may agree in writing. The Closing shall take place at the offices of the Title Company, or at such other location as the Parties may mutually agree.

2. Seller's Deliveries. At Closing, Seller shall deliver to Buyer the following:

A. The Deed, duly executed and acknowledged by Seller;

B. A certificate of a duly authorized representative of Seller certifying that the demolition and removal of the Structure have been completed in accordance with Section 3 of Article 2;

C. Such other documents and instruments as may be reasonably required by the Title Company or Buyer to consummate the transactions contemplated by this Agreement.

3. Buyer's Deliveries. At Closing, Buyer shall deliver to Seller the following:

A. The Purchase Price in accordance with Section IV of Article 2;

B. Such other documents and instruments as may be reasonably required by the Title Company or Seller to consummate the transactions contemplated by this Agreement.

4. Closing Costs and Prorations.

A. Seller shall pay (i) all costs associated with the demolition and removal of the Structure, (ii) the cost of preparing and recording the Deed, (iii) one-half of any escrow or closing fees charged by the Title Company, (iv) all real estate transfer taxes, and (v) all costs of satisfying or releasing any liens or encumbrances on the Property not assumed by Buyer.

B. Buyer shall pay (i) the cost of the Title Commitment and owner's title insurance policy, (ii) one-half of any escrow or closing fees charged by the Title Company, (iii) the cost of any survey, and (iv) all recording fees for documents delivered by Buyer.

C. Real estate taxes, assessments, and other charges with respect to the Property shall be prorated as of the Closing Date.

Article 5 — REPRESENTATIONS AND WARRANTIES

1. Seller's Representations and Warranties. Seller represents and warrants to Buyer as follows:

A. Authority. Seller has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

B. Title. Seller is the sole owner of the Property and has good and marketable title to the Property.

C. Litigation. There is no action, suit, proceeding, or investigation pending or, to Seller's knowledge, threatened against Seller or the Property that would materially adversely affect Seller's ability to consummate the transactions contemplated by this Agreement.

D. Compliance with Laws. To Seller's knowledge, Seller has not received any written notice of any violation of any applicable law, ordinance, or regulation with respect to the Property that remains uncured.

2. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

A. Authority. Buyer is a duly organized and validly existing municipal corporation under the laws of the State of Missouri and has full power and authority to enter into this Agreement and to consummate the transactions contemplated hereby.

B. Binding Obligation. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

3. Survival. The representations and warranties set forth in this Article 6 shall survive the Closing for a period of one (1) year.

Article 6 — DEFAULT AND REMEDIES

1. Seller's Default. If Seller defaults in its obligations under this Agreement, Buyer may, as its sole and exclusive remedy, either (a) terminate this Agreement by written notice to Seller, or (b) seek specific performance of this Agreement.

2. Buyer's Default. If Buyer defaults in its obligations under this Agreement, Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to Buyer.

Article 7 — MISCELLANEOUS PROVISIONS

1. 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 in person, when transmitted by electronic mail (with confirmation of receipt), or when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

A. If to Seller: Eric Kelley and Sarah J. Kelley
12359 Lakeview Ct
Ste. Genevieve, MO 63670
Email: ____________________

B. If to Buyer: City of Ste. Genevieve
165 S. Fourth Street
Ste. Genevieve, MO 63670
Attention: City Administrator
Email: dbova@stegenevieve.gov

or to such other address as either Party may designate by notice to the other Party in accordance with this Section.

2. 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.

3. Entire Agreement. This Agreement, including all exhibits and schedules attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

4. Amendment and Waiver. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced.

5. 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 electronic transmission of a facsimile or PDF signature shall be deemed to have the same force and effect as delivery of an original signature.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Assignment. Buyer may not assign this Agreement without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any attempted assignment in violation of this Section shall be null and void.

8. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

9. Captions. The captions and headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

10. Time of Essence. Time is of the essence with respect to all dates and time periods set forth in this Agreement.

11. 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 provisions of this Agreement and to consummate the transactions contemplated hereby.

12. Broker. Each Party represents and warrants to the other that it has not engaged any broker, finder, or other intermediary in connection with the transactions contemplated by this Agreement. Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any claim by any broker, finder, or other intermediary claiming to have been engaged by the indemnifying Party.

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

SELLER:

____

Eric Kelley

Date: ____________________

____

Sarah J. Kelley

Date: ____________________

BUYER:

CITY OF STE. GENEVIEVE

By: ___________________________

Name: ___________________________ ___________________________

Title: ___________________________

Date: ____________________