



NOTICE OF MEETING

City Council

Regular Meeting – Monday, July 20, 2026 – 5:30 PM
City Hall – 1100 Frederick Avenue

Council Seating Arrangement

Mike Schumacher
City Manager

Larry Miller
Mayor

Kaycee Garton
City Clerk

Councilmembers
Marty Novak (At Large)
Randy Schultz (At Large)
Andrew Trout (3rd District)
Gary Wilkinson (At Large)

Councilmembers
Collin Clibon (At Large)
Madison Davis (1st District)
Jason Eslinger (2nd District)
Russell Moore (4th District)

AGENDA

PLEDGE OF ALLEGIANCE:

ROLL CALL:

CALL TO ORDER:

MINUTES:

1. Approval of the minutes of the Regular Meeting held July 6, 2026, at 5:30pm, as transcribed by the City Clerk.

SPECIAL RECOGNITIONS:

2. None.

ACCEPTANCE OF AGENDA:

3. Motion to accept the Agenda as published.

PUBLIC HEARING:

4. None.

CONSENT AGENDA:

5. Motion to accept the Consent Agenda.

NOMINATIONS AND APPOINTMENTS:

6. Filed 7/7/26: Councilmember Collin Clibon nominates Mary Kottenstette, 208 N 19th Street,

to serve as a member of the Landmark Commission for a term expiring July 20, 2029; she is replacing Alec Jennings, whose term has expired.

7. Filed 7/7/26: Councilmember Collin Clibon nominates Gary Clark, 2838 Mitchell Ave, to serve as a member of the Landmark Commission for a term expiring December 11, 2026; he is filling a vacancy on the board.
8. Filed 7/7/26: Councilmember Collin Clibon nominates Michael Maguire, 1808 Ashland Ave, to serve as a member of the Senior Citizen Foundation Inc. Board for a term expiring June 30, 2029; he is replacing Janie Obermier, who has resigned.
9. Filed 7/7/26: Councilmember Collin Clibon nominates Charles Przybylski, 4512 Iris Ave, to serve as a member of the Senior Citizen Foundation Inc. Board for a term expiring June 30, 2029; he is replacing Gene Egbert, who has resigned.

BILLS FOR PASSAGE:

10. **BILL # 179-26**
AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF PAYMENT FROM MOSAIC LIFE CARE FOR FUTURE PROFESSIONAL SERVICE COSTS ASSOCIATED WITH THE DEVELOPMENT OF THE MOSAIC CARDIAC CENTER OF EXCELLENCE TO BE LOCATED ON THE MOSAIC LIFE CARE CAMPUS AT 5325 FARAON STREET; AN AMENDMENT TO THE GENERAL FUND PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ALLOCATE THE FUNDS RECEIVED; AND EXECUTION OF A STATEMENT OF WORK NO. 15 WITH GEORGE BUTLER & ASSOCIATES, INC. FOR PLAN REVIEW SERVICES ALL IN THE AMOUNT OF \$42,217.00.
11. **BILL # 178-26**
AN ORDINANCE AUTHORIZING A LAND LEASE RENEWAL WITH THE UNITED STATES OF AMERICA FOR THE USE OF 190 ACRES, LOCATED AT ROSECRANS MEMORIAL AIRPORT TO BE USED AS A DROP ZONE BY THE MISSOURI AIR NATIONAL GUARD.
12. **BILL # 181-26**
AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WESTERN RECEPTION, DIAGNOSTIC AND CORRECTIONAL CENTER TO PARTICIPATE IN THE SUPERVISED WORK RELEASE PROGRAM.

RESOLUTIONS FOR ADOPTION:

13. **BILL # 100-26**
A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR DEMOLITION AND SITE CLEARANCE SERVICES WITH MADGET DEMOLITION TO DEMOLISH THE FORMER FIRST BAPTIST MT. UNION CHURCH LOCATED AT 4604 KING HILL AVENUE IN THE AMOUNT OF \$45,000.00.
14. **BILL # 182-26**

A RESOLUTION AFFIRMING THE PURCHASE OF SECURITY CAMERAS FOR FELIX STREET SQUARE UTILIZING STATE RIVERBLUFF ARPA FUNDS WITH ALL SYSTEMS GO IN THE AMOUNT OF \$59,030.60.

15. **BILL # 183-26**

A RESOLUTION OF OFFICIAL INTENT OF THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, FOR THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS TO FINANCE A PROJECT FOR THE BENEFIT OF BRYAN PROPERTIES AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.

***** End of Consent Agenda *****

NOMINATIONS & APPOINTMENTS:

16. None.

BILLS FOR PASSAGE:

17. **BILL # 180-26**

AN ORDINANCE GRANTING ADDITIONAL PARKING SPACES ONTO SOUTHWEST PARKWAY BETWEEN FLEEMAN STREET AND MASON ROAD AS REQUESTED BY THE ST. JOSEPH SCHOOL DISTRICT.

EMERGENCY BILLS FOR PASSAGE:

18. **BILL # 184-26**

AN EMERGENCY ORDINANCE TEMPORARILY SUSPENDING THE ACCEPTANCE AND PROCESSING OF APPLICATIONS RELATING TO THE DEVELOPMENT, CONSTRUCTION, OR EXPANSION OF DATA CENTER FACILITIES WITHIN CITY LIMITS AND DIRECTING THE CITY MANAGER TO PROVIDE RECOMMENDED ACTIONS TO ADDRESS THE UNIQUE CHARACTERISTICS, DEMANDS, AND IMPACTS OF DATA CENTER CONSTRUCTION AND DEVELOPMENT.

RESOLUTIONS FOR ADOPTION:

19. None.

BILLS FOR FIRST READING:

20. **BILL # 185-26**

AN ORDINANCE AMENDING DIVISION 4 "REGULATED SUBSTANCES" OF ARTICLE VI "OFFENSES AGAINST PUBLIC MORALS" OF CHAPTER 20 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES FOR THE CITY OF ST. JOSEPH BY AMENDING SECTION 20-341 TO MAKE THE DISTRIBUTION AND/OR POSSESSION OF MITRAGYNA SPECIOSA (KRATOM) UNLAWFUL; AND BY ENACTING NEW SECTIONS 20-342 AND 20-343 TO MAKE THE DISTRIBUTION

AND/OR POSSESSION OF HYDROXYMITRAGYNINE (7-OH) AND TIANEPTINE UNLAWFUL.

21. **BILL # 186-26**

AN ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 1727 CLIFFORD STREET FOR USE AS A TOW LOT AS REQUESTED BY KATIE GRAHAM OF NALL TRUCKING.

22. **BILL # 187-26**

AN ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 1700 FREDERICK AVENUE FOR USE AS AN AUTO SALES BUSINESS AS REQUESTED BY LESLIE WHEELER OF CORNELIUS AUTO SALES LLC.

23. **BILL # 188-26**

AN ORDINANCE AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 AND AN AMENDMENT TO THE PARKS SALES TAX FUND WITH MID-STATES SCHOOL EQUIPMENT CO. FOR THE PURCHASE AND INSTALLATION OF NEW HANDRAILS FOR PHIL WELCH STADIUM IN THE AMOUNT OF \$49,737.00.

REPORTS OF BOARDS & COMMISSIONS:

- 24. Filed 7/1/26: Minutes of the Social Welfare Board held May 26, 2026, at 3:00pm, at Roger's Pharmacy, 3705 N Belt Highway.
- 25. Filed 7/2/26: Minutes of the St. Joseph Public Library meeting held June 29, 2026, at 6:00pm at the Downtown Library, 927 Felix Street.
- 26. Filed 7/2/26: Minutes of the St. Joseph Public Library Budget Committee meeting held June 29, 2026, at 5:30pm at the Downtown Library, 927 Felix Street.
- 27. Filed 7/9/26: Minutes of the Traffic Commission held July 8, 2026, at 9:00am, in the First Floor Conference Room at City Hall.
- 28. Filed 7/14/26: Minutes of the Housing Authority meeting held May 21, 2026, at 4:00pm, at the Housing Authority Office, 2902 S. 36th Street.

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

- 29. Filed 7/10/26: Minutes of the City Council Work Session held July 6, 2026, at 4:00pm, in the Fourth Floor Conference Room at City Hall.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

- 30. None.

DELEGATIONS, PETITIONS:

- 31. None.

COMMUNICATIONS:

- 32. Filed 7/1/26: Municipal Division Summary Report June 2026.
- 33. Filed 7/6/26: Minutes of the St. Joseph Museums Bi-Monthly Board meeting held May 21, 2026 at 4:00pm, at St. Joseph Museums, 3406 Frederick Avenue.
- 34. Filed 7/7/26: Human Resources Department Monthly Activity Report, June 2026.
- 35. Filed 7/8/26: Minutes of the St. Joseph Museums Programming Committee meeting held June 9, 2026, at 1:30pm, at St. Joseph Museums, 3406 Frederick Avenue.
- 36. Filed 7/10/26: The Center Quarterly Data, June 2026.
- 37. Filed 7/13/26: Missouri Gaming Commission State/Local Allocation of Gaming Revenue, June 2026.
- 38. Filed 7/14/26: Parks and Recreation Department monthly report, June 2026.

OTHER BUSINESS:

- 39. City Manager's Report.

PUBLIC COMMENT:

ADJOURN:

Kaycee Garton, City Clerk

It is the intention of the City of St. Joseph to comply in all aspects with the Americans with Disabilities Act (ADA). If you plan on attending a meeting to participate or to observe and need special assistance beyond what is routinely provided, the city will attempt to accommodate you in every reasonable manner. Please contact the ADA Coordinator, 816-271-4731, or TODD# 816-271-4745 at least two business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

MINUTES
CITY COUNCIL
July 6, 2026
5:30 PM Regular Meeting
City Hall – 1100 Frederick Avenue

PLEDGE OF ALLEGIANCE:

ROLL CALL:

	<u>Name</u>	<u>Term Attendance</u> (mtgs attended-mtgs absent)
Members present:	Mayor Larry Miller	(6-1)
	Councilmember Collin Clibon	(7-0)
	Councilmember Madison Davis	(7-0)
	Councilmember Jason Eslinger	(7-0)
	Councilmember Russell Moore	(7-0)
	Councilmember Marty Novak	(7-0)
	Councilmember Randy Schultz	(6-1)
	Councilmember Andy Trout	(6-1)
	Councilmember Gary Wilkinson	(7-0)
Members absent:	None.	
Total membership--9. Five members constitute a quorum.		

Also present were City Manager Mike Schumacher, Assistant City Manager Dawn Lanning, City Attorneys Josh Emberton and Jason Soper, Public Works & Transportation Director Chance Gallagher, Police Chief Paul Luster, Fire Chief Ivan Klippenstein, Finance Director Nicole Poirier, Health Director Debra Bradley, Technology Services Director Josh Royle, Human Resources Director Amy Cohorst, Parks & Recreation Director Jeff Atkins, Civic Facilities Director Mary Robertson, General Services Director Laurie Thompson, Planning & Community Development Director Dale Reuter, Deputy Police Chief Jason Strong, Assistant Parks & Recreation Director Mark Pettit, Deputy Director of Recreation Jende Smith, Communication & Community Engagement Manager Jessica Kozol, Multimedia Planner Ed Schilling, City Clerk Kaycee Garton, Deputy City Clerk Latisha Little, Executive Admin. Asst. Jacy Brooks, and Business Liaison Heidi Eggers.

CALL TO ORDER:

The Council of the City of St. Joseph, Missouri, met in regular meeting in the Council Chamber at City Hall, on Monday, July 6, 2026, at 5:30pm. The meeting was called to order at 5:30pm by Mayor Miller. Notice of said meeting has been established as every other Monday at 5:30pm. Further notice was provided by posting the regular meeting date and time in the City Clerk's office at City Hall, and by written notice (together with a tentative agenda) in the City Clerk's office three days in advance.

MINUTES:

1. Approval of the minutes of the regular meeting held June 22, 2026, at 5:30 p.m., as transcribed by the City Clerk.

By general consent, the minutes were approved as transcribed by the City Clerk.

SPECIAL RECOGNITIONS:

2. Parks & Recreation Proclamation

Councilmember Davis read the proclamation and presented it to Parks & Recreation Director, Jeff Atkins.

3. Key to the City - Lori Frederick

Mayor Miller presented a "Key to the City" to retiring Executive Administrative Assistant, Lori Frederick.

4. Key to the City - Scott Koch

Mayor Miller presented a "Key to the City" to retiring Senior Work Leader, Scott Koch.

5. Key to the City - Perry Hughes

Mayor Miller presented a "Key to the City" to retiring Field Supervisor, Perry Hughes.

ACCEPTANCE OF AGENDA:

6. Motion to accept the Agenda as published.

It was moved by Councilmember Eslinger and seconded by Councilmember Davis that the agenda be accepted as published. Motion carried. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Trout, Wilkinson --9.

PUBLIC HEARING:

7. None.

CONSENT AGENDA:

8. Motion to accept the Consent Agenda.

It was moved by Councilmember Novak and seconded by Councilmember Davis that all items on the Consent Agenda be passed, except Bill #173-26, which was removed from the Consent Agenda to be amended before passage. Motion carried. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Trout, Wilkinson --9.

NOMINATIONS AND APPOINTMENTS:

9. None.

BILLS FOR PASSAGE:10. **BILL # 171-26**

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR TRIUMPH FOODS, LLC; AUTHORIZING THE CITY OF ST. JOSEPH, MISSOURI, TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS (TRIUMPH FOODS, LLC PROJECT), SERIES 2026, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$32,000,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

The ordinance, having been read the first time on June 22, 2026, was read the second time and passed.

S.O. 10836

11. **BILL # 172-26**

AN ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 1201 GARFIELD AVENUE FOR USE AS AN AUTO SALES BUSINESS AS REQUESTED BY JONATHAN HOCKADAY OF LLA AUTO SALES LLC.

The ordinance, having been read the first time on June 22, 2026, was read the second time and passed.

S.O. 10837

12. **BILL # 174-26**

AN ORDINANCE AFFIRMING THE EXECUTION OF AN AGREEMENT WITH RICHARD WOODLEY TO PROVIDE SECURITY SERVICES AT ST. JOSEPH CITY HALL.

The ordinance, having been read the first time on June 22, 2026, was read the second time and passed.

S.O. 10838

13. **BILL # 175-26**

AN ORDINANCE APPROVING AND AFFIRMING THE EMERGENCY PROCUREMENT AND REPAIR OF THE FRAZIER RADIO TOWER TRANSMIT AND RECEIVE ANTENNA SYSTEM DAMAGED BY A LIGHTNING STRIKE; AUTHORIZING PAYMENT TO MIDWEST MOBILE RADIO SERVICE, INC. IN THE AMOUNT OF \$41,030.45 AND AUTHORIZING BUDGET AMENDMENTS TO THE GENERAL FUND POLICE DEPARTMENT AND THE PUBLIC SAFETY RADIO AND TOWER MAINTENANCE FUND.

The ordinance, having been read the first time on June 22, 2026, was read the second time and passed.
S.O. 10839

RESOLUTIONS FOR ADOPTION:

14. **BILL # 176-26**

A RESOLUTION AUTHORIZING THE EXECUTION OF A HOUSING REHABILITATION CONTRACT WITH JOSEPH EWING (OWNER) AND MAKESHIA STONE (OWNER); AND SUPERIOR EXTERIORS OF NORTHWEST MISSOURI, LLC (CONTRACTOR) FOR A HOUSING REHABILITATION PROJECT AT 2213 AGENCY ROAD FOR A TOTAL AMOUNT NOT TO EXCEED \$34,463.00.

The resolution was read and adopted.
Resolution No. 5677

15. **BILL # 177-26**

A RESOLUTION AUTHORIZING THE PURCHASE OF REPAIR SERVICES FOR THE INTERMEDIATE PUMP STATION VERTICAL TURBINE PUMP MOTOR AT THE WATER PROTECTION FACILITY FROM INDEPENDENT ELECTRIC MACHINERY COMPANY FOR USE BY THE WATER PROTECTION DIVISION IN THE AMOUNT OF \$64,802.00.

The resolution was read and adopted.
Resolution No. 5678

***** End of Consent Agenda *****

NOMINATIONS & APPOINTMENTS:

16. None.

BILLS FOR PASSAGE:

17. **BILL # 173-26**

AN ORDINANCE TO VACATE SEVERAL STREETS AND ALLEYS EAST OF STOCKYARDS EXPRESSWAY AND SOUTH OF FLORENCE ROAD AS REQUESTED BY THE CITY OF ST. JOSEPH.

It was moved by Councilmember Moore and seconded by Councilmember Novak that Bill #173-26 be amended before consideration for passage by excluding the following areas from the alleys and streets being vacated. First Street from Elk to the alleyway immediately South of 104 W. Elk and the alleyway South of 104 W. Elk from Smith Street to First Street. Ayes, Clibon, Davis, Eslinger, Moore, Novak, Schultz, Trout, Wilkinson--8 Nays, Miller--1.

The ordinance, having been read the first time on June 22, 2026, was read the second time and passed. Ayes, Clibon, Davis, Eslinger, Miller, Moore, Novak, Schultz, Trout, Wilkinson--9.
S.O. 10840

EMERGENCY BILLS FOR PASSAGE:

18. None.

RESOLUTIONS FOR ADOPTION:

19. None.

BILLS FOR FIRST READING:

20. **BILL # 178-26**

AN ORDINANCE AUTHORIZING A LAND LEASE RENEWAL WITH THE UNITED STATES OF AMERICA FOR THE USE OF 190 ACRES, LOCATED AT ROSECRANS MEMORIAL AIRPORT TO BE USED AS A DROP ZONE BY THE MISSOURI AIR NATIONAL GUARD.

The ordinance was introduced and read the first time.

21. **BILL # 179-26**

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF PAYMENT FROM MOSAIC LIFE CARE FOR FUTURE PROFESSIONAL SERVICE COSTS ASSOCIATED WITH THE DEVELOPMENT OF THE MOSAIC CARDIAC CENTER OF EXCELLENCE TO BE LOCATED ON THE MOSAIC LIFE CARE CAMPUS AT 5325 FARAON STREET; AN AMENDMENT TO THE GENERAL FUND PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ALLOCATE THE FUNDS RECEIVED; AND EXECUTION OF A STATEMENT OF WORK NO. 15 WITH GEORGE BUTLER & ASSOCIATES, INC. FOR PLAN REVIEW SERVICES ALL IN THE AMOUNT OF \$42,217.00.

The ordinance was introduced and read the first time.

22. **BILL # 180-26**

AN ORDINANCE GRANTING ADDITIONAL PARKING SPACES ONTO SOUTHWEST PARKWAY BETWEEN FLEEMAN STREET AND MASON ROAD AS REQUESTED BY THE ST. JOSEPH SCHOOL DISTRICT.

The ordinance was introduced and read the first time.

23. **BILL # 181-26**

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE

WESTERN RECEPTION, DIAGNOSTIC AND CORRECTIONAL CENTER TO PARTICIPATE IN THE SUPERVISED WORK RELEASE PROGRAM.

The ordinance was introduced and read the first time.

REPORTS OF BOARDS & COMMISSIONS:

24. Filed 6/17/26: Minutes of the Housing Authority meeting held May 21, 2026, at 4:00 p.m., at the Housing Authority Office, 2902 South 36th Street.
25. Filed 6/24/26: Minutes of the Senior Citizen Foundation, Inc. Board meeting held May 19, 2026 at 3:00 p.m., at the Joyce Raye Patterson 50+ Activity Center, 100 South 10th Street.
26. Filed 6/26/26: Minutes of the Planning Commission meeting held May 28, 2026 at 5:30 p.m., in the Council Chambers at City Hall.

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

27. Filed 6/30/26: Minutes of the City Council Work Session held June 22, 2026, at 4:00pm, in the Fourth Floor Conference Room at City Hall.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

28. None.

DELEGATIONS, PETITIONS:

29. None.

COMMUNICATIONS:

30. Filed 6/23/26: Minutes of the St. Joseph Museums Black Archives Museum Committee meeting held June 2, 2026, at 3:30pm, at St. Joseph Museums, 3406 Frederick Avenue.
31. Filed 6/29/26: Minutes of the St. Joseph Museums Funding-Social Events Committee meeting held June 11, 2026, at 4:00pm, at St. Joseph Museums, 3406 Frederick Avenue.

32. Filed 6/29/26: Minutes of the St. Joseph Museums Membership Committee meeting held May 14, 2026, at 3:00pm, at St. Joseph Museums, 3406 Frederick Avenue.
33. Filed 6/29/26: Minutes of the St. Joseph Museums Exhibitions Committee meeting held June 3, 2026, at 1:00pm, at the Wyeth Tootle Mansion, 1100 Charles Street.
34. Filed 6/30/26: Janie Obermier resignation from Senior Citizen Inc. Board effective June 30, 2026.
35. Filed 6/30/26: Gene Egbert resignation from Senior Citizen Inc. Board effective June 30, 2026.

OTHER BUSINESS:

36. City Manager's Report.

City Manager Mike Schumacher gave a shout-out to the City's Planning & Community Development Department on the processing of Business License applications. He mentioned that Accela; the software that's going to address Code Enforcement, Permitting and Business Licensing, will be rolling out in about two weeks.

PUBLIC COMMENT:

Bill #173-26:

- Chelsey Gross (3705 Hilda Lane) spoke in favor of the item. She said she currently maintains all the streets and alleyways in the area. She said illegal dumping is bad in the area and she thinks this will help with that issue.

Public Comment:

- Payton Hale (3711 SW Christie Lane Rd) spoke about Flock Cameras and a request for temporary suspension pending completion of a full Council review.
- Veronica Hupp (4006 N 39th Ct.) requested that the Council enact a Moratorium on Data Centers in our city.
- Paul Witkowski (5407 University Ave.) spoke in opposition to Data Centers and referred to them as "man-made monuments."

- Kendra Ezzell (5104 Shawnee) spoke in opposition to Data Centers, mentioned that over 1,600 people signed a petition requesting an 18-month Moratorium on Data Centers. She asked that Council considers a Moratorium and a change to zoning to include Data Centers in their own category. She also asked for a Community Advisory Committee for Data Centers.
- Steve Hofferber (605 N. 11th St.) spoke in opposition of Data Centers and gave reasons why the city should adopt a Moratorium.
- Deb Ballin (3115 N 34th Ter.) requested that Council very carefully consider any proposals that utilize any water from the Missouri River and the surrounding watershed. She spoke about concerns over pollutants due to water recycling.
- John Crawford (3604 E. Colony Sq.) spoke about a traffic hazard at Miller Road and Cook Road due to an overgrown corner lot.
- Dawn Mitchell (210 N. 4th St.) spoke about her non-profit for rescuing cats and requested that the city considers donation of the old Animal Shelter to her business.
- Tyler Higgins (201 E. Valley) expressed his support for a TNR program for the city and spoke about excessive exterior lighting ordinance.
- Bob Bergland (5304 Pickett Rd) mentioned that he lives just 5 blocks away from the Capstone Technology property. He said the city should address noise pollution while we are in a waiting period on the Data Center topic. He said our noise ordinances need updated and should be considered as part of the bigger picture.
- Warren Ingram (201 Oberlin St.) expressed his concerns over additional parking spaces along Southwest Parkway.

ADJOURN:

By general consent, the City Council adjourned.

The meeting adjourned at 06:35 PM.



Minutes transcribed by Kaycee Garton, City Clerk

July 2, 2026

To the Honorable Members
of the City Council
St. Joseph, Missouri 64501

Dear Mayor and Councilmembers:

Pursuant to Sections 2-471 - 2-474 and 2-615 – 2-619 of the Code of Ordinances, I hereby nominate Mary Kottenstette, 208 N. 19th Street, to serve as a member of the Landmark Commission, subject to the concurrence of the City Council.

Ms. Kottenstette's term will expire July 20, 2029. She is replacing Alec Jennings, whose term has expired.

Sincerely,



Collin Clibon
Councilmember

2026 JUL -7 AM 9:27
CITY CLERK

July 2, 2026

To the Honorable Members
of the City Council
St. Joseph, Missouri 64501

Dear Mayor and Councilmembers:

Pursuant to Sections 2-471 - 2-474 and 2-615 – 2-619 of the Code of Ordinances, I hereby nominate Gary Clark, 2838 Mitchell Ave, to serve as a member of the Landmark Commission, subject to the concurrence of the City Council.

Mr. Clark's term will expire December 11, 2026. He is filling a vacancy on the board.

Sincerely,



Collin Clibon
Councilmember

2026 JUL -7 AM 9:21
CITY CLERK

July 1, 2026

To the Honorable Mayor and
Members of the City Council
St. Joseph, Missouri 64501

Dear Mayor and Councilmembers:

Pursuant to Sections 2-471 - 2-474 and 2-705 – 2-708 of the Code of Ordinances, I hereby nominate Michael Maguire, 1808 Ashland Ave., to serve as a member of the Senior Citizen Foundation Inc. Board, subject to the concurrence of the City Council.

Mr. Maguire's term will expire on June 30, 2029. He is replacing Janie Obermier who has resigned to realign term dates to begin July 1 at the request of the Committee.

Sincerely,



Collin Clibon
Councilmember

2026 JUN 7 PM 5:03
ST. JOSEPH, MO

July 1, 2026

To the Honorable Mayor and
Members of the City Council
St. Joseph, Missouri 64501

Dear Mayor and Councilmembers:

Pursuant to Sections 2-471 - 2-474 and 2-705 – 2-708 of the Code of Ordinances, I hereby nominate Charles Przybylski, 4512 Iris Ave., to serve as a member of the Senior Citizen Foundation Inc. Board, subject to the concurrence of the City Council.

Mr. Przybylski's term will expire on June 30, 2029. He is replacing Gene Egbert who has resigned to realign term dates to begin July 1 at the request of the Committee.

Sincerely,



Collin Clibon
Councilmember

BILL # 179-26

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF PAYMENT FROM MOSAIC LIFE CARE FOR FUTURE PROFESSIONAL SERVICE COSTS ASSOCIATED WITH THE DEVELOPMENT OF THE MOSAIC CARDIAC CENTER OF EXCELLENCE TO BE LOCATED ON THE MOSAIC LIFE CARE CAMPUS AT 5325 FARAON STREET; AN AMENDMENT TO THE GENERAL FUND PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT BUDGET TO ALLOCATE THE FUNDS RECEIVED; AND EXECUTION OF A STATEMENT OF WORK NO. 15 WITH GEORGE BUTLER & ASSOCIATES, INC. FOR PLAN REVIEW SERVICES ALL IN THE AMOUNT OF \$42,217.00.

- Whereas,** Mosaic Life Care is in the early stages of the development of a Cardiac Center of Excellence to be located on the current Mosaic Life Care campus at 5325 Faraon Street with an estimated total cost of approximately \$67,500,000.00.
- Whereas,** GBA, as the City's third-party construction consultant, reviews large-scale commercial/industrial construction building and site plans for the City.
- Whereas,** GBA will perform the plan review services for the amount of \$42,217.00 pursuant to the terms of the Master Services Agreement between GBA and the City and the Statement of Work provided by GBA setting forth the scope of services which is attached hereto as Exhibit A.
- Whereas,** City Code section 7-400(6) only allows the City to collect a preliminary plan review fee of up to 15% of the total estimated permit fee to be paid by a developer, and such fee will be a credit toward the total fee when the permit is issued.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- Section 1.** That the amount of \$42,217.00 be and hereby is, accepted from Mosaic Life Care for professional services costs associated with the development of the Cardiac Center of Excellence.
- Section 2.** That the General Fund Planning & Community Development Department budget be, and hereby is, amended for FY27 as follows:

REVENUE		
ACCOUNT	DESCRIPTION	INCREASE
5410-3520	BUILDING PERMITS	\$42,217.00

APPROPRIATION		
ACCOUNT	DESCRIPTION	INCREASE
5410-1410	PROFESSIONAL SERVICES	\$42,217.00

- Section 3.** That the City Manager be, and hereby is, authorized on behalf of the City of St. Joseph, Missouri, to execute all necessary documents, amendments and addendums thereto which may subsequently be required to effectuate the purpose and intent of this ordinance.
- Section 4.** That the Finance Director be, and hereby is, authorized to record the budget amendment in the financial books of the City.
- Section 5.** That this Ordinance shall be in full force and effect from and after date of passage.

Approved as to form:

City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

Mayor

Date: July 20, 2026
Amount: \$42,217.00
Account Number: 5410-3520

Explanation to Council Bill

Originating Department: Planning & Community Development

Purpose: An ordinance authorizing the acceptance of payment from Mosaic Life Care for future professional service costs associated with the development of the Mosaic Cardiac Center of Excellence to be located on the Mosaic Life Care campus at 5325 Faraon Street; an amendment to the General Fund Planning and Community Development Department budget to allocate the funds received; and execution of a Statement of Work No. 15 with George Butler & Associates, Inc. for plan review services all in the amount of \$42,217.00.

Remarks: Mosaic Life Care is planning the construction of the Mosaic Cardiac Center of Excellence to be located on the Mosaic Life Care Campus at 5325 Faraon Street. This ordinance makes funds available for plan review services associated with that project by GBA.

This project reflects the following action items in the City's strategic plan:

1. Build Community Connections: Foster citizen engagement around efforts to improve the community and improve the perception and image of city operations within the community.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

Statement of Work (SOW) No. 15 TO MASTER SERVICES AGREEMENT

Statement of Work No. 15 to the Master Services Agreement between the City of St. Joseph, Missouri, as The City, and George Butler Associates, Inc., as GBA, dated June 23, 2025.

Through this SOW, City hereby authorizes GBA to undertake the work assignment described in the following, said assignment to be performed within the terms and conditions defined in said Master Services Agreement, except as modified herein.

ASSIGNMENT: Plan Review Services for Mosaic Cardiac Center of Excellence

SCOPE OF SERVICES:

Project Description

Mosaic Cardiac Center of Excellence is an addition to the current Moasic Hospital Facility.

The construction valuation is estimated to be \$67,500,000.

The Consultant will furnish to the City the following described services:

- a. Review plans, specifications, and construction documents for compliance with the following codes and ordinances:
 - i. 2018 International Building Code (*w/ City amendments)
 - ii. 2018 International Fire Code (*w/ City amendments)
 - iii. 2017 National Electrical Code (*w/ City amendments)
 - iv. 2018 International Mechanical Code (*w/ City amendments)
 - v. 2018 International Fuel Gas Code (*w/ City amendments)
 - vi. 2018 Uniform Plumbing Code (*w/ City amendments)
- b. Provide a digital plan review form containing all plan review comments.
- c. Review design comment responses and updated plan sheets reflecting any changes. The total number of rounds of plan review comments shall not exceed two. Additional plan review efforts and rounds will be assessed an additional fee at the time of the third plan submittal.
- d. Provide recommendation for the issuance of the permit.

Clarifications and Exclusions to Services:

- a. Any requests for code variances, equivalencies, or deviations will be referred to the City of St. Joseph, MO (Authority Having Jurisdiction). The consultant will document and provide a

recommendation only. An excessive number of opinions requested for interpretation of variances, equivalencies, or deviations may be subject to additional fee.

- b. Any specialty permitting, review, or inspections by other regulatory agencies will be the responsibility of the Architect/Engineer of Record, the Owner of the Project, or the Contractor as applicable. The Consultant will advise on when special permitting, review, or inspections are required and will provide recommendations for withholding Certificates of Occupancy, or directly withholding Certificates of Occupancy when granted that authority, until proper documentation is provided by the regulatory agency that the permitting, review, or inspections are approved or complete. Such specialty permitting, review, or inspections include, but are not limited to:
 - c. Any Food Establishments or related occupancies requiring a Health Department permit, review, or inspection will be coordinated with and provided by the Health Department.
 - d. The State Elevator Inspector or approved representative of the State will be responsible for any related permitting and inspections of any elevators.
 - e. Any project requiring licensing or review by the Missouri Department of Natural Resources (MDNR), the application, process, information, and submittals will be provided by the Architect/Engineer of Record or the Owner of the project as applicable.
 - i. The construction contractor is responsible for means and methods, ensuring the constructed facility meets the requirements of the contract documents and job site safety.
 - ii. In providing services under this agreement, the Consultant shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing a similar role under similar circumstances.
 - iii. The Consultant shall reject any work identified that does not meet code. Such rejection of work shall not subject the Consultant to any liability or cause of action to or from the construction team, including but not limited to a claim for delay.
 - iv. The City of St. Joseph Fire Protection District (Fire Code Official) will be included in the review and inspection process. Any comments from the Fire Code Official will be incorporated into the plan review.
 - f. Building plan review and building inspections are not a substitution for the professional responsibilities of the project Architect and Engineers of record, as required by the professional licensing board of the state of Missouri.

Additional Services to be included upon request of the City at an additional fee:

- a. Perform preliminary review of early design documents (DD, 50% CD, etc.) with a focus on code analysis.
- b. Attend design, pre-construction, and coordination meetings via teleconference.

- c. Provide construction period services in the form of a code consultant on behalf of the City including providing interpretation of code questions, attending construction meetings on behalf of the City, and supplying general guidance for code compliance at the request of the City.
- d. Review of deferred submittals.
- e. Review of special inspection reports and documentation.
- f. Conduct site inspections and deliver inspection reports. The inspections provided by GBA may include:
 - i. Utilities (S, SS, CW, Domestic Water, Duct bank, etc.)
 - ii. Temporary Electric Service
 - iii. Permanent Electric Service
 - iv. Gas Service
 - v. Footings
 - vi. Ground Work MEP
 - vii. Slab / Deck Preps
 - viii. Structure / Framing
 - ix. Rough MEP
 - x. Overhead MEP
 - xi. Electrical Bonding
 - xii. Fire Barriers / Fire Blocking
 - xiii. Insulation
 - xiv. Fire Alarm
 - xv. Fire Sprinklers
 - xvi. Temporary Certificate of Occupancy (Substantial Completion)
 - xvii. Final Certificate of Occupancy (Final)
- g. Issue TCO (temporary certification of occupancy) and FCO (final certificate of occupancy).

ADDITIONAL TERMS AND CONDITIONS:

Services specifically excluded under this Agreement include:

1. GBA shall reject any work identified that does not meet code, including but not limited to plans, specifications, documents, reports, construction, materials, equipment, or components. Such rejection of work shall not subject GBA to any liability or cause of action to or from the project owner, consultants, sub-consultants, contractors, sub-contractors, construction team, including but not limited to a claim for delay.
2. GBA will not have the authority to stop the Work of a contractor.



COMPENSATION:

GBA will perform these services on a lump sum fee basis with a total fee of **\$42,217**. Payment for services requested by the City shall be invoiced at the time of permit issuance. GBA will invoice for services after it is confirmed that the permit will not be issued for any reason.

Invoices for services rendered (including fees and reimbursable expenses) shall be detailed and provide the title of the person rendering services, the hours expended, and a detailed description of any reimbursable expenses.

AGREED AND ACCEPTED:

CITY

George Butler Associates, Inc.

By: _____

By:  _____

Printed Name: Mike Schumacher

Printed Name: Joe Kmetz, PE

Title: City Manager

Title: Building Code Services Lead

Date: _____

Date: 6/16/2026 _____

CC: Bryan Rasmussen, PE

Title: Vice President

BILL # 178-26**AN ORDINANCE AUTHORIZING A LAND LEASE RENEWAL WITH THE UNITED STATES OF AMERICA FOR THE USE OF 190 ACRES, LOCATED AT ROSECRANS MEMORIAL AIRPORT TO BE USED AS A DROP ZONE BY THE MISSOURI AIR NATIONAL GUARD.**

- Whereas,** the City Council approved Special Ordinance 7877 approving a lease agreement with the United States of America on behalf of the Missouri Air National Guard; which expired December 14, 2014 and
- Whereas,** the City Council approved Special Ordinance 9006 which entered the City into a new lease agreement that would end on December 31, 2019, unless the additional 5-year option was exercised by the Missouri Air National Guard, which they did, extending the lease to December 31, 2025; and
- Whereas,** the Missouri Air National Guard provides many vital services to Rosecrans Memorial Airport and the regional area via leased facilities at Rosecrans Memorial Airport; and
- Whereas,** the Missouri Air National Guard requires this leased area to conduct combat readiness airdrop qualification training for aircrews deploying to combat areas of operations.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- Section 1.** That the Land Lease renewal by and between the City of St. Joseph, Missouri, and the United States of America for the use of the 190 acres at Rosecrans Memorial Airport as a drop zone for the Missouri Air National Guard in the annual amount of \$31,327.00 be, and hereby is, approved and that a true and accurate copy of said Land Lease is attached hereto and incorporated herein by reference as though fully set out herein.
- Section 2.** That the City Manager or his designee be, and hereby is, authorized to execute said Land Lease with the United States of America, and to sign all necessary documents, amendments and addenda thereto which may subsequently be required to effectuate the purpose and intent of this Land Lease.
- Section 3.** That the Finance Director be, and hereby is, authorized to deposit the sums collected to the Fiscal Year 2026-2031 Aviation Fund Budget, Account Number 1310-3220 (MoANG Lease).
- Section 4.** That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

City Attorney

Attest: _____
City Clerk

Passed/Adopted: _____

Mayor

Date: July 20, 2026
Amount: \$31,327.00
Account Number: 1310-3220

Explanation to Council Bill

Originating Department: Public Works & Transportation

Purpose: To authorize a lease renewal for 190 acres of land to be used as a drop zone by the Missouri Air National Guard (MoANG) at Rosecrans Memorial Airport in the annual amount of \$31,327.00.

Remarks: The existing drop zone (DZ) lease expired on December 31, 2025. On February 8, 2024, the request was made to extend Lease ANGMO-1014-0017 through December 31, 2030, for the Missouri Air National Guard (MoANG) to lease 190 acres of land at Rosecrans Memorial Airport to utilize the area for military aircraft worldwide to practice dropping cargo. The process was delayed due to the government shutdown.

The lease renewal is substantially under the same terms and conditions as the previous 5-year lease, and the government shall pay annual rent of \$31,327.00. The annual rate per acre will remain the same at Fair Market Value \$106.30 to \$164.88 (\$2,610.58 per month), paid monthly upon submittal of city invoice. This rate will remain the same throughout the term of this lease, unless and until the Government shall give notice of termination in accordance with provision 6 of the Lease. The term will begin July 1, 2026, and end June 30, 2031, with the same annual rent of \$31,327.00. Because of the government shutdown, the lease could not be renewed until now, so back pay will be included from December 21, 2025, until the start of the new lease.

The local 139AW requires the Drop Zone to provide combat readiness training to aircrews attending the formal training center. More importantly, the 139 Operations Group must complete evaluations and training requirements that are part of their 'combat readiness' rating and capability that is reported to the highest levels of national government. They have requirements for several aircrew members, who will become unqualified without drop zone operations.

This lease reflects the following action items in the City's strategic plan:

1. Maintain and Enhance City Assets: Keep the 139th Airlift Wing in St. Joseph
2. Maintain and Enhance City Assets: Identify new federal and state funding sources to help maintain necessary city infrastructure and conduct a cost/benefit analysis to determine prioritized improvements.
3. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

SUPPLEMENTAL AGREEMENT NO. 2
to
LEASE NO. ANGMO-1-14-0017
between
THE CITY OF ST JOSEPH, MISSOURI
and
THE UNITED STATES OF AMERICA

WITNESSETH:

WHEREAS, The City of St Joseph, Missouri granted to The United States of America a lease commencing 1 January 2015 and ending 31 December 2019 for the use of 190 acres for a drop zone with the annual rent of \$31,327 and monthly installments of \$2,610.58; and

WHEREAS, Supplemental Agreement No. 1 extended the term of said Lease for an additional five (5) years beginning 1 January 2020 and ending 31 December 2025 with the same annual rent; and

WHEREAS, The Government would like to now extend the term for an additional five (5) years.

NOW, THEREFORE, the parties hereto, in consideration of mutual benefits to be derived hereunder, do hereby amend said lease in the following respects and in these respects only:

1. Extend the term of said Lease for an additional five (5) years beginning 1 July 2026 and ending 30 June 2031 with the same annual rent of \$31,327.
2. The Parties acknowledges of the Governments continuous use of the property during the lapse time of this lease and further acknowledge to back pay from 1 January 2026 to execution of said lease amendment. Notwithstanding any provision to the contrary, nothing in this Lease Agreement shall be construed as obligating the United States to expend funds in advance or in excess of appropriations in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or for purposes other than for which funds were appropriated.

All other terms and conditions of the aforesaid Lease ANGMO-1-14-0017 are hereby ratified and, except as modified by this Supplemental Agreement, shall remain in full force and effect.

SUPPLEMENTAL AGREEMENT NO. 2

to

LEASE NO. ANGMO-1-14-0017

IN WITNESS WHEREOF, I have hereunto set my hand by authority of The City
of St Joseph, Missouri this _____ day of _____, 2026.

THE CITY OF ST JOSEPH, MISSOURI

(Name/Title, typed)

City Manager

SUPPLEMENTAL AGREEMENT NO. 2

to

LEASE NO. ANGMO-1-14-0017

THIS SUPPLEMENTAL AGREEMENT is also executed by The Government under the authority of the Secretary of the Air Force this _____ day of _____, 2026.

DEPARTMENT OF THE AIR FORCE

ERICA BECVAR, NH-IV, DAF
Chief, Property Management Division
Installations Directorate

BILL # 181-26**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE WESTERN RECEPTION, DIAGNOSTIC AND CORRECTIONAL CENTER TO PARTICIPATE IN THE SUPERVISED WORK RELEASE PROGRAM.**

- Whereas,** the Supervised Work Release Program (hereinafter, "Program") offered by the Western Reception, Diagnostic and Correctional Center (hereinafter, "WRDCC") provides an offender the opportunity to gain work skills; and
- Whereas,** the Program would provide general maintenance and ground-keeping services to the City at a minimal cost; and
- Whereas,** the City has participated in this Program previously, with successful results being realized by both the City and the WRDCC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- Section 1.** That the Supervised Work Release Program Agreement, by and between the City of St. Joseph and the Western Reception, Diagnostic and Correctional Center (WRDCC), be, and hereby is, approved, and that a true and accurate copy of said Agreement is attached hereto and incorporated herein by reference as though fully set out herein.
- Section 2.** That the City Manager or his designee be, and hereby is, authorized to execute said Agreement with the WRDCC in substantially the form as is attached hereto, by and on behalf of the City of St. Joseph, Missouri, and is further authorized to sign all necessary documents, amendments or addenda that may be required to effectuate the purpose and intent of the Agreement and this Ordinance.
- Section 3.** That the Director of Finance be, and hereby is, authorized to issue payment in accordance with the terms of the proposal when directed to do so by the City Manager.
- Section 4.** That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

_____ City Attorney	Passed/Adopted: _____
Attest: _____ City Clerk	_____ Mayor

Date: July 20, 2026

Amount:

Account Number: Various

Explanation to Council Bill

Originating Department: Legal

Purpose: To authorize execution of an Agreement with the Western Reception, Diagnostic and Correctional Center to participate in their Supervised Work Release Program.

Remarks: The Western Reception, Diagnostic and Correctional Center (WRDCC) offers a Supervised Work Release Program (the "Program") for the benefit of some of its incarcerated offenders. The Program offers an offender the chance to gain and develop work skills, while at the same benefiting an entity participating in the Program by providing manual labor at little cost; for example, an offender worker will get paid \$7.50 per 8-hour shift. The type of work normally performed by the offender workers includes ground maintenance, janitorial services, building maintenance, machinery repair, work at the animal shelter, tree trimming and snow removal.

The City has participated in this program in the past and has generally benefited from doing so. City staff recommends entering into this Agreement with the WRDCC. The Agreement is for a one-year term, ending on June 30, 2027, with the ability to extend the Agreement an additional two, one-year terms. It may be terminated without cause by either party by giving a 30-day written notice.

Participation in this Program reflects the following action items in the City's strategic plan:

1. Continue to keep city properties clean and well maintained.
2. Ensure fiscal responsibility by increasing productivity and efficiency of the workforce.
3. Continue and further develop community outreach programs with public safety departments.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.



Western Reception, Diagnostic and Correctional Center

Supervised Work Release Program Agreement

Between

The Missouri Department of Corrections

Division of Adult Institutions

2729 Plaza Drive

Jefferson City, MO 65102

And

The City of St. Joseph

1100 Frederick Avenue

St. Joseph, MO 64501

Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, Western Reception, Diagnostic and Correctional Center (WRDCC) and the City of St. Joseph ("Contractor") desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender's work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the WRDCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this agreement shall be signed, attached and made part of this agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.
 - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
 - 2.1 Effective July 1, 2026, through June 30, 2027, a binding agreement shall exist, wherein WRDCC agrees to furnish laborers ("an offender work crew") to the Contractor. This agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this agreement as a result of statute, rule, regulation or court order adopted after the effective date of this agreement shall be accomplished by written and signed amendment between the parties. This agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
 - 2.2 This agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The agreement is intended only to set

forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Contractor employees shall assist with enforcement of Inmate Rules by reporting violations to the WRDCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
 - a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.
 - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
 - c. The Contractor shall cooperate with the WRDCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
 - a. Any Contractor or Contractor's employee who witnesses any form of sexual misconduct must immediately report it to the WRDCC Warden or Work Release Coordinator. If a Contractor or Contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the Contractor to remove the employee from supervising offenders under the agreement.
 - b. Any Contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.

- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.
- 2.6 All records related to this Agreement deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor to WRDCC as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.
- 2.7 The WRDCC Work Release Coordinator or designee of the WRDCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the WRDCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:
- a. Classification and assignment of offenders shall be under the control of the WRDCC.
 - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this agreement.
 - c. The Contractor, working in concert with the WRDCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the WRDCC Warden, WRDCC Chief of Custody, WRDCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the WRDCC Warden and/or designee.
 - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
 - e. If required and/or deemed necessary by the facility Warden, WRDCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
 - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the WRDCC Control Center immediately.

- g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.
- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. WRDCC agrees to make every effort to accommodate the needs of the Contractor; however, the WRDCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The WRDCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the WRDCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the WRDCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site WRDCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site WRDCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by WRDCC correctional staff. In all instances, the WRDCC Warden and/or designee and the WRDCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall

be submitted by the contractor to the WRDCC Safety Manager within 24 hours of any incident.

- p. The WRDCC Warden and/or designee shall direct that on-site meals are prepared within WRDCC and provided at the work site, including a beverage, for the offender workers. No unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.
- q. The WRDCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the WRDCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

Specific Terms and Conditions

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
 - 3.1 WRDCC will provide up to (14) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the WRDCC Warden.
 - 3.2 Offenders will be assigned to the following shifts:
 - Monday through Friday, 7:30 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
 - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The WRDCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
 - 3.4 Offenders assigned to the work crew pursuant to this agreement will primarily engage in the following duties:

- Grounds Maintenance: Picking up trash, clearing brush, minor repair of grounds
 - Janitorial Services: General Cleaning
 - Building Maintenance: Minor repairs and painting
 - Machinery Repair: Minor repair to string trimmers and lawnmowers
 - City animal shelter
 - Other: Tree Trimming and Snow removal
- 3.5 Offenders will be assigned to work at the City of St. Joseph.
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:30 a.m.
- 3.7 The Contractor shall notify WRDCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to WRDCC in the evening. A copy of the out count shall be retained by WRDCC.

Payment & Invoice

4. Payment and Invoice processing shall be subject to the following:
- 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
- 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.
- 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:
- The Contractor will compensate offender workers \$7.50 per eight (8) hour shift. Offenders shall be compensated \$4.65 for any shift under four (4) hours in duration, including the cancellation of a shift once offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department. During summer shift, the Contractor will compensate offender workers \$10.00 per (10) hour shift.
- 4.4 The Contractor shall submit timecards by the second business day of every month to the WRDCC.
- 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing.

Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

Liability

5. Contractor shall be responsible for any injury or damage occurring as a result of any and all negligent acts or omissions by its employees, agents and representatives during the performance of their duties under this MOU.
 - 5.1 The Parties agree that Contractor, to the extent allowed by law, shall indemnify and hold harmless the State, the Department, and its officers, agents, and employees from and against any and all loss, costs (including attorneys fees), and damage of any kind related to Contractor's performance or the performance of Contractor's employees, agents or representatives under this MOU.
 - 5.2 Nothing in this MOU shall be construed to be a waiver of sovereign immunity by the State of Missouri or the Department. The Parties agree the State of Missouri and the Department specifically preserve any protections afforded the State of Missouri or the Department by Chapter 537 of the Missouri Revised Statutes, or any other provisions of state law.
 - 5.3 The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees or assignees.

Renewals, Amendments and Termination

6. This agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No breach of any term, provision or clause of this agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew the agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this agreement shall terminate on the part of all parties in any of the following events:
 - a. At 11:59 p.m. on June 30, 2027.
 - b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations, to be determined solely at the discretion of the Missouri Department of Corrections.
 - c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:

Mike Schumacher, City Manager
City of St. Joseph Missouri

Date

Neil Wofford, Warden
Western Reception, Diagnostic and Correctional Center
Missouri Department of Corrections

Date

Myles Strid, Director
Division of Adult Institutions
Missouri Department of Corrections

Date

ATTACHMENT 1

MISSOURI DEPARTMENT OF CORRECTIONS DEPARTMENT PROCEDURE MANUAL

D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

Signature on File

Anne L. Precythe, Department Director

I. PURPOSE: This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. AUTHORITY: Sections 217.040 and 217.175 RSMo

B. APPLICABILITY: All staff members of the department.

II. DEFINITIONS:

A. Avoidable Contact: Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
 - a. giving unauthorized gifts of any nature,
 - b. name calling,
 - c. teasing,
 - d. horseplay,
 - e. joking,
 - f. carrying messages, or
 - g. sharing personal information.

B. Chief Administrative Officer (CAO): The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. Discrimination: Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. Ex-Offender: An offender who has been released from all supervision of any division of the department.

- E. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
 - b. parents or step-parents and their spouses,
 - c. siblings and their spouses,
 - d. children or step-children and their spouses,
 - e. grandparents or step-grandparents and their spouses,
 - f. grandchildren or step-grandchildren,
 - g. aunt,
 - h. uncle,
 - i. niece,
 - j. nephew, and
 - k. cousin.
- F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
 2. parents or step-parents and their spouses,
 3. siblings or step-siblings and their spouses, and
 4. children or step-children and their spouses.
- H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. **Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
 2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. **Working Days:** Monday through Friday except holidays.

III. PROCEDURES:

A. PROFESSIONAL PRINCIPLES OF CONDUCT

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
 - a. strive toward excellence in the day to day work activities;
 - b. treat all persons respectfully, fairly, honestly and with dignity;
 - c. perform duties responsibly;
 - d. empower and assist other staff members to perform their jobs in a responsible manner;
 - e. accept and respect the differences in people;
 - f. work as a team member;
 - g. make ethical decisions and act in an ethical manner;
 - h. hold themselves and all other staff members accountable for their actions;
 - i. abide by the laws;
 - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
 - k. be familiar with and adhere to:
 - (1) the respective job components and job expectations established through the performance appraisal system;
 - (2) the policies and procedures relating to job functions;
 - (3) the employee handbook;
 - (4) the department procedure regarding employee standards;
 - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
 - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

D2-11.10 Staff Member Conduct

Effective Date: July 24, 2016

- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
- 2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
- 3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.

B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS

- 1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
- 2. Staff members must maintain professional relationships with offenders.
- 3. Staff members must not knowingly have avoidable contact with:
 - a. an offender,
 - b. an offender's family,
 - c. an offender's legal guardian and spouse,
 - d. an offender's significant other, or
 - e. an ex-offender (this does not include staff members who are ex-offenders).
- 4. A staff member must provide written notification to the CAO the next day he¹ reports to duty with copies to all supervisors in the chain of command when he:
 - a. discovers that a family member is an offender,
 - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
 - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
 - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
 - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
 - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
- 5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

¹ All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
 - a. offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
 - a. an offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
 - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
 - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

C. REPORTING CRIMINAL MISCONDUCT

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
 - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
 - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
 - d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
 - a. The CAO will determine whether the staff member will be required to report to the worksite.
 - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
 - a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
 - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
 - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

D. REPORTING MISCONDUCT

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

E. REPORTING MISMANAGEMENT

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

IV. REFERENCES:

A.	Section 105.055 RSMo
B. 931-3469	Administrative Proceedings Warning
C. D1-8.6	Offender Physical Abuse
D. D1-8.13	Offender Sexual Abuse and Harassment
E. D2-9.2	Suspension
F. D2-11	Employee Standards
G. D2-11.1	Secondary Employment or Volunteer Work

V. HISTORY:

A. Original Effective Date:	05/08/89
B. Revised Effective Date:	04/23/90
C. Revised Effective Date:	09/15/93
D. Revised Effective Date:	04/20/99
E. Revised Effective Date:	05/15/00
F. Revised Effective Date:	04/06/08
G. Revised Effective Date:	05/23/09
H. Revised Effective Date:	12/17/09
I. Revised Effective Date:	10/05/13
J. Revised Effective Date:	07/24/16



MO 931-4243 (11-06)

DISTRIBUTION: WHITE - DOC CANARY - CONTRACT STAFF

Resolution No.

BILL# 100-26
A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR DEMOLITION AND SITE CLEARANCE SERVICES WITH MADGET DEMOLITION TO DEMOLISH THE FORMER FIRST BAPTIST MT. UNION CHURCH LOCATED AT 4604 KING HILL AVENUE IN THE AMOUNT OF \$45,000.00.

- WHEREAS,** the former First Baptist Mt. Union Church, located at 4604 King Hill Avenue, has been abandoned for many years and was determined to be a dangerous building at the Dangerous Building Hearing held on September 4, 2025, and was ordered demolished by the hearing official; and
- WHEREAS,** the City of St. Joseph issued a Formal Invitation to Bid (Bid No. PM2026-04) seeking bids for the demolition of 4604 King Hill Avenue in accordance with the specifications; and
- WHEREAS,** the Invitation to Bid was publicly advertised and administered in accordance with the City's procurement policies, with sealed bids due December 3, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- SECTION 1.** That the Agreement for Demolition and Site Clearance Services by and between the City of St. Joseph, Missouri, and Madget Demolition to demolish the former First Baptist Mt. Union Church, located at 4604 King Hill Avenue, in the total amount of \$45,000.00 be, and hereby is, approved and that a true and accurate copy of said agreement is attached hereto and incorporated herein by reference as though fully set out herein.
- SECTION 2.** That the City Manager or his designee be, and hereby is, authorized to execute said contract with Madget Demolition, in substantially the form as that attached hereto, by and on behalf of the City of St. Joseph, Missouri and is further authorized to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of the agreement.
- SECTION 3.** That the Director of Finance be, and hereby is, authorized to issue a warrant in payment thereof and to charge the Fiscal Year 2026 General Fund, Planning and Community Development Department, Account Number 5430-1498 (Other Services) when directed to do so by the Director of Planning and Community Development.

Approved as to form:

_____ City Attorney	Adopted: _____
Attest: _____ City Clerk	_____ Mayor

Date: July 20, 2026
Amount: \$45,000.00
Account Number: 5430-1498

Explanation to Council Bill

Originating Department: Planning & Community Development

Purpose: To authorize an Agreement for Demolition and Site Clearance Services with Madget Demolition to demolish the former First Baptist Mt. Union Church located at 4604 King Hill Avenue in the amount of \$45,000.00.

Remarks: The structure at 4604 King Hill Avenue has multiple city ordinance violations under the current 2018 International Property Maintenance Code of Building Regulations, including a failing roof, a badly deteriorated exterior wall, deterioration of the bricks and missing mortar of the exterior walls. Despite being designated as a Local Landmark in recognition of its importance in the history of the African-American Community of St. Joseph, no substantive efforts have been made to restore or stabilize the structure. The City of St. Joseph conducted a Dangerous Building Hearing on September 4, 2025, and concluded that the structure is to be demolished.

The City's Dangerous Building Program allocates funding annually for the demolition of vacant dangerous structures. Typically, demolitions funded through this program are under the \$25,000 threshold that allows the City Manager to administratively approve. This demolition exceeds this amount and requires Council approval. Madget Demolition was the lowest bidder at \$45,000.00.

BID TABULATION:

Madget Demolition \$45,000.00
Courtney Construction \$65,147.00
K and S Associates \$88,250.00

The project reflects the following action items in the City's strategic plan:

1. Create a Clean and Vibrant City: Facilitate demolition of vacant structures and rehabilitation of structures to convert liabilities into assets.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

AGREEMENT FOR DEMOLITION AND SITE CLEARANCE SERVICES

THIS AGREEMENT FOR DEMOLITION AND SITE CLEARANCE SERVICES ("Agreement"), for the property located at 4604 King Hill Avenue is made as of this ____ day of _____, 20____ by and between the **CITY OF ST. JOSEPH, MISSOURI**, a municipal corporation ("City"), and Madget Demolition, Inc. ("Contractor"), with a business address of 2425 South 6th Street, Saint Joseph, Missouri. The City and Contractor are collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Contractor is a recognized and qualified firm of personnel with extensive experience and training in the specialized field of demolition and site clearance services; and

WHEREAS, the City desires to contract with Contractor to perform certain demolition and site clearance services with respect to the real property as described in Exhibit A attached hereto, and any improvements located thereon (the "Property").

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the City and Contractor agree as follows:

ARTICLE 1 **SCOPE OF CONTRACTOR'S SERVICES**

- 1.1 Contractor shall provide the City, in accordance with the terms and conditions of this Agreement, demolition and site clearance services at the Property as more particularly described below (the "Work").
- 1.2 Contractor acknowledges that the City has delivered to Contractor a complete set of the plans and specifications relating to the Work to be completed on the Property, a copy of which is attached hereto as Exhibit B. Further, the Parties agree that said plans and specifications are hereby specifically incorporated herein, and Contractor shall strictly comply with all provisions of such plans and specifications to the extent they relate to the Work and Contractor's demolition and site clearance services hereunder.
- 1.3 The Work to be performed by Contractor shall include the following:
 - (A) Demolition, removal and proper disposal of the buildings, structures and appurtenances on the Property, such demolition and removal to include any incidental appurtenances attending these buildings and structures including, but not limited to:
 - (i) Entire building or structure contents including existing rubbish, debris, building equipment and appurtenances;
 - (ii) Elements used to construct or serve the existing buildings or structures, including site retaining walls, paving, and curbs;
 - (iii) Elements used in the foundation including caissons, piers, columns, footings, foundations, walls, shear walls, floor slabs, footing shear keys, and all walls and slabs below grade; and

(iv) Public works and utilities as set forth in Section 1.3(C) below.

(B) Except for the cutting of holes in floors for chutes and holes through which to drop materials, preparation of storage space, and other preparatory work, demolition of exterior walls and floor construction shall begin at the top of each building or structure and shall proceed downward, and each story of exterior wall and floor construction shall be removed and dropped into the storage space before commencing removal of walls and floors in the story immediately below. This subsection shall not prohibit the demolition of a structure in sections if appropriate means are taken to prevent injury to persons or damage to property. The use of the other methods will be permitted if approved in advance in writing by the City.

(C) Demolition, removal and proper disposal of public works and utilities on the Property, such demolition and removal to include:

- (i) All streets and alleys notwithstanding types and thicknesses of the paving;
- (ii) All curbs and sidewalks in the public rights-of-way;
- (iii) Sanitary sewers six (6) inches in diameter and larger to depths of not greater than six (6) feet below adjacent grade;
- (iv) Manhole structures to a depth of six (6) feet below adjacent grade;
- (v) Storm water catch basins or curb inlets;
- (vi) Water mains six (6) inches in diameter and larger; and
- (vii) Gas mains four (4) inches in diameter and larger.

(D) Sanitary sewers and manhole structures below depths of six (6) feet shall be grouted full and left in place.

(E) Contractor shall remove from the Property all rubbish, debris, building equipment and other materials resulting from its demolition operations as follows:

- (i) Salvaged materials, rubbish, debris and equipment shall be removed by Contractor as its work on the Property progresses;
- (ii) All materials shall be removed by Contractor in covered trucks and all spills of demolition debris outside of the Property boundaries shall be promptly cleared and removed by Contractor; and
- (iii) Contractor shall transport all such materials to a landfill located outside the Property boundaries which is licensed and authorized to receive such materials. Contractor shall provide the City with advance written notice of all landfills Contractor intends to use to comply with such disposal requirement. Any hazardous material shall be disposed of at a licensed and certified landfill approved to accept such hazardous material.

(F) Contractor shall provide excavation of all materials of whatever nature which may be encountered at and to the depths set forth above, including trees, stumps, debris, grubbing, existing site retaining walls, paving, filling, grading, rock, and related items necessary to complete the site clearance.

(G) Backfill material approved by the City shall be placed in excavation and demolition areas from which building elements and other materials have been removed, and Contractor

shall grade the Property in accordance with the plans and specifications attached hereto as Exhibit B so that the Property shall be left in a clean, smooth condition to assure positive drainage. Erosion control devices such as straw bales or silt fences shall be placed and secured as shown on the grading plans on Exhibit B.

(H) Contractor shall clean and remove all refuse and unused materials of any kind resulting from Contractor's excavation, backfilling, and grading operations. Contractor will clean up and haul away any trash, refuse, debris, brush, weeds, rock, dirt, or any other material of any kind that is pushed, piled, or stored on the Property during the performance of such excavation, backfilling, and grading operations. Upon completion of site clearance, Contractor shall remove all its equipment and put the Property in a neat and clean condition.

(I) All salvageable materials on the Property shall become the property of Contractor, but storage of such materials on the Property shall not be permitted, except for the duration of the Work and Contractor's services hereunder, and so long as such storage at no time interferes with the activities of the City or any of its other contractors.

(J) Adjacent structures and improvements receiving dust, dirt and debris caused by such demolition operations shall be cleaned by Contractor so that such adjacent structures and improvements are returned to their original condition existing prior to the commencement of Contractor's demolition and site clearance activities hereunder.

(K) Contractor shall keep all adjacent streets, alleys, and other public ways free and clear of all debris, rubbish and loose material resulting from the removal of such materials from the Property.

(L) The Property and the surrounding properties and traffic areas used in the demolition operations shall be effectively dust palliated, as necessary, by Contractor. Such palliation shall include continuous watering and sprinkling of masonry, plaster and dust producing building components during demolition operations to prevent the spread of dust, except if such watering creates hazardous or objectionable conditions, such as ice, flooding, or pollution. Contractor, at its expense, shall provide all such water and water connections. Application of calcium chloride may be used as an alternative in circumstances where watering is impractical.

(M) All floor openings and shafts not used for material chutes shall be floored over or enclosed with guardrails and toe boards.

(N) A wrecking ball and other heavy equipment shall not be used on any building or structure until all concealed spaces are opened for inspection to determine if hazardous materials or waste are present.

(O) In the event hazardous materials or waste are discovered by Contractor on or in the immediate vicinity of the Property, Contractor shall cease all work on the affected area in question and shall immediately notify the City so that necessary assessment and removal or remediation activities may be performed by contractors licensed and certified for the removal of such materials before demolition and site clearance operations may resume. "Hazardous materials or waste" include, but are not limited to, asbestos-containing materials, underground storage tanks, stained or contaminated soil, groundwater or solid waste, and any other material which Contractor reasonably suspects may have an adverse environmental impact on the Property if not properly removed.

- (P) Explosive demolition or implosion techniques may not be used by Contractor in performing the Work or other services hereunder.
- 1.4 All work performed by Contractor pursuant to this Agreement shall be performed by personnel who are qualified by training and experience in conducting demolition and site clearance operations and, if required by any local, state, or federal law, statute, ordinance, or regulation, are duly certified or licensed.
- 1.5 Contractor shall certify to the City that the above-described services were completed in compliance with this Agreement and all local, state, and federal laws, statutes, ordinances, and regulations.
- 1.6 The City shall assist Contractor in arranging access to the Property for the purpose of performing the Work and Contractor's other services hereunder. The City may award or has awarded other contracts for additional work on the Property, and Contractor shall cooperate fully with such other contractors by scheduling its own work with that to be performed under such other contracts and will not interfere with such other work.
- 1.7 Contractor shall correct or revise, without additional cost to the City, deficiencies in Contractor's services or the Work performed under this Agreement.
- 1.8 Contractor shall comply with all federal, state, and local laws, rules, ordinances, and regulations applicable to the performance of services and work by Contractor under this Agreement, including, but not limited to, all requirements of the Missouri prevailing wage law (RSMo. Sections 290.210 to 290.340, as amended) and the Purchasing Ordinance of the City of St. Joseph, Missouri. Contractor shall defend, indemnify, and hold harmless the City because of Contractor's failure to comply with any applicable federal, state, and local laws, rules, ordinances, and regulations.
- 1.9 Contractor represents and warrants that:
- (A) It is duly authorized to conduct business in the State of Missouri in its particular profession;
- (B) It is financially solvent and possesses the sufficient experience, licenses, authority, and personnel to complete the Work and services hereunder;
- (C) It will provide duly qualified personnel and other professionals in performing this Agreement;
- (D) It has visited the Property and has familiarized itself with the local conditions under which the Work and services hereunder are to be performed and will correlate its observations of same with the requirements of this Agreement;
- (E) The Work and services described herein will be performed in strict compliance with all applicable local, state, and federal laws, statutes, ordinances and regulations;
- (F) Neither Contractor nor any subcontractor or consultant of Contractor is presently or has been debarred or suspended, or is proposed for debarment or suspension, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency; and
- (G) Contractor has the full power and authority to make, execute, deliver, and perform the Work and services hereunder and has authorized the undersigned to bind it to this

Agreement.

The representations and warranties of Contractor shall be continuing and shall survive the execution and delivery of this Agreement.

- 1.10 Contractor shall procure and pay for all permits, governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work. Contractor shall provide the City copies of such permits and licenses.
- 1.11 All services, including reports, opinions, and information to be furnished under this Agreement, are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the City, without prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. Contractor shall take all necessary steps to ensure that no member of its staff or organization divulges any such information except as may be required by law.
- 1.12 Contractor shall within seven (7) days of this Agreement provide the City a written list of all subcontractors, consultants and suppliers Contractor intends to contract with concerning the Work required by this Agreement.
- 1.13 Contractor shall maintain records of all details with respect to this Agreement and the Work, including one (1) complete copy of each professional report and related drawings, specifications, and notes, for no less than three (3) years.
- 1.14 Contractor shall pay all applicable sales, consumer, use and similar taxes and shall secure and pay for all applicable permits, fees, licenses, inspections, and other similar expenses for the proper execution and completion of the Work.
- 1.15 Contractor shall furnish to the City written periodic progress reports in the frequency and detail as the City may direct.
- 1.16 Contractor acknowledges and agrees that the Work site and all places where materials, supplies, equipment and facilities are or shall be located and used in connection with the Work are under Contractor's exclusive control and Contractor is solely responsible for the detection and abatement of any unsafe conditions and the City shall not be responsible therefore. Contractor shall be solely responsible for initiating, maintaining, and providing supervision of safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury, or loss to: (i) Contractor's employees and other persons who may be affected by the Work; and (ii) other property at or adjacent to the Property not designated for removal. Contractor shall give notices and comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss, including, but not limited to, the Occupational and Health Safety Act of 1970, as amended. Contractor shall be liable for damage or loss to property at or adjacent to the Property not designated for removal caused in whole or in part by Contractor, a subcontractor of Contractor, or anyone directly or indirectly employed by either of them, or by anyone for whose acts they may be liable. Contractor shall defend and indemnify the City from any and all liabilities, claims and expenses resulting from Contractor's failure to comply with its obligations hereunder pursuant to Article 7.
- 1.17 Tests, inspections, and approvals of the Work required by this Agreement or by laws,

ordinances, rules, or regulations shall be made at an appropriate time. The Contractor shall arrange for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear the costs of such tests, inspections, and approvals. Required certificates of testing, inspection, or approval shall be secured by the Contractor and promptly delivered to the City.

- 1.18 Contractor warrants to the City that the Work shall be performed in a good, workmanlike and safe manner in strict accordance with this Agreement.
- 1.19 Special Conditions Concerning Property where Asbestos is Present: In the event the Property is identified as having asbestos present, by either the City, Contractor, or any third-party inspection, Contractor shall be required to comply with all laws, regulations, and ordinances pertaining to the removal, abatement, and disposal of asbestos. These include, but are not limited to, all rules promulgated by the Missouri Department of Natural Resources ("DNR") and Environmental Protection Agency. If a notification of demolition and renovation (NESHAP) is required to be sent to the DNR, Contractor will copy the City on all such submissions. DNR regulations concerning demolitions where asbestos is present can be found at <https://dnr.mo.gov/air/business-industry/asbestos>. Contractor must notify the City 24 hours before it begins any asbestos removal or abatement activities.

ARTICLE 2 TIME OF PERFORMANCE

- 2.1 Contractor shall fully complete the Work and other services hereunder within thirty (30) calendar days from the receipt of a written notice to proceed from the City. No Work can begin prior to Contractor's receipt of the written notice to proceed.
- 2.2 Time is of the essence in the performance of this Agreement. If the time requirements for Contractor's services are not met, the City shall be entitled to deduct from amounts otherwise due Contractor the sum of One Hundred Dollars (\$100.00) per day for each day that the time requirements are not met. The intent of this clause is not to penalize Contractor but is a recognition of the difficulty of computing the City's damages if the time requirements set forth herein are not met and to compensate the City for damages the City will experience if such time requirements are not met by Contractor.
- 2.3 Upon written request made by Contractor, the City may, at its discretion, grant Contractor an extension of time to fully complete the Work and other services hereunder beyond thirty (30) days where circumstances warrant such extension.

ARTICLE 3 COMPENSATION AND TIME FOR PAYMENTS

- 3.1 The City agrees to compensate Contractor for the Work and other services hereunder in the lump sum amount of **Forty Five Thousand Dollars and No Cents (\$45,000.00)**, upon completion by Contractor of the Work and all services to be performed pursuant to this Agreement and Contractor's submission of an Application for Payment to the City in compliance with this Article 3.
- 3.2 The City shall not be obligated to make payment until Contractor has provided the City the

following:

- (A) Certificates of insurance as required herein;
 - (B) A signed copy of this Agreement;
 - (C) Signed and notarized Receipt and Waivers for services covered by the Application for Payment; and
 - (D) Signed and notarized Receipt and Waivers of Contractor's subcontractors and suppliers for all labor and material provided.
 - (E) Landfill receipts or similar documentation evidencing Contractor's proper and lawful disposal of all material removed from the Property, not including salvaged materials.
- 3.3 The Application for Payment shall also contain an itemization and supporting documentation for expenses and payments due to each of Contractor's subcontractors or suppliers.
- 3.4 The Application for Payment shall constitute a representation by Contractor to the City that, to the best of Contractor's knowledge, information, and belief, the Work and services required by this Agreement have been performed in a satisfactory manner and Contractor is entitled to payment in the amount requested.
- 3.5 Contractor shall pay each subcontractor out of the amount paid to Contractor by the City, in accordance with the terms of Contractor's contract with the subcontractor. Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to its subcontractors and suppliers in similar manner. The City has no obligation to pay any of Contractor's subcontractors.
- 3.6 The City shall have no obligation to pay or to be responsible in any way for payments to a subcontractor of Contractor except as may otherwise be required by law.
- 3.7 No payment or use or occupancy of the Property by the City shall constitute an acceptance of the Work or other services not performed in accordance with this Agreement.
- 3.8 The City may withhold, in whole or in part, payment to Contractor and deduct the same from amounts otherwise due to Contractor herein as may be reasonably necessary to protect the City from loss on account of Contractor's failure to fully comply with any requirement of this Agreement, including but not limited to:
- (A) Defective services not remedied;
 - (B) Third-party claims filed or reliable evidence indicating probable filing of such claims;
 - (C) Reliable evidence that the services were not completed within the time required under Article 2; or
 - (D) Failure to carry out services in accordance with this Agreement.
- 3.9 The City may withhold, in whole or in part, payment to Contractor and deduct the same from amounts otherwise due to Contractor any amount owed by Contractor to the City at the time Contractor submits its Application for Payment to the City. Such amounts include, but are not limited to, any taxes, licenses, fees, or other charges owed by Contractor to the City, regardless of the source of such amount(s), and associated interest, penalties, and collection fees. Such amounts also specifically include any charges resulting from Contractor's use of

the City's landfill for any purpose.

- 3.10 Neither final payment nor amounts retained, if any, shall become due until Contractor submits to the City (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with Contractor's services for which the City or the City's property might be liable have been paid or otherwise satisfied; (b) consent of surety, if any, to final payment; (c) a certificate that insurance required by this Agreement is in force following completion of the Work and services hereunder; (d) if required by the City, evidence establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens arising out of this Agreement; (e) reproducible as-built drawings; (f) all applicable warranties and guaranties; and (g) subject to final payment, a final release to the City relating to any and all claims related to Contractor's Work and services hereunder. If a subcontractor or supplier refuses to furnish a release or waiver required by the City, Contractor may furnish a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, Contractor shall reimburse the City for amounts the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- 3.11 Final payment constituting the entire unpaid balance due shall be paid by the City to Contractor within thirty (30) days of the City's receipt of Contractor's Application for Payment when the Work and services owed under this Agreement have been fully performed, except for those responsibilities of Contractor which survive final payment.
- 3.12 The acceptance by Contractor of payment shall be and operate as a release of all claims of Contractor against the City for all things done or furnished or relating to the Work or services performed hereunder and for every act or alleged neglect of the City arising out of the services.
- 3.13 No payment under this Agreement shall constitute acceptance by the City of any services not in conformance with the requirements of this Agreement.
- 3.14 Contractor will pay, when due, all claims for labor, fringe benefits, materials, equipment, and/or subcontracts applicable to, used in, or furnished hereunder, and shall furnish satisfactory evidence to the City of such payment.
- 3.15 The compensation set forth in this Agreement includes all expenses and costs in the handling, transportation, and disposal of hazardous substances or materials by Contractor.

ARTICLE 4 **CHANGES**

- 4.1 The City, by written notice to Contractor, may modify the scope of the Work or quantity of the services to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by Contractor or in the time required for their performance, an equitable adjustment shall be made in the provisions of this Agreement for payments to Contractor, or the time for performance of the Work or other services, or both, and this Agreement shall be modified by agreement of the Parties accordingly.
- 4.2 Changes in the Contractor's compensation or time to perform shall be effective only if in writing signed by the City. Additions or changes in the Work or Contractor's other services

hereunder shall be allowed only with the written approval of the City. Accordingly, no course of conduct or dealings between the Parties, nor express or implied acceptance of alterations or additions to Contractor's services, and no claim that the City has been unjustly enriched by any alteration or addition to the Work or Contractor's other services hereunder, whether or not there is, in fact, any unjust enrichment to the City, shall be the basis of any claim for an increase in Contractor's services or a change in any time period provided under this Agreement.

- 4.3 An extension of time for Contractor's performance as set forth in Article 2 shall be the sole remedy of Contractor for any (i) delay in the commencement, prosecution or completion of the Work or Contractor's other services hereunder, (ii) hindrance or obstruction in the performance of Contractor's services, (iii) loss of productivity, or (iv) other similar claims due to or caused by any events beyond the control of the Parties. In no event shall Contractor be entitled to any compensation or recovery of any damages including, without limitation, consequential damages, lost opportunity costs, impact damages or similar remuneration, resulting from delays caused by or within the control of Contractor or by acts or omissions of Contractor or its subcontractors or delays beyond the control of the Parties. Delays beyond the control of the City and Contractor include, without limitation, acts of God, abnormal weather conditions, or acts or neglect of utility companies. The City's exercise of any of its rights or remedies under this Agreement (including, without limitation, ordering changes in Contractor's services, or directing suspension, rescheduling, or correction of Contractor's services) regardless of the extent or frequency of the City's exercise of such rights or remedies, shall not be the basis of any claim for an increase in the Contractor's compensation or an extension of time for Contractor's performance hereunder.
- 4.4 Contractor has based its compensation as set forth in this Agreement upon its own inspection, investigation and examination of all affected parcels and shall bear all losses and shall make no claims for additional compensation because the amount or character of the Work or other services to be performed is different from what is assumed or expected by Contractor.

ARTICLE 5

OWNERSHIP OF DOCUMENTS AND DRAWINGS

- 5.1 All data, documents, reports, graphic displays, drawings, specifications, maps, digital formats, and electronic storage devices which contain information relating to Contractor's performance hereunder are and shall remain the property of the City.
- 5.2 Contractor shall not duplicate or disclose, in whole or in part, in any manner, any data, documents, graphic displays, drawings, specifications, maps, digital formats, computer discs, or reports prepared pursuant to this Agreement without the prior written approval of the City.

ARTICLE 6

ASSIGNMENT

- 6.1 This Agreement, or any part hereof, shall not be assigned by Contractor without the prior written consent of the City. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

ARTICLE 7

INDEMNIFICATION

- 7.1 Contractor shall defend, indemnify and hold harmless the City, its consultants, officers, agents and employees, from and against claims, damages, losses or expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the Work or Contractor's other services hereunder regardless of whether or not such claim, damage, loss, or expense is caused or is alleged to be caused in part by the negligence of a Party indemnified hereunder. The right of indemnity contained herein shall be in addition to other rights of indemnity that the City may possess.
- 7.2 The indemnification obligation under Section 7.1 shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Contractor under workers' or workmen's compensation acts, disability payment acts, or other employee benefit acts.
- 7.3 All insurance required hereunder shall provide that the insurer's cost of providing the insured(s) a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as a part of the policy limits, but shall remain the insurer's separate responsibility. Contractor shall cause its insurance carriers to waive all rights of subrogation against the City and its officers, employees, and agents.

ARTICLE 8

INSURANCE AND BONDS

- 8.1 Contractor agrees to secure and maintain for the periods set forth below, at Contractor's sole cost and expense, the following insurance coverages in the form and in the amounts specified below:
- (A) Contractor shall maintain at all times during the term of this Agreement and for a period of one (1) year thereafter comprehensive general liability insurance with a standard broad-form endorsement and which shall protect Contractor and the City, their agents, servants, employees, officers, and consultants, against claims in connection with or resulting from Contractor's performance of this Agreement. Such insurance shall be endorsed to provide (i) blanket contractual liability insurance to cover Contractor's contractual obligations, including the indemnity obligations contained in this Agreement, (ii) XCU coverage relative to blasting, explosion, collapse of buildings, or damage to underground property, (iii) asbestos coverage, and (iv) pollution and environmental liability coverage. Such insurance shall have coverage with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit on not less than Two Million Dollars (\$2,000,000.00).
- (B) Contractor shall maintain at all times during the term of this Agreement, and for a period of one (1) year thereafter, business automobile insurance coverage for all owned, hired, or non-owned vehicles utilized by Contractor with minimum limits of coverage of a combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.
- (C) Contractor shall maintain an all-risk policy of property damage insurance which shall cover physical loss or damage to temporary buildings, false work, work in transit, work in

storage at the Property or another location acceptable to the City and shall cover at least the following perils: theft, vandalism, malicious mischief, collapse, fire, lightning, earthquake, flooding, frost, water damage, freezing, extended coverage and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss. A loss insured under Contractor's property insurance shall be adjusted by the City in good faith and shall be payable to the City for the insureds, as their interests may appear. Contractor shall pay its subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, written where legally required for validity, shall require all subcontractors to make payments to their sub-subcontractors in similar manner.

(D) The Contractor shall maintain at all times during the term of this Agreement, insurance coverage for:

- (i) Claims under workers' or workman's compensation with statutory limits, including Employers' Liability coverage with minimum limits of Five Hundred Thousand Dollars (\$500,000), disability benefit and other similar employee benefit laws;
- (ii) Claims for damages because of bodily injury, occupational sickness or disease or death of Contractor's employees under any applicable employer's liability law; and
- (iii) Claims for damages for bodily injury, sicknesses, or disease or death of persons other than the Contractor's employees.

(E) Contractor shall also provide and maintain any type of insurance not described above which it requires for its own protection or is required to maintain by any law or regulation.

- 8.2 Contractor's comprehensive general liability policy, business automobile liability policy and "all risk" property damage policy, as set forth above, shall be endorsed to include the City as an additional insured. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.
- 8.3 All insurance required by this Article 8 shall be endorsed to be primary and not contributing with any other liability insurance available to the City.
- 8.4 All insurance required hereunder shall not be subject to a deductible amount on a per-claim basis of more than Ten Thousand Dollars (\$10,000.00) and shall not be subject to a per-occurrence deductible of more than Twenty-Five Thousand Dollars (\$25,000.00). All insurance required by this Article 8 shall be on an occurrence basis, with the exception of Contractor's errors and omissions coverage.
- 8.5 All insurance coverage procured by Contractor shall be provided by insurance companies acceptable to the City.
- 8.6 Contractor shall provide certificate(s) of insurance to the City before Contractor shall be entitled to any compensation under this Agreement. All certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' notice shall be given to the City before any policy covered thereby is changed or

canceled. Such certificate shall be in a form acceptable to the City. Contractor shall have the obligation to provide additional certificate(s) evidencing continuation of coverages with respect to insurance coverages that are to remain in force after completion of the Contractor's services as set forth in this Article 8.

- 8.7 The maintenance in full current force and effect of such terms and amounts of insurance shall be a condition precedent to Contractor's exercise or enforcement of any rights under this Agreement.
- 8.8 Contractor hereby waives all rights to assert any claim against the City with respect to any loss or damage however caused to the extent any such loss or damage is covered by insurance, including deductibles or self-insurance. Contractor and its insurers hereby waive all rights of subrogation.
- 8.9 If any part of the Work or services hereunder is performed by a consultant or subcontractor of Contractor, Contractor shall cover any and all consultants and subcontractors in its policies and require each consultant or subcontractor to secure and maintain insurance against all applicable hazards or risks of loss and in the amounts and forms set forth in this Article 8.
- 8.10 Contractor agrees to furnish a Performance and Maintenance Bond, and a Labor and Materials Payment Bond, in such form and substance as is satisfactory to the City and, without limitation, complying with the following specific requirements for any bids in excess of Ten Thousand Dollars (\$10,000.00)
- (A) The form and substance of such bonds shall be satisfactory to the City and shall comply with all applicable laws;
 - (B) Bonds shall be executed by a responsible surety licensed in Missouri, with a Best's rating of not lower than A-/VIII, or a rating otherwise deemed acceptable by the City, and shall remain in effect for a period not less than one (1) year following the date of Final Payment or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer;
 - (C) The Performance and Maintenance Bond and the Labor and Materials Payment Bond shall each be in an amount equal to the Contract Sum. The Performance and Maintenance Bond may be reduced to fifty percent (50%) of the Contract Sum during the one (1) year correction period;
 - (D) The Performance and Maintenance Bond shall guarantee Contractor's execution and completion of the Work within the Contract time and the correction of defects after completion;
 - (E) The Labor and Materials Payment Bond shall guarantee the payment of all wages and other amounts payable by Contractor under its subcontracts or for labor and materials as required by applicable laws;
 - (F) The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power;
 - (G) Every Bond under this Paragraph 8.10 must display the Surety's Bond Number. A rider including the following provisions shall be attached to each Bond:

(i) Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Agreement for Demolition and Site Clearance Services which, singularly or in the aggregate, does not exceed twenty percent (20%) of the Contract Sum. Except as to increases in the Contract Sum in excess of the percentage set forth above, any other addition, alteration, change, extension of time, or other modification of the Agreement for Demolition and Site Clearance Services or a forbearance on the part of either the City or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

(ii) Surety further agrees that in the event of any default by the City in the performance of the City's obligations to the Contractor under the Agreement for Demolition and Site Clearance Services, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the City, and the City shall have thirty (30) days after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage pre-paid, to the City.

(H) If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in Missouri is terminated, or it ceases to meet the requirements of this paragraph, Contractor shall within ten (10) days substitute another Bond and Surety which must be acceptable to the City.

- 8.11 Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement for Demolition and Site Clearance Services, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 8.12 The Contractor shall keep the Surety informed of the progress of the Work, and, where necessary, obtain the Surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other material required by the Surety. The City shall be notified by the Contractor, in writing, of all communications with the Surety. The City may, in the City's sole discretion, inform Surety of the progress of the Work and obtain consents as necessary to protect the City's rights, interest, privilege, and benefits under and pursuant to any bond issued in connection with the Work.

ARTICLE 9

NON-DISCRIMINATION, AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

- 9.1 Contractor agrees that in the performance of this Agreement neither Contractor, nor its consultants or subcontractors, will discriminate against any applicant for employment or employee because of race, color, religion, sex, national origin, age, handicapped or disability status, or veteran status.
- 9.2 Contractor agrees that in the performance of this Agreement, Contractor and its consultants

and subcontractors will also take such affirmative action as is non-discriminatory and otherwise achievable through good faith effort to improve the utilization of qualified minorities and women, consistent with their comparative availability in the relevant labor area, and with respect to handicapped or disabled persons and veterans.

- 9.3 Contractor agrees that in the performance of this Agreement, Contractor and its consultants and subcontractors will make every good faith effort to maximize the opportunity of qualified minority and female businesses and individuals to participate in the Work and services hereunder, consistent with their comparative availability in particular sectors of the relevant market for their particular aspect of the services.
- 9.4 Contractor and its consultants and subcontractors agree to continue to perform the non-discrimination, affirmative action, and equal economic opportunity commitments made in the foregoing sections for the duration of the Work and services hereunder.
- 9.5 Contractor will execute and will cause each of its consultants and subcontractors to execute such documents and Contractor will submit and will cause each of its consultants and subcontractors to submit to the City such reports as may be required by the City with respect to the foregoing non-discrimination, affirmative action, and equal economic opportunity commitments.
- 9.6 Contractor represents and warrants that it shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and executive orders relating to non-discrimination, affirmative action, and equal economic opportunity requirements, including the use of a goal-oriented system for increased minority/women's business participation and other requirements, terms, and conditions.
- 9.7 Contractor represents and warrants that it shall comply with all non-discrimination, affirmative action, and equal economic opportunity requirements of any state, regional or federal governmental agency or entity providing funding for Contractor's services.
- 9.8 Contractor recognizes that a material factor in its selection by the City is Contractor's stated willingness to undertake the requirements set forth in this Article 9. If Contractor breaches any of its obligations set forth in this Article 9, the City may immediately terminate this Agreement upon written notice. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this Agreement.

ARTICLE 10

EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

- 10.1 Contractor shall comply with RSMo. Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- 10.2 As a condition for the award of this contract Contractor shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also affirm, by sworn affidavit, that it does not knowingly employ any person who is an unauthorized alien in connection with the Work.

- 10.3 Contractor shall require each subcontractor to affirmatively state, in writing, in its contract for services with Contractor, that subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri in violation of RSMo. Section 285.530. Contractor shall also require each subcontractor to affirm, by sworn affidavit, that subcontractor does not knowingly employ any unauthorized aliens in connection with the Work.
- 10.4 Contractor agrees to abide by any and all rules promulgated by the attorney general that are designed to implement the provisions of RSMo. Sections 285.525 to 285.550.

ARTICLE 11

STANDARDS OF CONDUCT/CONFLICTS OF INTEREST

- 11.1 No officer, employee, agent, representative, or official of the City or any member of such person's immediate family shall be permitted by Contractor to share or receive any part of this Agreement, or any benefit arising from it. Contractor shall not offer or give a gratuity to any officer, employee, agent, representative, or official of the City or any member of such person's immediate family to obtain a contract or favorable treatment under a contract.
- 11.2 Contractor represents and warrants that no person, firm, agency, or entity has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except a bona fide employee or bona fide established commercial or selling agency maintained by Contractor for the purposes of securing business.
- 11.3 Contractor represents and warrants that it has not and will not provide, attempt to provide, solicit or accept, directly or indirectly, any money, fee, gift, anything of value or compensation of any kind for the purpose of improperly obtaining or receiving favorable treatment in connection with this Agreement or in connection with any agreement with Contractor's subcontractors.
- 11.4 Contractor represents and warrants that: (a) none of its shareholders, officers, directors, agents and employees; and (b) none of its subcontractors, have any financial or other interest which would conflict in any manner or degree with the performance of this Agreement.
- 11.5 Pursuant to the City's Purchasing Ordinance, it shall be unethical for any person to offer, give, or agree to give any employee or former employee of the City, or for any employee or former employee of the City to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation, or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for filing, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. Contractor represents and warrants that it has not engaged in the unethical conduct identified herein and shall not engage in any such conduct.
- 11.6 Pursuant to the City's Purchasing Ordinance, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an

inducement for the award of a subcontractor or order. Contractor represents and warrants that it has not engaged in the unethical conduct identified herein and shall not engage in any such conduct. Contractor represents and warrants that it has no knowledge that any subcontractor has engaged in any such conduct.

- 11.7 Contractor represents and warrants that it has not and will not employ or offer to employ any City employee who has or is participating directly or indirectly in the procurement or bidding process.
- 11.8 Contractor hereby certifies that it and its employees and principals, and any subcontractors it may contract with, are not debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal or State of Missouri assistance programs or activities and must have a Unique Entity ID ("UEI") from the Federal Government's System of Award Management (SAM) found at SAM.gov. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended. Debarment and/or suspension status can be verified using SAM.gov.
- 11.9 Contractor agrees to immediately report in writing to the City Manager any violations of this Article 11 of which it has knowledge or otherwise becomes aware of.
- 11.10 This Agreement may be terminated by the City immediately upon written notice if Contractor fails to comply with the provisions of this Article 11, or in its sole and absolute discretion, issue a written warning or reprimand and deduct any fee, money, gift or other compensation at issue from the compensation due Contractor or debar or suspend Contractor as provided in Section 2-1369 of the City's Purchasing Ordinance. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this Agreement.

ARTICLE 12

DRUG FREE WORKPLACE

- 12.1 Contractor agrees to take appropriate preventive steps before the assignment of any of its employees to perform under this Agreement that it reasonably believes will ensure that its employees and its consultants and subcontractor's employees at any level will not engage in inappropriate conduct while on City premises. Inappropriate conduct shall include but is not limited to: being under the influence of or affected by alcohol, illegal drugs, or controlled substances; the manufacture, use, distribution, sale, or possession of alcohol, illegal drugs, or any other controlled substance, except for approved medical purposes; the possession of a weapon of any sort; or harassment, threats, or violent behavior. Violation of this provision may result in immediate termination of this Agreement upon notice from the City. The rights and remedies of this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this Agreement.

ARTICLE 13

CONSULTANTS AND SUBCONTRACTORS

- 13.1 The City agrees that Contractor may retain outside consultants or subcontractors which are selected by Contractor, with prior notice to the City and approval by the City, at Contractor's expense, to perform those services not customarily or normally performed by Contractor

covered by this Agreement. Contractor shall select such outside consultants and subcontractors consistent with Contractor's Non-Discrimination, Affirmative Action and Equal Economic Opportunity commitments contained in this Agreement. Contractor shall remain fully responsible for services performed by others to the same extent it would be if it performed such services itself. The City's approval of such consultants or subcontractors shall not waive, release, or diminish Contractor's responsibilities as contained in this Agreement or as otherwise provided by law.

- 13.2 Each agreement with outside consultants and subcontractors entered into by Contractor must expressly provide that (i) the particular consultant's and subcontractor's services are in partial satisfaction of Contractor's obligations to the City; (ii) Contractor is entering into the particular agreement in order to provide the City with the services required by this Agreement between the City and Contractor; (iii) consultants and subcontractors shall have the same obligations to the City as does Contractor; and (iv) the terms and provisions of this Agreement are incorporated therein, including the insurance provisions.

ARTICLE 14

INDEPENDENT CONTRACTOR

- 14.1 Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. Contractor shall not represent or otherwise hold itself or any of its directors, officers, partners, employees, or agents out to be an agent or employee of the City.

ARTICLE 15

CONTRACT CLAIMS

- 15.1 All Claims by Contractor against the City relating to this Agreement shall be submitted in writing to the City promptly after the events allegedly giving rise to such Claim. Such written notice of a Claim shall include all reasons for such Claim and the amount of any additional compensation or additional time requested for such Claim. All Claims not made in the manner specified herein shall be deemed waived and of no effect. "Claims" include, but are not limited to, controversies arising under this Agreement and those based upon breach of contract, mistake, misrepresentation, or other cause for Agreement modification or rescission.

ARTICLE 16

NOTICES

- 16.1 All notices required to be given under the terms of this Agreement shall be made in writing and shall be deemed to have been made and given if sent by certified mail, postage prepaid, or hand-delivered to the Party to receive such notice at the addresses specified below or to such other address as any Party may subsequently specify by written notice to the other Party:

If to the City: City of St. Joseph, Missouri
 1100 Frederick Avenue
 St. Joseph, Missouri 64501
 Attention: Chief Building Official

If to Contractor: Madget Demolition, Inc.
2425 South 6th Street
Saint Joseph, Missouri 64501

ARTICLE 17
AMENDMENTS OR MODIFICATIONS

- 17.1 This Agreement may be amended or modified only in writing, executed by the Parties.

ARTICLE 18
TERMINATION

- 18.1 The City may, at any time and for any reason or no reason, including, without limitation, for its own convenience and at its sole discretion, cancel or terminate this Agreement in whole or in part upon five (5) days written notice to Contractor without liability other than payment for services already performed up to the date of termination. In no event shall Contractor be entitled to any other compensation from or recovery of any damages in connection with any termination hereunder, including, without limitation, consequential damages, lost opportunity costs, lost profits, impact damages or similar remuneration. The sole compensation that Contractor shall be entitled to because of any termination hereunder is limited to compensation for services performed up to the date of termination.
- 18.2 The City may terminate this Agreement upon five (5) days written notice should Contractor fail to substantially perform in accordance with the terms of this Agreement. Contractor shall not be entitled to any payment under this Agreement upon a termination pursuant to this Section 18.2 and the City may recover all damages it sustains as a result of Contractor's failures.
- 18.3 Upon receipt of any notice of termination, Contractor shall promptly (i) discontinue all services (unless the notice directs otherwise), and (ii) promptly deliver to the City all copies of completed or partially completed drawings, specifications, sketches, models, reports, computer discs, diskettes, tapes, charts, photographs, data, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing this Agreement, whether completed or in progress.
- 18.4 If a court determines that the City's termination of Contractor pursuant to Section 18.2 was wrongful, such termination will be deemed converted to a termination for convenience pursuant to Section 18.1 and Contractor's remedy for wrongful termination is limited to the recovery of the payment permitted for termination for convenience.
- 18.5 The rights and remedies of the City under this Article 18 are non-exclusive and are in addition to all other remedies available to the City at law or in equity.

ARTICLE 19
MISCELLANEOUS

- 19.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. In the event of any dispute or controversy between the Parties, each agrees that the Circuit Court of Buchanan County, Missouri, shall have exclusive jurisdiction to determine all issues arising between them. Provided, however, if a dispute arises out of or relates to this Agreement, or the breach thereof, and cannot be settled through negotiations, the Parties agree to try in good faith to settle the dispute by non-binding mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any action with the Circuit Court of Buchanan County. Such mediation shall be held in St. Joseph, Missouri. Should the City be required to institute legal action to enforce any of its rights set forth in this Agreement, the City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the court in any such action.
- 19.2 This Agreement is the sole and exclusive agreement of the Parties concerning Contractor's Work and the services hereunder, and this Agreement supersedes any and all agreements, whether oral or in writing, between the City and Contractor with respect to the same.
- 19.3 All headings, titles and paragraph captions are inserted in this Agreement for convenience of reference only, are descriptive only and shall not be deemed to add to or detract from or otherwise modify the meaning of the paragraphs.
- 19.4 Waiver of any of the provisions of this Agreement or any breach of this Agreement shall not thereafter be deemed to be a consent by the waiving Party to any further waiver, modification, or breach by the other Party, whether new or continuing, of the same or any other covenant, condition, or provision of this Agreement. Failure by one of the Parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.
- 19.5 If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of any of the other provisions of this Agreement shall not be affected thereby. To the contrary, the illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.
- 19.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any third-party against any Party to this Agreement.
- 19.7 Contractor's obligation to perform and complete the Work in strict accordance with this Agreement shall be absolute. None of the following shall constitute an acceptance of Work that is not in strict accordance with this Agreement or a release of Contractor's obligation to perform the Work in strict accordance with this Agreement: (a) observations or inspections by the City; (b) the issuance of any payment by the City; (c) the use or occupancy of the Property or any part thereof by the City; (d) any inspection, test or approval by others; or (e) any correction of defective Work by the City.
- 19.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same Agreement.
- 19.9 All documents attached hereto or referenced herein are hereby incorporated by reference as if fully set forth herein.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Contractor and the City have each caused this Agreement to be executed by its duly authorized representative effective as of the date first above written.

I do hereby certify that the above contract or order is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay for that portion of the contract for which the City is obligated.

Finance Director

ATTEST:

CITY OF ST. JOSEPH, MISSOURI

City Clerk

City Manager

&

ATTEST:

MADGET DEMOLITION, INC.



Andrew Madget
Printed Name

President
Title

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Description of the Property

Bid Specifications



Location:

4604 King Hill Ave

Summary:

Structures: 1 church

Asbestos Detected

Spire and Every notified of demo on 09/22/2025

Sam.gov Registration & UEI Number: Not Required

Pursuant to an agreement (including all amendments and exhibits referred to or attached to such agreement, hereinafter, in this Exhibit, collectively, the "Agreement") to demolish a church structure, and perform other services as described herein on property located at **4604 King Hill Ave**, St. Joseph, MO 64504 (hereinafter, in this Exhibit, the "Property"), the party contracting with the City to perform all demolition, work, and other services (hereinafter, in this exhibit, the "Contractor") for the City of St. Joseph (hereinafter, in this exhibit, the "City") acknowledges and agrees to the following:

1. A church is to be demolished and removed from the Property that is generally described as: **4604 King Hill Ave**. That no agreement, statement or term in this Exhibit shall be deemed to define or negate terms of the signed agreement the Contractor and the City have reached relating to the subject Property (hereinafter, in this Exhibit, and incorporating amendments and exhibits referred to or attached to such agreement, the "Agreement") except to the extent that such Agreement specifically and explicitly identifies to this Exhibit.
2. The Contractor shall comply with all applicable federal, state and local laws and regulations in performing all duties described in this Exhibit or the Agreement.
3. To the extent that any term stated in this Exhibit contradicts any other terms in the Agreement, the term in this Exhibit will be deemed to override such other terms, but only to the extent that the term in this Exhibit does not violate applicable laws, regulations or the City Code of Ordinances; in the event terms of this Exhibit violate applicable laws, regulations or the City Code of Ordinances, any applicable terms in the Agreement shall remain valid and enforceable.
4. The Contractor shall remove all salvage materials from the Property; to the extent that the City owns any such materials, the City relinquishes such ownership to the Contractor.
5. The Contractor shall remove all demolition-related solid waste materials, and other waste materials as described herein or resulting from the activities described herein, from the Property and dispose of them in a landfill regulated by the Missouri Department of Natural Resources (hereinafter, in this Exhibit, "DNR") or the equivalent department of another state. The City has provided and attached an asbestos and survey report, including the description of the following asbestos-containing materials on the Property:
 - Irrespective of whether asbestos is identified herein or in any agreement between the City and the Contractor, all asbestos and material containing asbestos identified by the Contractor in performing the Agreement must be removed and disposed of in accordance with applicable Environmental Protection Agency (hereinafter, in this Exhibit, "EPA"), DNR, Occupational Safety and Health Administration (hereinafter, in this Exhibit, "OSHA") and Department of Transportation (hereinafter, in this Exhibit, "DOT") requirements and specifications. The Contractor must comply with all legal and regulatory notification requirements, including the requirement to notify DNR of asbestos abatements and demolitions, prior to start of demolition-related work governed by the Agreement. Prior to the initiation of demolition-related work designated as a "regulated project" by DNR, and governed by the Agreement, the Contractor will provide the City with a copy of the National Emission Standards for Hazardous Air Pollutants Notification of Demolition and Renovation form submitted to DNR and related to the demolition-related work governed by the Agreement.

6. The Contractor agrees that the City will not be required to make payment for the Contractor's performance of the Agreement unless the Contractor's Request for Payment includes the Contractor's invoice(s), and all asbestos and solid waste disposal landfill receipts (denoting specific material) from a landfill operating pursuant to a DNR permit.
7. In addition to other obligations defined by the Agreement, the Contractor agrees to the following:
 - a. Prior to performing construction, demolition or other similar work on the Property, and continuing through the completion of such construction, demolition or other similar work, Contractor must at all times comply with Missouri's Underground Facility Safety and Damage Prevention Act, R.S.Mo. Section 319.010, et. seq., in its current form and as modified. Such compliance includes contacting the Notification Center at (800) 344-7483.
 - b. Prior to performing construction, demolition or other similar work on the Property, Contractor must contact all utility companies who presently are or previously have provided service to the Property and notify them of **service abandonment** and verify that all utility services have been disconnected. Utility companies in St. Joseph include, but are not limited to, the following:

Missouri Gas Energy:	(800) 344-7483	Emergency: (800)-582-0000)
Missouri American Water:	(816) 233-8844	or (866) 430-0820
KCPL:	(800) 471-5275	Emergency: (800)-544-4852)
Suddenlink:	(816) 279-1234	
AT&T Missouri:	(866) 212-5222	

Notwithstanding the fact that a utility provider may not be listed above, the Contractor must still perform requirements of this paragraph for all utility providers. The contact information above is provided for the Contractor's convenience, but the Contractor agrees to refrain from holding the City liable for inaccuracies in the information provided and further agrees to remain responsible for verifying correct contact information.

- c. The Contractor shall obtain, at its own cost, all permits required by the City Code of Ordinances in conjunction with all work completed pursuant to the Agreement. Such permits shall include, but not be limited to, demolition permits, land disturbance permits and hauling permits.
- d. The Contractor agrees that a land disturbance permit, if required by the City's Code of Ordinances in completion of work under the Agreement, requires an erosion control plan that must be approved by the City before any demolition activities take place on the Property. Such erosion control plan requirements include, but are not limited to the following:
 - i. Site stabilization, including conventional grass seeding covered on flat areas and sod or staked material for certain banks.
 - ii. Erosion control, including a silt fence placed at the lowest points of drainage to prevent silt from crossing the Property's legal boundaries.

- e. During regular City business hours, and at least one hour before backfilling the basement on the Property, the Contractor agrees to contact the City at **(816) 273-2717**, and request a sewer capping inspection; the Contractor further agrees to refrain from covering sewer access points on the Property until all sewers at the Property are capped with a rubber type cap and clamp.
- f. When work governed by the Agreement is substantially complete, **but prior to the completion date**, the Contractor agrees to contact the City at **(816) 273-2717**, during the City's regular business hours, to schedule a final inspection that must be conducted approximately contemporaneous with completion of work governed by the Agreement.
- g. In the event adverse weather conditions cause the loss of a day of scheduled work on the Property that is described in the Agreement, the Contractor must notify the City, by contacting the City at **(816) 273-2717**, within twenty-four (24) hours of said delay.
- h. All foundations, footings, miscellaneous structures and other approved supplemental material that remain on the Property following completion of the Agreement shall be covered by the Contractor with a minimum of twelve (12) inches of "clean fill," as defined by the DNR Solid Waste Management Program. Such clean fill must also be free of "organic matter" that is capable of rapid decay, (i.e., wood, vegetation, paper products, food, fabric and any living or deceased organisms).
- i. The Contractor agrees to remove all debris from the basement of the demolished and removed structures on the Property prior to the backfilling as described in the immediately preceding subparagraph.
- j. The Contractor agrees to compact all backfill, as described in the immediately preceding two paragraphs and otherwise, that it places on the Property to a minimum ninety-five percent (95%) compaction.
- k. **Prior to applying grass seed and straw** on the Property, the Contractor agrees to allow the City to conduct a grading inspection. The Contractor must contact the City at **(816) 273-2717**, during the City's regular business hours, to request said grading inspection.
- l. The Contractor agrees to place functional erosion control measures on the Property upon completion of the work described in the Agreement. The Contractor further agrees to monitor the landscape of the Property until such time as vegetation is established enough to stabilize the topsoil and prevent erosion.
- m. The Contractor agrees to refrain from removing or damaging sidewalks or curbs in the City's, or other entities', property or right-of-ways, and the Contractor agrees to replace any such removed or damaged sidewalks or curbs in sections that are damaged during demolition.

- n. If any concrete sidewalks, steps and slabs, debris, bricks, fallen tree limbs and other waste are on the Property, Contractor must remove such items and dispose of them as required by the Agreement and applicable law.
 - o. During regular business hours, the Contractor agrees to notify the City at (816) 273-2717 at least 1 hour prior to and not more than 24 hours before demolishing the structure, and/or hauling debris from the demolition site. The Contractor shall haul all debris from the demolition site directly to a DNR approved landfill. The contractor agrees to haul on weekdays between 8am and 5pm and shall not haul on holidays or weekends. The contractor may request to fill and store dumpsters overnight at the inspector's discretion. Failure to notify before hauling, or not hauling directly to a DNR approved landfill, may result in no payment being issued to the contractor.
 - p. If any tree or tree limb that is located wholly on the Property interferes with the demolition of structure(s) on the Property, as described herein, the Contractor shall contact the City's representative identified below or the record owner of the Property, and request to remove such tree or tree limb; the decision to allow such removal will be within the discretion of the owner of the property or, if that owner is unknown or unreachable, the City's representative.
 - q. The Contractor agrees that a cistern or septic tank may be in place on the Property and, if such cistern or septic tank is in place, the Contractor will collapse it, fill it with sand, and cover it with eighteen (18) inches of dirt.
 - r. The Contractor agrees that, after notification of the start date, and unless otherwise stated in the Agreement, it will have fifteen (15) calendar days to meet all notification requirements, complete demolition and submit all landfill disposal receipts as required in the Agreement.
 - s. In the event the Contractor is awarded multiple demolition projects with substantially similar completion dates, the Contractor is entitled to an additional seven (7) days beyond the otherwise-stated completion date to complete required work, provided that the Contractor submits a written request for said seven (7) day extension to the individual or department identified in the Agreement.
8. No term in the Agreement may be deemed a right to enter any land other than the Property. The Contractor agrees to obtain written permission from neighboring or other property owners before the Contractor's employees, subcontractors and all others acting on the Contractor's behalf pursuant to this Agreement, enter such landowners' land to perform any work or other duties pursuant to this Agreement.
9. No provision or term stated in this Agreement shall be deemed a waiver of any permit requirement contained in the City Code of Ordinances.
10. The Contractor agrees that, to enter the Property, it must obtain either (1) the record owner's permission, obtained either directly from such owner or through the City or (2) a copy of a valid search warrant obtained by the City. Such permission or warrant may take up to ten (10) days; in no event will an extension of time to complete obligations described herein be extended for any delay in obtaining owner's permission or a warrant that does

not exceed ten (10) days; in the event obtaining either the owner's permission or a warrant takes more than ten (10) days, The Contractor may have an additional day to complete obligations described herein for each day, beyond ten (10) days, that it takes to obtain the owner's permission or a search warrant.

Immediate questions (excluding inquiries which the Agreement otherwise requires be directed to another person or contact) may be directed to Aaron Adrian, Dangerous Building Inspector at **(816) 273-2717**. Please call Juston Carr **(816-273-2725)** if Aaron Adrian is not available for any of the above inspections.

EXHIBIT B

Plans and Specifications

1. City issued guidelines pages 1-5
2. CAS Pre-Demo ACM Survey Report
 - Attachment 1 – Laboratory Results
 - Attachment 2 – Site Photos & Notes
 - Attachment 3 – TES Personnel & Corporate Certifications



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Asbestos Assessment

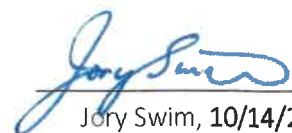
4604 King Hill Ave, Saint Joseph, Buchanan County, MO



By

Jory Swim, #11323
Construction and Abatement Services, Inc.
1100 Guinotte Ave
Kansas City MO 64120
(816) 524-3233

- Asbestos
- Mold
- Emergency Response 24/7/365
- Radon
- UST/HST Removal and Closure
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- Selective Demo
- Phase I & Phase II


Jory Swim, 10/14/2025



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APPENDIX B SAMPLED SUSPECT MATERIALS

APPENDIX C LICENSES AND CERTIFICATIONS



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ASBESTOS SURVEY

Project Location: 4604 King Hill Ave, Saint Joseph, Buchanan County, MO

CAS Project No: 25-12726.

Report Date: 10/14/2025

1.0 INTRODUCTION

Construction and Abatement Services, Inc. (CAS) conducted an asbestos survey of the building located at 4604 King Hill Ave, Saint Joseph, Buchanan County, MO. The survey was conducted on 10/14/2025, by an AHERA accredited asbestos inspector in general accordance with CAS Proposal No. 25-12726. Interior and exterior building components were surveyed, and homogeneous areas of suspect asbestos-containing materials (ACM) were visually identified and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be in walls, in voids, or in other concealed areas.

Suspect ACM samples were collected in general accordance with the sampling protocols outlined in United States Environmental Protection Agency (USEPA) 40 Code of Federal Regulations (CFR) Part 763, Subpart E, known as the Asbestos Hazard Emergency Response Act (AHERA). Samples were delivered to an accredited laboratory for analysis by Polarized Light Microscopy (PLM).

1.1 Project Objective

We understand this asbestos survey was requested to the planned demolition or renovation of the on-site building(s) to satisfy requirements of the USEPA 40 CFR Part 61, Subpart M the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP).

1.2 Reliance

This report is for the exclusive use of City of Saint Joseph and their Demolition Contractor for the project being discussed. Reliance by any other party on this report is prohibited without written authorization of CAS and City of Saint Joseph and their Demolition Contractor. Reliance on this report by City of Saint Joseph and their Demolition Contractor and all authorized parties will be subject to the terms, conditions, and limitations stated in the proposal, this report, and CAS's Agreement for Services. The limitations of liability defined in CAS's Agreement for Services is the aggregate limit of CAS's liability to City of Saint Joseph and their Demolition Contractor.

2.0 BUILDING DESCRIPTION

The former First Baptist, Mt Union Church located at 4604 King Hill Avenue is a 2,900 square foot multi-level building. It has brick and asphalt-based materials on the exterior. The interior has plaster, drywall, and various types of finishings throughout including asbestos-containing aggregate ceiling texture on all upper levels. No regulated insulations were observed during the site survey.



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3.0 FIELD ACTIVITIES

The survey was conducted by Jory Swim, #11323, an AHERA accredited asbestos inspector. A copy of Jory Swim's asbestos inspector accreditation is attached in Appendix. The survey was conducted in general accordance with the sample collection protocols established in USEPA 40 CFR Part 763, Subpart E, Section 763.86, AHERA. A summary of survey activities is provided below.

3.1 Visual Assessment

Survey activities were initiated with visual observation of the interior and exterior of the building to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of building materials that appear similar throughout in terms of color and texture with consideration given to the date of application. Interior assessment was conducted in visually accessible areas of the building proposed for demolition.

3.2 Physical Assessment

A physical assessment of each HA of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the USEPA as a material which can be crumbled, pulverized, or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.3 Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with USEPA AHERA sampling protocols. Samples of suspect materials were collected from randomly selected locations in each homogeneous area. Bulk samples were collected using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker. The selection of sample locations and frequency of sampling were based on CAS's observations and the assumption that similar materials in the same area are homogeneous in content.

CAS collected 12 layered bulk samples from 1 homogeneous areas of suspect ACM.

3.4 Sample Analysis

Bulk samples were submitted under chain of custody to SanAir Technologies Laboratory, Inc. for analysis by PLM with dispersion staining techniques per USEPA methodology 600/R-93/116. The percentage of asbestos, where applicable, was determined by microscopic visual estimation.



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4.0 REGULATORY OVERVIEW

National Emission Standards for Hazardous Air Pollutants:

Asbestos (Asbestos NESHAP) [40 Code of Federal Regulations (CFR) Part 61, Subpart M]. Asbestos NESHAP states that "the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation will thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos."

The asbestos NESHAP regulation classifies material subject to demolition or renovation as either RACM, Category I non-friable ACM, or Category II non-friable ACM. RACM includes all friable ACM (pre-disturbance), along with Category I non-friable ACM that becomes friable (during disturbance), and Category I non-friable ACM subject to sanding, grinding, cutting, or abrading, or Category II non-friable ACM with a high probability of becoming crumbled, pulverized, or reduced to powder by forces expected to act on the material during disturbance. Category I nonfriable ACM are exclusively asbestos-containing packings, gaskets, resilient floor coverings, and asphalt roofing products that contain more than 1% asbestos. Category II non-friable ACM are all other non-friable materials (other than Category I non-friable ACM) that contain more than 1% asbestos. Category II non-friable ACM generally includes (but is not limited to) cementitious material such as: cement pipes, cement siding, cement panels, glazing, mortar, and grouts.

The United States Occupational Safety and Health Administration (OSHA) asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The OSHA standard requires that employee exposure to airborne asbestos must not exceed 0.1 fibers per cubic centimeter of air (0.1 f/cc) as an eight-hour time weighted average (TWA) and not exceed 1.0 fibers per cubic centimeter of air (1.0 f/cc) over a 30-minute time period known as an excursion limit (EL). The TWA and EL are known as USOSHA's asbestos permissible exposure limits (PELs). The OSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

In Missouri, the Department of Natural Resources MDNR has been given the authority to enforce the NESHAP regulation.

5.0 FINDINGS AND RECOMMENDATIONS

The following asbestos containing materials were identified as a result of laboratory analysis and presumed materials to be asbestos containing:

Material Description	Homogenous Area	Approx. Quantity	Category *	Friable / Non-friable
Ceiling Texture @ 5% Chrysotile	Throughout, portions above other layers of drywall	5,800 sqft	RACM	F

***Category I nonfriable ACM** means asbestos -containing packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than 1% asbestos.

***Category II nonfriable ACM** means any material excluding Category I nonfriable ACM containing more than 1% asbestos that when dry cannot be crumbled, pulverized, or reduced to power by hand pressure.

Any above listed Category I non-friable ACM that is damaged or could be damaged to the extent that it could be crumbled, pulverized, or reduced to powder when dry, making it friable, must be removed prior to any activities (renovation and/or demolition) that may disturb this material in accordance with applicable federal, state, and local regulations. The above listed RACM must be removed by a state licensed abatement contractor prior to any activities (renovation and/or demolition) that may disturb this material in accordance with applicable federal, state, and local regulations. The Occupational Safety and Health Administration, or OSHA, has specific work practice standards for friable and nonfriable Category I and Category II asbestos-containing materials. While the removal of nonfriable materials may not be regulated by the department, the material can still pose a safety risk if handled improperly. For any project involving asbestos, whether regulated by the department or not, the use of trained asbestos professionals who are familiar with OSHA standards should be considered for any work involving asbestos. A summary of the classification, condition and approximate quantity and locations of identified Suspect ACM is presented in Appendix B. Laboratory analytical reports are included in Appendix A.



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6.0 LIMITATIONS/GENERAL COMMENTS

CAS performed sampling and made reasonable efforts to access suspect materials within known areas with restricted access (e.g., crawl spaces); however, if applicable and if noted in previous sections, confined spaces or areas which may pose a health or safety risk to CAS personnel were not sampled. As with any construction, there is always the possibility that someone installed something previously over the years using an unconventional method; something that may not be visible going into the demolition or renovation project. The operator completing the work should review the complete report to ensure that if new materials are discovered during the demolition process that they are handled appropriately. Sampling did not include suspect materials which could not be safely reached with available ladders/man-lifts but may be noted in previous sections.

This asbestos survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was conducted and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by City of Saint Joseph and their Demolition Contractor for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary, quantities are approximate, and the user of this report should field verify. CAS does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied, is made.

Construction and Abatement Services, Inc. can provide the Client with a proposal for asbestos abatement upon request if applicable.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Jory Swim'.

Jory Swim
Operations Manager
Construction and Abatement Services, Inc.



Analysis Report
prepared for
Construction & Abatement Services, Inc.

Report Date: 10/14/2025

Project Name: 4604 King Hall, St Joe

Project #: 25-12726-CAS

SanAir ID#: 25068747



NVLAP LAB CODE 200870-0

10501 Trade Court, North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | LabReports@SanAir.com | SanAir.com



SanAir ID Number

25068747

FINAL REPORT

10/14/2025 11:07:57 AM

Name: Construction & Abatement Services, Inc.

Address: 1100 Guinotte Ave.

Kansas City, MO 64120

Phone: 816-524-3233

Project Number: 25-12726-CAS

P.O. Number:

Project Name: 4604 King Hall, St Joe

Collected Date: 10/10/2025

Received Date: 10/13/2025 9:45:00 AM

Dear Jory Swim,

We at SanAir would like to thank you for the work you recently submitted. The 8 sample(s) were received on Monday, October 13, 2025 via FedEx. The final report(s) is enclosed for the following sample(s): R-1, WG-2, P-3, CTX-4, F-5, D-6, CT-7, L-8.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink that reads "Sandra Sobrino".

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 8 samples in Good condition.



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Collected Date: 10/10/2025
Received Date: 10/13/2025 9:45:00 AM

Analyst: Hogrefe, Sarah

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
R-1 / 25068747-001 Roofing	Grey Non-Fibrous Heterogeneous	5% Glass	95% Other	None Detected
WG-2 / 25068747-002 Glazing	White Non-Fibrous Homogeneous		100% Other	None Detected
P-3 / 25068747-003 Plaster, Plaster	Grey Non-Fibrous Heterogeneous		100% Other	None Detected
P-3 / 25068747-003 Plaster, Skim Coat	White Non-Fibrous Heterogeneous		100% Other	None Detected
CTX-4 / 25068747-004 Texture - 1st & 2nd	White Non-Fibrous Homogeneous		95% Other	5% Chrysotile
F-5 / 25068747-005 Kitchen Linoleum, Linoleum	Beige Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
F-5 / 25068747-005 Kitchen Linoleum, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
D-6 / 25068747-006 Drywall, Drywall	Pink Non-Fibrous Homogeneous	5% Cellulose	95% Other	None Detected
D-6 / 25068747-006 Drywall, Texture	White Non-Fibrous Homogeneous		100% Other	None Detected
CT-7 / 25068747-007 Ceiling Tiles	White Fibrous Homogeneous	50% Cellulose 20% Glass	30% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 10/14/2025

Date: 10/14/2025



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Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
L-8 / 25068747-008 Linoleum - 1st Aud., Linoleum	Brown Non-Fibrous Heterogeneous	15% Cellulose	85% Other	None Detected
L-8 / 25068747-008 Linoleum - 1st Aud., Leveling Compound	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 10/14/2025

Date: 10/14/2025

Disclaimer and Additional Information: **Asbestos Bulk PLM EPA 600/R-93/116**

This report is the sole property of the client named on the chain-of-custody (COC) submitted to SanAir Technologies Laboratory, Inc. (SanAir). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced, except in full, without written approval of the laboratory to assure that parts of the report are not taken out of context. This report and any information contained within shall not be edited, altered, or modified in any way by any persons or agencies receiving, viewing, distributing, or otherwise possessing a copy of this final report. The laboratory reserves the right to perform amendments to any finalized report, of which shall supersede and make obsolete any previous editions. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to posting on the SanAir client portal website, electronic or conventional mail, or by any other means.

The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client on the COC. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition received at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, P.O. number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start-stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. When the client requires samples to be tested that deviates from a specific method or condition, all reported results may be affected by the deviation. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted.

This report does not constitute nor shall not be used by the client to claim product, process, system, or person certification, approval, or endorsement by NVLAP, NIST, NELAC, AIHA LAP, LLC or any other U.S. governmental agencies; all or some tests contained in this report may not be accredited by every local, state, and federal regulatory agencies. Refer to the SanAir website at www.sanair.com for copies of current certificates and scopes of various accreditations, certifications, and licenses or contact the laboratory for inquiries regarding the status or scope of an accreditation or certification.

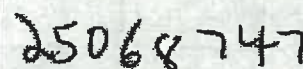
Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:

Polarized-light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Accreditations, Certifications, and Licenses

National Voluntary Laboratory Accreditation Program (NVLAP) Lab Code 200870-0
City of Philadelphia Department of Public Health Air Management Services, Certification#ALL-460
Commonwealth of Pennsylvania Department of Environmental Protection Number 68-05397
California State Environmental Laboratory Accreditation Program Certificate Number 2915
Colorado Department of Public Health and Environment Registration Number AL-23143
Connecticut Department of Public Health Environmental Laboratory Registration Number PH-0105
Massachusetts Department of Labor Standards Asbestos Analytical Services License Number:
AA000222
State of Maine Department of Environmental Protection License Number: LB-0075
New York State Department of Health Laboratory ID: 11983
State of Rhode Island Department of Health Certification No.: PLM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia Department of Professional and Occupational Regulation Number:
3333000323
State of Washington Department of Ecology Laboratory ID: C989
State of West Virginia Bureau for Public Health Analytical Laboratory Number: LT000616
Vermont Department of Health License Number: Asb-Co-An-000006
Louisiana Department of Environmental Quality AI Number 212253, LELAP Lab ID #05088





MISSOURI DEPARTMENT OF NATURAL RESOURCES

Mike Kehoe
Governor

Kurt U. Schaefer
Director

June 5, 2025

Jory S Swim
1100 Guinotte Ave
Kansas City, MO 64120

RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7001060525MOIR11323
Course Training Date: June 05, 2025
Missouri Certification Approval Date: June 05, 2025
Missouri Certification Expiration Date: June 05, 2026

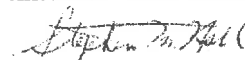
Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
 - Sections 643.225 to 643.250, RSMo;
 - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
 - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

AIR POLLUTION CONTROL PROGRAM



Director of Air Pollution Control Program

CERTIFICATION NUMBER:
7001060525MOIR11323

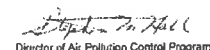
THIS CERTIFIES
Jory S Swim
HAS COMPLETED THE CERTIFICATION
REQUIREMENTS FOR
Inspector



PO Box 170, Jefferson City, MO 65101

APPROVED: **06/05/2025**
EXPIRES: **06/05/2026**

TRAINING DATE: **06/05/2025**


Director of Air Pollution Control Program



Resolution No.

BILL# 182-26

A RESOLUTION AFFIRMING THE PURCHASE OF SECURITY CAMERAS FOR FELIX STREET SQUARE UTILIZING STATE RIVERBLUFF ARPA FUNDS WITH ALL SYSTEMS GO IN THE AMOUNT OF \$59,030.60.

Whereas, the city recognizes a need for security cameras at Felix Street Square; and

Whereas, the city will be utilizing the Verkada TIPS – Contract # 230105 to streamline the procurement process for these services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- Section 1.** That the purchase of security cameras for Felix Street Square from All Systems Go in the amount of \$59,030.60 for the Parks Department be, and hereby is, affirmed.
- Section 2.** That the City Manager or his designee be, and hereby is, authorized to purchase security cameras for Felix Street Square from All Systems Go in the amount of \$59,030.60 for the Parks Department.
- Section 3.** That the City Manger or his designee be, and hereby is, authorized to sign all necessary documents which may subsequently be required to effectuate this purchase.
- Section 4.** That the Finance Director be, and hereby is, authorized to record the expenditure in the amount of \$59,030.60 to the Fiscal Year 2027 American Rescue Plan Fund, State of Missouri RiverBluff ARPA Fund, Account Number 0162-1630 (Machinery & Equipment) and to issue a warrant when directed to do so by the Parks Director.

Approved as to form:

_____ City Attorney	Passed/Adopted: _____
Attest: _____ City Clerk	_____ Mayor

Date: July 20, 2026
Amount: 59,030.60
Account Number: 0162-1495

Explanation to Council Bill

Originating Department: Parks & Recreation

Purpose: To affirm the purchase of security cameras for Felix Street Square utilizing state RiverBluff ARPA funds with All Systems Go in the amount of \$59,030.60.

Remarks:

Coleman Hawkins Felix Street Square serves as a valued public gathering space within the City of St. Joseph, hosting community activities, events, and daily pedestrian use. However, like many public areas, it presents ongoing challenges related to security, property protection, and public safety.

The installation of a modern camera security system at Coleman Hawkins Felix Street Square is a proactive measure designed to deter criminal activity, assist law enforcement in investigations, and enhance the overall sense of safety for individuals utilizing the space. Surveillance technology has proven to be an effective tool in reducing incidents of vandalism, theft, and other unlawful behavior while supporting rapid response efforts. The City further recognizes that adding camera security will be an asset to the community by helping to create a safer, more welcoming environment for residents, visitors, and event attendees, while preserving the square as a valuable public gathering place for years to come.

This investment will provide long-term benefits through enhanced monitoring capabilities, reduced maintenance costs associated with vandalism, and increased confidence in the safety and security of public spaces.

State ARPA # 162-010

This project aligns with the City of St. Joseph Strategic Goals as follows:

1. **Maintain & Enhance City Assets:** Maintain and improve park grounds, facilities, and equipment through regular upgrades to facilities and equipment as needed to preserve aesthetics of the existing park system.
2. **Ensure Fiscal Responsibility:** Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.
3. **Create a Clean & Vibrant City:** Continue to keep city properties clean and well maintained and properly maintain exteriors of city-owned buildings to ensure they are safe and functional.
4. **Create a Clean & Vibrant City:** Continue to maintain the entirety of the St. Joseph Park system, including tasks that improve the overall aesthetic of our community parks.

THIS RESOLUTION HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT

**THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION
SUFFICIENT TO PAY THEREFORE.**

**CITY OF ST. JOSEPH, MISSOURI
RIVER BLUFF GATEWAY PROJECT
CONTRACTOR/PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT, made and effective as of this ____ day of _____ 2026, by and between the **City of St. Joseph**, a Missouri municipal corporation, hereinafter referred to as the “City”, and **All Systems Go**, located at **3805 Oakland Suite 201-A, St. Joseph, MO 64506**, hereinafter referred to as the "Contractor." The City and Contractor are collectively referred to as the “Parties”.

RECITALS

WHEREAS, the State of Missouri received \$100 million from the Federal Government as part of the American Rescue Plan Act to invest in communities to support local priorities, encourage economic recovery, and build resilience for the future;

WHEREAS, the Missouri Department of Economic Development was tasked with allocating the \$100 million to communities across the State;

WHEREAS, the City received a \$2.5 million grant (the “Grant”) from the Missouri Department of Economic Development for the purpose of community revitalization;

WHEREAS, the Grant funds were awarded to the City in order to initiate its River Bluff Gateway Project (the “Project”);

WHEREAS, the purpose of the Project is to revitalize certain parts of the city including: the Southside (centered on King Hill Avenue), the 6th St. Corridor, Downtown, and Northside (centered on St. Joseph Avenue);

WHEREAS, funds are being awarded for community revitalization projects including, but not limited to, structural rehabilitation, green and open space improvements, and streetscape improvements;

WHEREAS, the City will use Project funds to pay for **purchase and installation of security cameras**; and

WHEREAS, the Contractor submitted a bid to **purchase and installation of security cameras**, which was accepted by the City.

NOW, THEREFORE, the Parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor's services are necessary for the following Project of the City: **purchase and installation of security cameras at Coleman Hawkins Park (Felix Street Square).**

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor's services which are described above and in the Contractor's proposal which is attached hereto as **Exhibit A** and incorporated herein by reference (hereinafter referred to as the "Work"). The Work shall be provided by the Contractor in accordance with all the provisions of this Contract and the attached **City of St. Joseph General Conditions**.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the Work and Contractor's other obligations under this Agreement a sum not to exceed **Fifty-Nine Thousand, Thirty Dollars and Sixty Cents (\$59,030.60)**.

B. Additional Compensation. No additional compensation will be provided.

III. TIME AND MANNER OF PAYMENTS

The full amount of Basic Compensation set forth above will be paid to the Contractor as an upfront payment prior to any work beginning, upon the Contractor's presentation of documentation to the City demonstrating the costs of materials, supplies, and other out-of-pocket expenses to be incurred by the Contractor in its performance of its obligations under this Agreement.

Should the Contractor not satisfactorily perform its obligations under this Agreement after having received the upfront payment described above and it becomes necessary for the City to pursue legal action to recover such amount, the Contractor shall be liable to the City for double damages in twice the amount paid to the Contractor and shall also be liable to the City for its reasonable attorneys' fees and litigation expenses.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Contract shall be commenced upon receipt of a Notice to Proceed, and shall be completed in a reasonable manner, shall be performed so as not to delay or hinder City's schedule for the project, and shall be finally completed no later than August 31, 2026. Failure to complete the Work by the completion date shall result in a reduction in the amount due the Contractor under this contract in the amount of One Hundred Dollars (\$100) per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

V. ADDITIONAL TERMS AND CONDITIONS

A. Completion of the Work. The Contractor shall fully complete the Work in a professional workmanlike manner and in accordance with the following: (i) United States Secretary of the Interior's Standards for Rehabilitation (available at <http://www.nps.gov/history/hps/tps/tax/rhb/stand/htm>); (ii) all building codes and regulations applicable to construction in the City's corporate limits; and (iii) all applicable and existing state, federal, and local laws, ordinances, regulations, and codes. The Contractor shall supervise and direct the Work, using its best skill and attention, and be responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities, temporary or permanent, and whether or not incorporated or to be incorporated into the Work. The Contractor warrants that all materials and equipment incorporated into the Work will be new unless otherwise specified and approved by the City, and that all Work will be of good and workmanlike quality. The Contractor shall pay all sales, consumer, use, and similar taxes resulting from the Work or from the procurement of materials to complete the Work. The Contractor shall keep the Property free from accumulation of waste material or rubbish caused during, or as a result of, the Work. Upon completion of the Work, and prior to final inspection, the Contractor shall remove all of the waste materials and rubbish from the Property as well as tools, construction equipment, machinery, and surplus materials.

B. Debarment and Suspension. The Contractor hereby certifies that it and its employees and principals, and any subcontractors it may contract with, are not debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal or State of Missouri assistance programs or activities. The Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended. Debarment and/or suspension status can be verified using the Federal Government's System for Award Management (SAM) found at SAM.gov.

C. Procurement Standards. The Contractor shall comply with the City's Procurement Policy which is found at Ch. 2, Art. XII, Sec. 2-1350, et seq., of the City Code and which is consistent with the Federal Procurement Standards set forth in 2 CFR 200.317 through 2 CFR 200.327.

D. Registered to do Business in Missouri and in Good Standing. The Contractor hereby certifies that it is registered to do business in the State of Missouri and is in good standing. The Contractor understands that it must ensure that its vendors, contractors, and/or subcontractors are registered and in good standing with the State of Missouri (unless not required by law) by checking the Missouri Secretary of State's business entity search or by requiring the production of a certificate of good standing.

E. Reporting Obligations. The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the United States Treasury, the State of Missouri, or the City. The Contractor further agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements.

F. Non-Discrimination. The Parties shall not discriminate against anyone in connection with the Work for any reason directly or indirectly related to age, political affiliation, race, creed, color, religion, sex, national origin, ancestry, marital status, or disability.

G. Termination for Convenience. The City may terminate this Agreement, in whole or in part, for any reason, upon five (5) days written notice to the Contractor. In such event, the City shall pay the Contractor its costs, including reasonable contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in a manner the City directs.

H. Termination for Cause. In the event of a material breach of its contractual obligations by the Contractor, the City may cancel this Agreement. At its sole discretion, the City may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than ten (10) working days from notification, or at a minimum the Contractor must provide the City, within ten (10) working days from notification, a written plan detailing how the Contractor intends to cure the breach. If the Contractor fails to cure the breach or if circumstances demand immediate action, the City will issue a notice of cancellation terminating this Agreement immediately. If it is determined that the City improperly cancelled this Agreement, such cancellation shall be deemed a termination for convenience in accordance with this Agreement. If the City cancels this Agreement for breach, the City reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to this Agreement from other sources and upon such terms and in such manner as the City deems appropriate and charge the Contractor for any additional costs incurred thereby.

I. Title VI of the Civil Rights Act of 1964, as Amended (Nondiscrimination in Federally Assisted Programs). Any grantee, contractor, subcontractor, successor, transferee, and/or assignee who receives any funds or other benefit from this Agreement, or who has any rights, obligations, duties, or other interest under this Agreement, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations 31 CFR part 22, and herein incorporated by reference and made a part of this Agreement.

J. Equal Employment Opportunity (Construction Contracts). The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination;

rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

K. Rehabilitation Act. The Contractor will comply with all relevant requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and implementing regulations, which provide that no otherwise qualified person shall, solely by reason of his or her disability, be subjected to discrimination in any program or activity receiving federal financial assistance.

L. Age Discrimination Act. The Contractor will comply with all relevant requirements of the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107), and implementing regulations, which provide that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

M. Americans with Disabilities Act. The Contractor will comply with all relevant requirements of Title II of the Americans with Disabilities Act (42 U.S.C. § 1201, et seq.) and implementing regulations, which prohibits discrimination on the basis of disability in services, programs, and activities provided or made available by state or local governments or instrumentalities or agencies thereto.

N. Buy American. The Parties are encouraged to use, to the greatest extent practicable, iron, aluminum, steel, cement, and other products which are produced or manufactured in the United States in every contract, subcontract, purchase order, or other transaction that occurs under this Agreement.

O. Anti-Discrimination Against Israel Act. The Parties certify that they are not currently, and will not for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel, companies licensed by or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel.

P. Safe Driving. Pursuant to the Treasury-State Grant Agreement and federal Executive Orders 13043 and 13513, the City encourages its grantees, contractors, and any subcontractors to adopt on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles, and to adopt and enforce workplace policies that ban text messaging while driving.

Q. Severability. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

R. Binding Agreement. This Agreement is binding upon the Parties, their successors, assigns, heirs, executors, and administrators.

S. Document Conflict. Should there be a conflict between language of any attached exhibit and this Agreement, this Agreement shall be controlling.

T. Notice. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the addresses below or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the following:

If to the Contractor: All Systems Go
3805 Oakland, Suite 201-A
St. Joseph, MO 64506

If to the City: City Attorney
Legal Department
1100 Frederick Avenue, Room 307
St. Joseph, Missouri 64501

U. Entire Agreement. The Parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital.

V. Exhibits. All exhibits referred to in this Contract, the City of St. Joseph General Conditions, or in exhibits to either shall be deemed incorporated herein.

[The remainder of this page intentionally left blank.]

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

ALL SYSTEMS GO
("Contractor")



ATTEST

CITY OF ST. JOSEPH, MISSOURI
("City")

Mike Schumacher

ATTEST

Kaycee Garton, City Clerk

APPROVED AS TO FORM

City Attorney

**CITY OF ST. JOSEPH, MISSOURI
CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, nondiscrimination, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.250 RSMo. shall apply and are incorporated herein. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Contract. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated in Exhibit B. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated in attached Exhibit B. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall

be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract.

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form attached hereto. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 RSMo.

Pursuant to Section 208.009 RSMo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a

Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 RSMo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 RSMo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Contractor.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law and Venue. The Contract shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws. Each party irrevocably agrees that any legal action, suit, or proceeding arising out of or in connection with the Contract or the transaction contemplated by the Contract or other agreement between the parties, or disputes relating thereto shall be brought exclusively in the Circuit Court of Buchanan County, Missouri, and each party hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid court in personam, with respect to any such action, suit, or proceeding.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Other Special Provisions. The special provisions set forth in Exhibits A and B are incorporated herein by reference and made a part hereof.

Notices. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the opposite party at the address stated in the Contract, if any, or (ii) deposited in the United States mail, postage prepaid and certified, addressed to opposite part at the address stated in the Contract, if any.

EXHIBIT A

Scope of Work (Contractor's Proposal)



All Systems Go
660-572-0477
3805 Oakland Suite 201-A
St. Joseph, MO 64506

Billed To
Josh Royle
City of St. Joseph

Date of Issue
06/26/2026

Due Date
07/13/2026

Invoice Number
0004051

Reference
Verkada- TIPS
Contract #230105

Amount Due (USD)
\$59,030.60

Description	Rate	Qty	Line Total
Verkada- Coleman Hawkins Park Verkada- Coleman Hawkins Park/Felix Square	\$0.00	1	\$0.00
Hardware	\$0.00	0	\$0.00
CH53-1TBE-HW Outdoor Four-Camera Multisensor Camera, 1TBE 30 Days Max	\$2,761.69	3	\$8,285.07
CP52-512E-HW Verkada CP52 Outdoor PTZ- 30 Days Max Storage	\$2,663.28	2	\$5,326.56
CD43-E Verkada Outdoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	\$1,099.95	6	\$6,599.70
CD43-256-HW CD43 Indoor Dome Camera, 256GB, 30 Days Max	\$749.00	2	\$1,498.00
ACC-MNT-CJBOX-1 Verkada Circle Junction Box Mount	\$95.00	8	\$760.00
Verkada Wireless Gateway GW31-E-HW	\$750.00	4	\$3,000.00
Wireless Gateway Mount ACC-MNT-90W-E-NA	\$220.00	4	\$880.00
Wireless Gateway License	\$335.00	4	\$1,340.00

LIC-GW-5Y-CAP

Power cable for Gateway ACC-PWR-CBL-NA	\$14.00	4	\$56.00
ACC-MNT-CORNER-1 Corner Mount	\$161.70	5	\$808.50
ACC-MNT-HPEND-1 Four-Camera Multisensor Pendant Cap Mount	\$112.94	3	\$338.82
ACC-MNT-XLARM-1 Large Arm Mount	\$129.00	3	\$387.00
ACC-MNT-ARM-1 Arm Mount	\$80.44	2	\$160.88
License	\$0.00	1	\$0.00
LIC-CAM--5Y-CAP Verkada 5 year License	\$700.00	10	\$7,000.00
LIC-CAM-MLT4-5Y-CAP 5-Year Four-Camera Multisensor License, Capacity Increase	\$2,436.69	3	\$7,310.07
Labor / misc/ Shipping	\$0.00	1	\$0.00
Labor Installation Labor	\$146.00	80	\$11,680.00
Cat6-R Category 6 Cable - Riser /ft	\$0.40	800	\$320.00
Shipping	\$280.00	1	\$280.00
Misc Misc connectors, wall plates, Poles, Conduit and other mounts/hardware	\$3,000.00	1	\$3,000.00

Subtotal 59,030.60
Tax 0.00

Total 59,030.60
Amount Paid 0.00

Amount Due (USD) \$59,030.60

X 

Mike Schumacher,
City Manager 7/2/26

Notes

if ten year licensing is an option: it would be 31,115 for licensing. total price would change to \$72835.53

Terms

Exhibit B

Insurance Requirements

1. Commercial General Liability. The Contractor shall secure and maintain from the date of the Contract and for a period of at least one (1) year from the final completion and acceptance of all work completed pursuant to the Contract, commercial general liability insurance. Such insurance shall have liability limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) any one occurrence and One Million Dollars (\$1,000,000.00) products/completed operations aggregate. If such insurance contains a general annual aggregate limit, it shall separately apply to the Work. Such insurance shall be on an occurrence basis.

A. Such insurance, to be on comprehensive form, shall protect the Contractor and the City, their agents, servants, employees, and officers against any and all claims in connection with or resulting from the Contractor's operations and activities described under this Contract, for personal injuries, occupational sickness, disease, death, or damage to property of others including loss of use resulting therefrom, arising out of any activity of the Contractor, its agents, subcontractors, or suppliers or any one directly or indirectly employed by the Contractor for whose acts any of them may be legally liable.

B. In addition, such general liability insurance policy shall be endorsed to provide blanket contractual liability insurance with the City as an additional insured. In particular, the contractual liability insurance shall cover the Contractor's indemnity liability obligations, as well as all other contractual liability.

C. Such general liability insurance shall include products and completed operations coverages, which coverages shall be for limits as specified above which shall remain in effect for a period of at least one (1) year after final completion of the Work.

D. Such general liability insurance policy shall include personal injury, sickness, disease, or death of any person other than the Contractor's employees for the limits listed above.

E. Such general liability insurance shall include coverage for damages which are sustained by (1) any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person for offenses related to the operations of the Contractor.

F. Such general liability insurance policy shall include broad form property damage coverage. The property damage liability coverage under such general liability insurance policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, explosion, collapse of buildings, or damage to underground property.

2. Professional Liability. The contractor shall secure and maintain from the date of the Contract and for a period of at least one (1) year from the final completion and acceptance of the Work, Professional Liability "errors and omissions" insurance covering the Contractor's

performance of their professional duties as a conservator. Such insurance shall have minimum limits of Fifty Thousand Dollars (\$50,000.00).

3. Automobile Liability. The Contractor shall secure and maintain from the date of the Contract and for a period of at least one (1) year from the final completion and acceptance of the Work, insurance, to be on comprehensive form, which shall protect the Contractor against any and all claims for all injuries and all damage to property arising from the use of automobiles, trucks, and motorized vehicles, in connection with the performance of work under the Contract, and shall cover the operation on or off the site of such work of all motor vehicles licensed for highway use whether they are owned, non-owned, or hired. Such insurance shall provide coverage on the basis of the date of any accident. These liability limits shall not be less than the following:

\$1,000,000 combined single limit bodily injury and property damage per accident.

4. Workers' Compensation and Employers' Liability Insurance. The Contractor shall secure and maintain from the date of the Contract and for a period of at least one (1) year from the final completion and acceptance of the Work described in the Contract, insurance covering:

A. Claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit laws which are applicable to the work completed pursuant to the Contract, including coverage as necessary for any applicable benefits provided under the United States Longshoreman's and Harbor-Worker's Act and the Jones Act.

B. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees under any applicable employer's liability law.

C. Claims for injury, disease or death, which for any reasons may not fall within the provisions of a workers' compensation law.

D. Claims for damages because of bodily injury, sicknesses, or disease or death of persons other than the Contractor's employees. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than: Workers' Compensation Statutory Employer's Liability \$1,000,000 each occurrence.

5. Additional Insured; Certificates of Insurance and Miscellaneous. All insurance coverage procured by the Contractor, with the possible exception of workers compensation insurance coverage, shall be provided by insurance companies having policyholder ratings not lower than "A-" and financial ratings not lower than "VIII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract, or policy holder ratings otherwise deemed acceptable by the City, and subsequently in effect at the time of renewal of any policies required by the Contract Documents. The City shall be endorsed as an additional insured on all commercial general liability, automobile, and property policies of insurance provided by the Contractor hereunder. Insurance coverages required hereunder shall not be subject to a deductible amount on a per-claim basis of more than \$10,000.00 and shall not be subject to a per-occurrence deductible of more than

\$25,000.00. Such insurance coverages shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the additional insured shall be primary insurance, and all other insurance covered by the additional insureds shall be excess insurance.

A. All insurance required hereunder shall provide that the insurer's cost of providing the insureds a defense and appeal, including attorneys' fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. With respect to the insurance required herein, the Contractor shall require its insurance carriers to waive all rights of subrogation against the City and its officers, employees, and agents with the exception of Workers' Compensation and Employers' Liability Insurance.

C. The Contractor shall provide certificate(s) of insurance to the City before the Contractor imitates work on City owned or controlled property or easements. Certificates shall be executed by a duly authorized agent of each of the applicable insurance carriers and state that at least thirty (30) days' written notice shall be given to the City before any policy covered thereby is changed or canceled. Such certificates shall be in a form acceptable to the City. With respect to all coverages set forth herein that are to remain in force after final payment, the Contractor shall provide the City an additional certificate evidencing continuation of such coverage which shall be submitted along with the Contractor's application for final payment.

D. The maintenance in full current force and effect of such forms and amounts of insurance and bonds shall be a condition precedent to the Contractor's exercise or enforcement of any rights under the Contract Documents.

6. No Waiver. Nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

Resolution No.

BILL# 183-26

A RESOLUTION OF OFFICIAL INTENT OF THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, FOR THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS TO FINANCE A PROJECT FOR THE BENEFIT OF BRYAN PROPERTIES AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.

- Whereas,** the City of St. Joseph, Missouri (the "City"), is authorized and empowered under the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and
- Whereas,** Bryan Properties (the "Company"), has requested that the City (a) prepare and approve a plan for an industrial development project consisting of the construction of a new approximately 180-unit upscale market rate apartment complex (the "Project Improvements") to be located near North Point Drive to the east of the Shoppes of North Village in the City (the "Project Site," together with the Project Improvements to be located thereon, the "Project"), (b) issue its taxable industrial development revenue bonds (the "Bonds") to provide funds to pay the costs of the Project, and (c) lease the Project to the Company, all in accordance with and pursuant to the Act; and
- Whereas,** the Bonds would be payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company; and
- Whereas,** the City has determined that it is necessary and desirable to declare the official intent of the City to finance the costs of the Project from the proceeds of the Bonds for such purposes, subject to certain terms and conditions set forth in this Resolution; and
- Whereas,** Section 100.050 of the Act requires the City to prepare a plan in connection with any industrial development project proposed to be undertaken pursuant to the Act (the "Plan"); and
- Whereas,** Section 100.059 of the Act requires the City Council, not less than twenty days prior to the City Council's approval of the Plan, to provide notice of the proposed project to the affected taxing jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- Section 1.** Finding of Public Benefit. The City Council hereby finds and determines that the Project will promote the economic welfare and development of the City and of the taxing jurisdictions where the Project is located, and that the issuance of the Bonds to pay the cost of the Project will be in furtherance of the public purposes set forth in the Act.
- Section 2.** Authorization of Plan and Declaration of Intent. The City Council authorizes the preparation of the Plan and declares the intent of the City to issue the Bonds in a

principal amount not anticipated to exceed \$45,000,000 to provide funds to finance the costs of the Project, subject to the conditions to the issuance of the Bonds set forth in Section 4 of this Resolution.

Section 3. Limited Obligations. The Bonds shall be limited and special revenue obligations payable solely out of payments, revenues and receipts derived from the lease of the Project by the City to the Company. The Bonds and the interest thereon shall not be a debt of the City or the State of Missouri, and neither the City nor the State of Missouri shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

Section 4. Conditions to Issuance of Bonds. This Resolution constitutes a statement of intent of the City Council. The issuance of the Bonds and the execution and delivery of any documents related to financing the Project are subject, in the sole discretion of the City, to the following conditions:

(a) subsequent approval by the City Council of a Plan for the Project in accordance with Section 100.050 of the Act, including a cost-benefit analysis of the impact of the Project and the terms of real and personal property tax abatement with respect to the Project;

(b) subsequent approval of an ordinance by the City Council authorizing the issuance of the Bonds and the execution and delivery of the legal documents and related instruments required in connection therewith;

(c) obtaining any other necessary governmental approvals for the Project;

(d) agreement by the City, the Company and the purchaser of the Bonds upon (1) mutually acceptable terms for the Bonds and for the sale and delivery thereof and (2) mutually acceptable terms and conditions of any documents related to the issuance of the Bonds and the Project, including a Performance Agreement between the City and the Company setting forth the terms of the real and personal property tax abatement with respect to the Project to be described in the Plan and certain other matters relating to the Project; and

(e) receipt by the City of satisfactory indemnification from the Company for all other matters relating to the Project, and the Company's agreement to pay all expenses of the City, including but not limited to legal fees, in connection with its approval of the Project and issuance of the Bonds.

Section 5. Reimbursement for Project Costs. The Company is hereby authorized to proceed with the Project, including the entering of contracts and purchase orders in connection therewith, and to advance such funds as may be necessary to accomplish such purposes. If the Bonds are issued, the Company may be reimbursed out of the proceeds thereof for expenditures paid or incurred in connection with the Project.

Section 6. Notice to Taxing Jurisdictions. The City Clerk or designee shall send a notice to all taxing jurisdictions in which taxable real and personal property included in the Project is located, which notice shall (a) include a copy of the Plan, (b) state the date that the City Council will consider approval of the Plan, and (c) invite such entities to submit comments to the City Council regarding the Plan all in accordance with Section 100.059 of the Act.

Section 7. Preparation of Documents. Gilmore & Bell, P.C., as Bond Counsel to the City,

together with the appropriate officers and employees of the City, are hereby authorized to work with the Company, their respective counsel and others, to prepare for submission to and final action by the City Council of all documents necessary to effect the authorization, issuance and sale of the Bonds and other actions contemplated hereunder in connection with the financing of the Project.

Section 8. Further Authority. The City hereby authorizes and empowers the officers and representatives of the City to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the structure and sale of the Bonds. All of the acts and undertakings of such officers and representatives which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 9. Effective Date. This Resolution shall be in full force and effect from and after the date of its adoption.

Approved as to form:

	_____	City Attorney	Passed/Adopted: _____
Attest: _____		City Clerk	_____ Mayor

Date: July 20, 2026

Amount:

Account Number:

Explanation to Council Bill

Originating Department: City Clerk's Office

Purpose: A RESOLUTION OF OFFICIAL INTENT OF THE CITY COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, FOR THE ISSUANCE OF THE CITY'S TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS TO FINANCE A PROJECT FOR THE BENEFIT OF BRYAN PROPERTIES AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO.

Remarks: This Resolution makes a finding of public benefit and provides direction to City staff, St. Joseph Economic Development Partnership staff, and Gilmore & Bell, P.C., as bond counsel to the City ("Bond Counsel"), to pursue the issuance of Taxable Industrial Development Revenue Bonds under Article VI, Section 27(b) of the Missouri Constitution and Chapter 100 of the Revised Statutes of Missouri, as amended (the "Chapter 100 Bonds") to support an eligible commercial rental housing-related new construction project (the "Project") for Bryan Properties (the "Company"), specifically relating to the Company's development of a 180-unit upscale market rate apartment complex near North Point Drive to the east of the Shoppes of North Village. The importance of the project is to address the shortfall of new, modern appointed, and upscale rental units in St. Joseph. The goal of the project is to have product that competes with Platte County and North Kansas City where many of the younger professionals from employers such as Mosaic, Altec Industries and others are choosing to live and commute to St. Joseph for work because of a lack of similar quality of new rental housing in St. Joseph.

Project Related Number of Units, Estimated Capital Investment, Required Scope of Work, Features and Renderings --

- Total Unit Count: 180 (1 Bed=72 units, 2 Bed=90 units, 3 Bed=18 units)
- Total Estimated Project Budget = \$38 million
- As outlined in the attached Multifamily Development Opportunities: St. Joseph, MO for the project Scope of Work, including, but not limited to, information on development budget, concept imagery on Exterior Façade and interior of unit features, common areas, exterior features & amenities, site plan with pool, landscape, etc.

The proposed issuance of the City's Chapter 100 Bonds is being offered to the Company solely as a mechanism to provide sales tax exemption on construction-related materials, and to provide real property tax abatement on the property as a result of the construction of the upscale apartment complex in St. Joseph.

Summary of Incentive Package:

The incentive package would utilize Chapter 100, RSMO to provide sales tax exemption on construction-related materials related to the construction of the apartment complex and to reduce tax liability on the incremental increase in the assessed value of the project:

- Sales tax exemption on building and construction related materials tied directly to the construction of the units and development of the site.
- Tax Abatement Structure for a total of 10 years:
 1. 100 percent abatement on the real property improvements in years 1 to 5.
 2. 50 percent abatement on the real property improvements in years 6 to 8.
 3. 25 percent abatement on the real property improvements in years 9 and 10.

(Taxes will not be abated on the land value and will be paid at 100 percent of what would otherwise be due on the land value throughout the abatement period.)

- The City of St. Joseph will provide to the Company a fifty-percent discount on development and building related permit fees.

Performance Agreement Requirements to Maintain Abatement During Chapter 100 Tax Abatement Period:

In addition, to ensure the property remains in good standing during the term of the abatement the following requirements will be outlined in the Chapter 100 Performance Agreement:

- All City of St. Joseph (City) and Buchanan County collections due on the property during the term of tax abatement, including but not limited to: assessments, bills, taxes, permits, fees, licenses, will be paid on time. Failure to do so and the City has the option to cease tax abatement.
- Pertaining to any utilities not separately metered for each individual unit and/or the complex as a whole, all related bills and payments will be made before due dates. Failure to do so and the City has the option to cease tax abatement.
- Completion of project in accordance with attached Multifamily Development Opportunities: St. Joseph, MO will be a part of the Chapter 100 Performance Agreement. If project is not completed in a timely manner to the standards shown, the City has the option to cease tax abatement.
- The property, including interior and exterior of buildings, apartments, common areas, pool, landscape, parking areas, etc. are maintained in an acceptable condition, including professional exterior turf maintenance, broadleaf and weed control, and landscape maintenance. Failure to do so and the City has the option to cease tax abatement.

This Resolution reflects the City's intent to issue the Chapter 100 Bonds in an amount not to exceed \$45 million at a later date. The Bond issuance not to exceed amount allows for cost increases that may occur from the estimated budget. The Resolution directs the City, St. Joseph Economic Development Partnership staff, and the City's Bond Counsel, to pursue and prepare the appropriate legal documentation needed to formally authorize the City's issuance of the Chapter 100 Bonds in order to encourage the Company to proceed with the proposed Project. It is expected that the City Council will pass a separate Ordinance that will formally authorize the issuance of the Chapter 100 Bonds, and approve related documents, in order to effectuate the real property tax abatement and sales tax exemption being offered to the

Company for the Project.

The Chapter 100 Bonds are being issued solely as a mechanism to provide real property tax abatement for the Project under Missouri law. The Chapter 100 Bonds will be purchased by the Company and as such the City is not liable for payment of the Chapter 100 Bonds.

Multifamily Development

Opportunities: St. Joseph, MO



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I. Executive Summary

II. St. Joseph Market Overview

III. St. Joseph Multifamily Market

IV. Financial Overview

- Development Budget
- Project Summary
- Pro Forma Model 5-Year

V. Concept Imagery



I. Executive Summary

A. Overview

Bryan Properties, in collaboration with its capital partners, is undertaking the development of a 180-unit multifamily project in St. Joseph, Missouri. Strategically positioned for convenient interstate access, the property is proximate to schools, dining, grocery stores, and major employers. This \$37.62 million project leverages Bryan Properties' established track record.

Bryan Properties is in active discussions with local lenders to secure a 75% LTC loan, equating to \$28 million. To complete 90% of the necessary capital stack, Bryan Properties is seeking \$8.5 million in equity from investors, with the remaining 10%, contributed by Bryan Properties.

Furthermore, annual K-1s will be issued to investors, reflecting pass-through depreciation from the project. It is important to note that depreciation impact has not been incorporated into the projected return or IRR as individual depreciation amounts vary.

B. Transaction Summary

June 2026	\$37.62	180
Project Start Date	Total Project Budget	Units
75%	14%	7.40%
Loan to Cost	Projected 5 Year IRR	Yield on Cost

Sources & Uses of Funds					
Sources of Funds:			Uses of Funds:		
		%			Per Unit
Senior Loan:	\$28,216,978	75%	Land:	\$75,000	\$416
Total Equity:	\$9,405,660	25%	Hard Costs:	\$33,749,018	\$187,495
			Soft Costs:	\$2,329,219	\$12,940
			Financing Costs:	\$1,469,401	\$8,163
Total Sources of Funds:	\$37,622,638	100%	Total Uses of Funds:	\$37,622,638	\$209,014

"All in" cost per unit: \$209,014

C. Multifamily Concept

Unit Mix: Residential

Bed Type:	Number of Units	% of Total	Avg SF	Avg Rent	Rent PSF
1 Bed:	72	40%	700	\$1,245	\$1.78
2 Bed:	90	50%	1,050	\$1,445	\$1.38
3 Bed:	18	10%	1,225	\$1,595	\$1.30
Wtd. Avg:	180		905	\$1,343	\$1.53

D. Population Dynamic

St. Joseph MSA

With an MSA population of over 117,000, including Buchanan, Andrew, and DeKalb counties in Missouri and Doniphan county in Kansas. St. Joseph represents a stable market driven by a strong industrial core and a premier healthcare system, led by Mosaic Life Care. While population models forecast a growth inflection point closer to 2030, there remains an immediate and significant demand for residential development. The existing deficit in diverse housing options - ranging from single-family homes to multi-family units - presents a primary challenge to the area's near-term scaling potential.

American Electric Lofts

Average Asking Rent (SF): \$1.44

Average Unit Rates:



1-bedrooms at \$1,100 – 1,315
2-bedrooms at \$1,260 – 1,865

MSA Median Household Income:
\$57,956

Labor Market

The St. Joseph MSA maintains one of the lower unemployment rates in the country at 3.4%, as of November 2025.

This region has an above average ratio of blue collar and service sector workers, which typically rent.

This area is a great location for young renters, with over 25% of the key renter demographic being between the ages of 20 and 39.

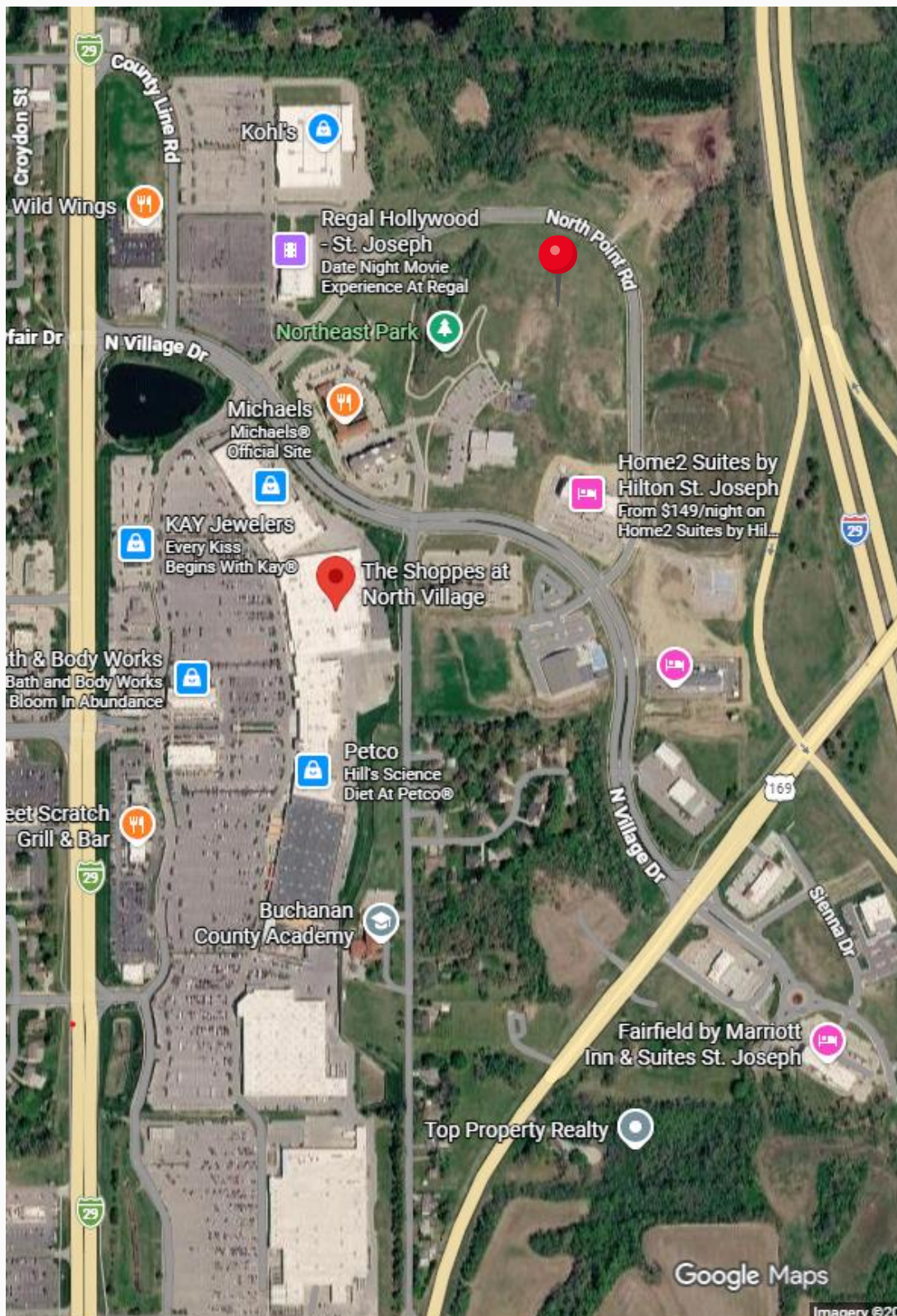
II. St. Joseph Market Overview

The multifamily site is located on North Point Drive, just off N. Village Drive, offering excellent visibility and direct access to I-29 for convenient commuting to work or school. It sits behind the YMCA and the Home2 Suites by Hilton hotel, with many popular retail destinations within walking distance, including Target, Walmart, Sam's Club, Home Depot, and Ulta. The property is also well-positioned relative to key local destinations: downtown St. Joseph is approximately 4–5 miles to the east, providing easy access to city amenities and historic attractions; Missouri Western State University is roughly 5 miles away, making it a short drive for students and faculty; and the city's largest employer, Mosaic Life Care at St. Joseph Medical Center, is a convenient drive to the southeast, serving as a major regional healthcare resource.

From a lifestyle perspective, St. Joseph is built around outdoor access and a surprisingly robust set of community amenities for its scale. It's a vibrant city with a rich history, offering a perfect blend of urban and small-town charm. With a low cost of living, affordable housing, and plenty of job opportunities, St. Joseph is a great place to live and raise a family. The city boasts a bustling downtown area filled with shops, restaurants, and craft breweries, as well as plenty of recreational options like parks, trails, and entertainment complexes. Additionally, the city's park and trail network is anchored by The Parkway, a 26-mile system connecting parks, ballfields, and sports facilities.

St. Joseph's apartment fundamentals are being shaped by an unusually tight supply backdrop that is allowing owners to push rents even as occupancy has softened. Effective rents increased 4.1% YoY, while stabilized occupancy slipped 140 bps, signaling that leasing has cooled from prior levels. Demand has been slightly negative with net absorption of -37 units, which is consistent with a small market where move-outs and household formation can swing results quarter to quarter. Even so, the market has effectively had no new deliveries and no active construction, with no new construction since 2021, meaning residents have had limited new options and operators have faced very little new competitive discounting, helping explain why rent growth is still running well above typical Midwest norms.

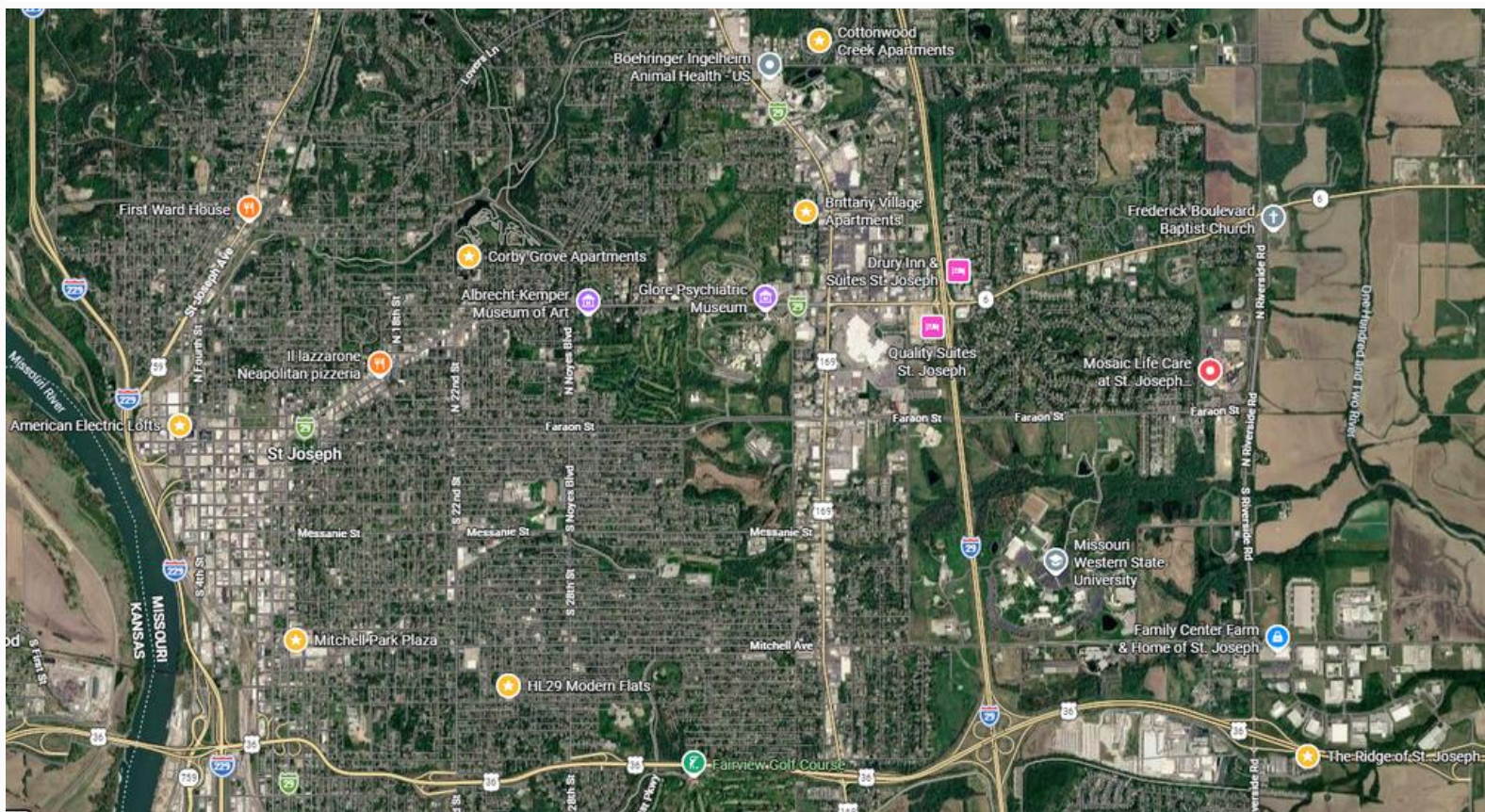
Looking ahead, the forecast continues to hinge on the same imbalance: demand is soft, but supply is even tighter. With the pipeline still dormant, the market does not need a surge in demand to keep rent growth positive - it needs only steady renter flow because there is little new inventory to absorb. The addition of roughly 900 new jobs over the past year provides incremental support to the renter base, and in a market with no development pressure, even modest household growth can translate quickly into firmer leasing conditions. The near-term watch item is whether absorption turns modestly positive as the market digests recent occupancy slippage, but the broader setup remains supply-favorable, supporting continued rent resilience and a path toward occupancy stabilization.



III. St. Joseph Multifamily Market

A. Market Comparables

Map #	Building Name	Mi Away	Year Built	Units	Avg SF	Rent/ Unit	\$/SF
1	The Ridge of St. Joseph	8.3	2006	160	892	\$1,018	\$1.14
2	Brittany Village Apts.	3.2	1960	280	838	\$960	\$1.15
3	Cottonwood Creek	2.7	1978	385	908	\$925	\$1.01
4	Mitchell Park Plaza Lofts	6.1	1920/2018	301	946	\$874	\$0.92
5	Corby Grove Apts.	3.9	1970	88	618	\$826	\$1.34
6	HL29 Modern Flats	5.8	1929/2017	39	720	\$876	\$1.22
7	American Electric Lofts	5.4	1892/2020	140	903	\$1,296	\$1.44
	Bryan Properties Apts. (project)			180	905	\$1,343	\$1.53



(yellow stars are comps)

IV. Financial Overview

1. Project Development Budget

Development Budget			
	Inputs	Budget	Per Unit
-			
<u>Acquisition Cost & Closing Costs</u>			
Land Price		\$75,000	\$416
Total Acquisition Costs:		\$75,000	\$416
<u>Hard Costs:</u>			
Construction Hard Costs:		\$32,738,367	\$181,880
Hard Cost Contingency:	3	1,010,651	\$5,615
Total Construction Hard Costs:		\$33,749,018	\$187,495
<u>Soft Costs:</u>			
Architect		\$525,000	\$2,917
Civil Engineering		\$35,000	\$194
Professional Fees		\$5,000	\$28
Survey		\$7,500	\$42
Soils/Geotech		\$10,500	\$57
Environmental		\$5,000	\$28
Appraisal		\$5,000	\$28
Title Policy		\$35,000	\$194
Disbursement Fees		\$5,000	\$28
Legal		\$35,000	\$194
Applicances		Inc. in Hard Costs	\$0
Laundry		Inc. in Hard Costs	\$0
Digital Deadbolts		Inc. in Hard Costs	\$0
Flooring		Inc. in Hard Costs	\$0
Blinds		Inc. in Hard Costs	\$0
FF & E		\$45,000	\$250
Builders Risk		\$175,000	\$972
Permit Fees		\$125,000	\$694
Soft Cost Contingency	10.0%	\$216,494	\$1,203
Developer Fee (AC, HC, & SC)	3.0%	\$1,049,725	\$5,832
Working Capital:		\$50,000	\$278
Total Soft Costs:		\$2,329,219	\$12,940
<u>Financing Costs:</u>			
Construction Lender Interest:		\$1,419,401	\$7,886
Lender Fees / Loan Origination Fee		\$50,000	\$278
Total Financing Costs:		\$1,469,401	\$8,163
Total Development Costs:		\$37,622,638	\$209,015
Total Development Costs (Ex-Land)		\$37,547,638	\$208,598

2. Project Summary

Project Overview			Estimated Development Costs	
Project	St. Joseph Multifamily		Total Project Cost	\$37,622,638
Project Type	Multifamily		Amount Financed	\$28,216,978
Address	TBD		Equity Required	\$9,405,660
Location	St. Joseph, Missouri			
Total Number of Units	180		Interest Rate	5.75%
Project Start Date	2026		Cost Per Unit	\$209,014
Project Open Date	2028		Construction Period (Months)	18

	Year 1	Year 2	Year 3	Year 4	Year 5
Project Cash Flow					
Net Operating Income	\$2,328,363	\$2,426,693	\$2,545,632	\$2,662,708	\$2,783,658
Debt Service	\$1,622,476	\$1,692,865	\$1,763,255	\$1,763,255	\$1,763,255
Net Income	\$705,887	\$733,828	\$782,377	\$899,453	\$1,020,403

Project Valuation					
Original Project Cost	\$37,622,638				
Project Value Based on Cap Ra	5.25%	→	\$46,222,718	\$48,488,221	\$50,718,249
Projected Project Appreciation					\$15,399,416

Investor Sources					
Investor Equity Contribution	90%	(\$8,465,094)			
Accrued Equity Contribution	6.75%	(\$857,091)			
Investor Profit Share Allocation			90%	90%	85%
Investor Profit Share Distribution			\$635,298	\$660,445	\$665,020
Estimated Reversion					→ \$13,172,038
Annual Cash Flows		(\$9,322,184)	\$635,298	\$660,445	\$665,020
				\$764,535	\$14,039,381

*Estimated Reversion includes Investor's share of project appreciation, return of accrued equity, and return of original capital investment.

Individual Investment					
Investor Equity Contribution	12%	(\$1,000,000)			
Accrued Equity Contribution	6.75%	(\$101,250)			
Investor Profit Share Allocation			90%	90%	85%
Investor Profit Share Distribution			\$75,049	\$78,020	\$78,560
Estimated Reversion					→ \$1,556,042
Annual Cash Flows		(\$1,101,250)	\$75,049	\$78,020	\$78,560
				\$90,316	\$1,658,503

Annual Return		6.81%	7.08%	7.13%	8.20%
IRR		14%			

Project Returns					
Total Equity Contributed	100%	(\$9,405,660)			
Total Accrued Equity	6.75%	(\$857,091)			
Net Income			\$705,887	\$733,828	\$782,377
				\$899,453	\$1,020,403
Total		(\$10,262,750)	\$705,887	\$733,828	\$782,377
Yield on Cost			6.19%	6.45%	6.77%
Annual Return			6.88%	7.15%	7.62%
				8.76%	9.94%

3.Pro Forma Model 5-Year

St. Joseph Apartments

Gross Potential Rent	# Units	Rent	SF	Rent PSF	Monthly	Annually	Assumptions
1 Bedroom	72	\$1,245	700	1.78	\$89,640	\$1,075,680	
2 Bedroom	90	\$1,445	1050	1.38	\$130,050	\$1,560,600	Annual Rent Gro
3 Bedroom	18	\$1,595	1225	1.30	\$28,710	\$344,520	Operating Expen
Totals	180				\$248,400	\$2,980,800	4.00% 22%

Projected Performance						
		Year 1	Year 2	Year 3	Year 4	Year 5
Total Gross Potential Rent		2,980,800	3,100,032	3,224,033	3,352,995	3,487,114
Other Rental Income						
Month-to-Month Fee (5% of Complex - 9 Units)		10,800	10,800	10,800	10,800	10,800
6 Month Premium (5% of Complex - 9 Units)		5,400	5,400	5,400	5,400	5,400
Termination Fee		4,800	6,000	7,200	8,400	9,600
Pet Fees		12,000	10,000	12,500	14,000	15,500
Pet Rent (50% of Complex @ \$45)		0	0	0	0	0
Garage (0 @ \$200)		0	0	0	0	0
RUBS @ \$30/Unit		72,240	75,130	78,135	81,260	84,510
Application Fees		8,000	5,000	5,500	6,000	6,500
NSF Fees		1,200	1,500	1,800	2,100	2,400
Late Fees		5,000	6,500	7,000	8,500	9,000
Total Other Rental Income	4%	119,440	120,330	128,335	136,460	143,710
Vacancy Loss	-4%	-119,232	-124,001	-128,961	-134,120	-139,485
Total Vacancy Loss		-119,232	-124,001	-128,961	-134,120	-139,485
Maintenance Income						
Cleaning Income		6,000	8,000	10,000	12,000	14,000
Damages		4,000	6,000	8,000	10,000	12,000
Total Maintenance Income	0%	10,000	14,000	18,000	22,000	26,000
Other Property Income						
Security Deposit		7,500	10,000	12,500	15,000	17,500
Transfer Fee		2,400	3,000	3,600	4,200	4,800
Total Other Property Income	0%	9,900	13,000	16,100	19,200	22,300
Total Revenue		3,000,908	3,123,361	3,257,507	3,396,535	3,539,640
Management Fees	5%	150,045	156,168	162,875	169,827	176,982
Advertising		12,500	10,500	5,000	5,000	5,000
Travel & Entertainment		500	500	500	500	500
Cleaning & Maintenance		25,000	33,000	35,000	40,000	45,000
Insurance Expense		175,000	175,000	175,000	175,000	175,000
Legal & Professional		7,500	7,500	7,500	7,500	7,500
Repairs & Maintenance		48,000	52,000	56,000	60,000	64,000
Supplies		8,000	8,000	8,000	8,000	8,000
Real Estate Taxes		0	0	0	0	0
Utilities Expense		96,000	98,000	100,000	100,000	100,000
Office Expense		5,000	6,000	7,000	8,000	9,000
Payroll Expense		145,000	150,000	155,000	160,000	165,000
Total Operating Expenses	22%	672,545	696,668	711,875	733,827	755,982
Net Operating Income		2,328,363	2,426,693	2,545,632	2,662,708	2,783,658
Debt Service		1,622,476	1,692,865	1,763,255	1,763,255	1,763,255
Net Income		705,887	733,828	782,377	899,453	1,020,403

V. Concept Imagery





ST. JOSEPH INTERIOR RENDERING – ONE BED UNIT



ST. JOSEPH INTERIOR RENDERING – TWO BED UNIT



ST. JOSEPH INTERIOR RENDERING – THREE BED UNIT



ST. JOSEPH— ONE BED UNIT FLOOR PLAN



ST. JOSEPH— TWO BED UNIT FLOOR PLAN



ST. JOSEPH– THREE BED UNIT FLOOR PLAN

ABOUT US

Bryan Properties, based in Springfield, Missouri, is a real estate company involved in both development and management across various sectors. Continuing upon the vision of its founder, Bryan Magers, this 45+ year company represents over 2,000 rental housing units and eight franchised hotels located in Missouri, Arkansas, and Oklahoma. Given recently delivered and stabilized assets, coupled with a healthy pipeline of new opportunities, Bryan Properties is presently soliciting equity partners.



BRYAN MAGERS

OWNER



BRAD GEBHARD

CHIEF EXECUTIVE OFFICER
Chief Financial Officer



NICOLE SANCHEZ

DIRECTOR OF HUMAN RESOURCES
and Business Processes



TRAVIS BRANSTETTER

DIRECTOR OF PROJECT MANAGEMENT



EMILY GIVENS

DIRECTOR OF DEVELOPMENT

BILL # 180-26**AN ORDINANCE GRANTING ADDITIONAL PARKING SPACES ONTO SOUTHWEST PARKWAY BETWEEN FLEEMAN STREET AND MASON ROAD AS REQUESTED BY THE ST. JOSEPH SCHOOL DISTRICT.**

- Whereas,** a request was submitted by the St. Joseph School District for permission to add additional parking spaces on Southwest Parkway, and
- Whereas,** the requestor has provided a project description and plans for review and approval and has agreed to comply with all requirements in the city code and Access Management Standard, and
- Whereas,** these types of parking spaces already exist at the location for which the request has been made, and
- Whereas,** the request and supporting documentation was reviewed and approved by city staff.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- Section 1.** That Chapter 21, Section 21-2, of the Code of Ordinances of the City of St. Joseph, allows for new openings onto the parkway with the approval of the Director of Parks and Recreation when presented with a written application stating the nature and location of the openings (Application attached).
- Section 2.** That Chapter 21, Section 21-2, of the Code of Ordinances of the City of St. Joseph, further allows the City Council to approve new driveways and openings on the parkway upon being presented with an application; that has the approval of the Director of Parks and Recreation.
- Section 3.** That the City Council of the City of St. Joseph Missouri does hereby grant additional parking spaces onto Southwest Parkway between Fleeman Street and Mason Road.
- Section 4.** That this ordinance shall be in full force and effect from and after date of passage.

Approved as to form:

_____ City Attorney	Passed/Adopted: _____
Attest: _____ City Clerk	_____ Mayor

Date: July 20, 2026

Amount:

Account Number:

Explanation to Council Bill

Originating Department: Parks & Recreation

Purpose: To approve a request to allow the St. Joseph School District to construct an additional fifty-five parking spaces along Southwest Parkway.

Remarks: A request for an additional fifty-five parking spaces for student parking along Southwest Parkway was submitted by the St. Joseph School District. The district's request was made to the Director of Parks & Recreation due to a requirement in city code, Section 21-2, Openings, Driveways Into, Across Park, Parkway, Boulevard, to request such a project with the Director. The request and permit application is for construction of the additional parking spaces will match the existing parking spaces at that location. The St. Joseph School District has submitted the application, project description and plans for review and approval and has agreed to comply with all requirements in city code and Access Management Standard. The request is being approved to add fifty-five additional parking spaces necessary to accommodate the added students to Benton High School as a part of the district's redistricting process.

ADDITIONAL PARKING
BENTON HIGH SCHOOL
FOR
ST. JOSEPH
SCHOOL DISTRICT
5655 SOUTH 4th STREET
ST. JOSEPH, MISSOURI

DRAWING INDEX

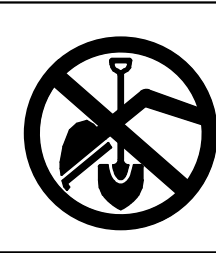
- C1.0 • PROPOSED SOUTH PARKING AREA SITE PLAN/
PROPOSED NORTH PARKING AREA SITE PLAN
C1.1 • ADA RAMP DETAILS/ CIVIL DETAILS

CODE REQUIREMENTS

LAND DISTURBANCE • 13,853 SF



VICINITY MAP
NOT TO SCALE



CALL BEFORE YOU DIG
TOLL FREE 1-800-DIG-RITE OR 811
MISSOURI ONE-CALL SYSTEM, INC.

ADDITIONAL PARKING
BENTON HIGH SCHOOL
FOR
ST. JOSEPH
SCHOOL DISTRICT
5655 SOUTH 4th STREET
ST. JOSEPH, MISSOURI

REVISIONS:	
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DRAWN BY: TSC
CHECKED BY: TSC
DATE: 03/25/2026

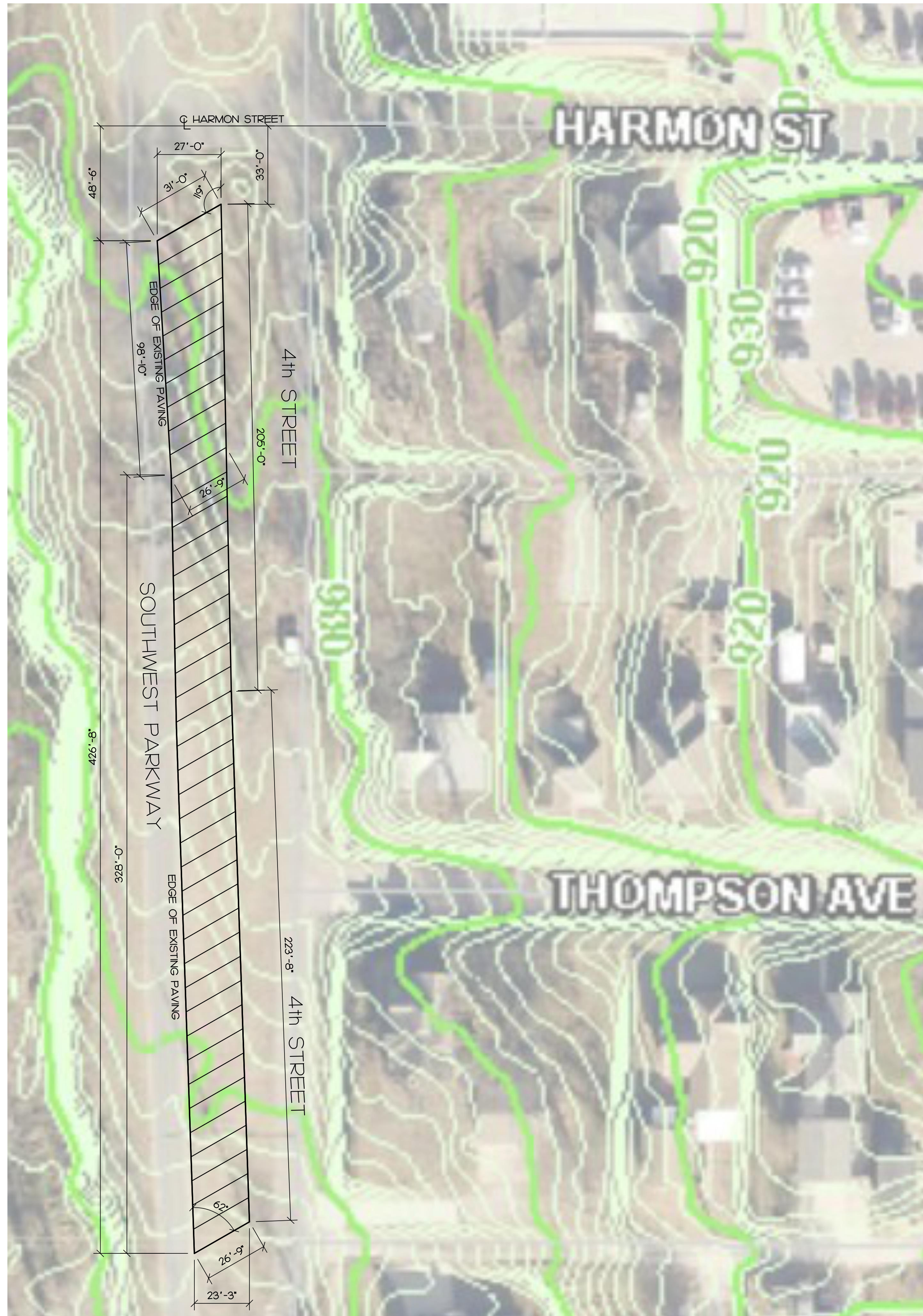
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CONSTRUCTION

SHEET TITLE:
Site Plan

PROJECT NUMBER:
26-069

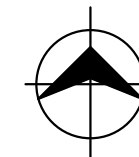
SHEET NUMBER:
CVR

CREAL CLARK & SEIFERT
ARCHITECTS / ENGINEERS, INC.
1701 South Belt Hwy • Saint Joseph, Missouri 64507
Phone: 816-364-2435 • Fax: 816-364-1273 • www.ccsae.com



PROPOSED SOUTH PARKING AREA SITE PLAN

NOTE: 42 PARKING SPACES ADDED

$$1'' = 30'-0''$$


PROPOSED NORTH PARKING AREA SITE PLAN

NOTE: 13 PARKING SPACES ADDED

$$I'' = 30' - 0$$


GRADING NOTES:

- 1.) CONTOUR DATA SHOWN IS FOR INFORMATIONAL PURPOSES ONLY AND IS IN NO WAY TO BE SUBSTITUTED FOR A TRUE TOPOGRAPHICAL SURVEY PERFORMED BY A LICENSED SURVEYOR. CREAL CLARK AND SEPERT AND ASSOCIATES AND ENGINEERS ASSUMES NO LEGAL RESPONSIBILITY FOR THE INFORMATION CONTAINED THEREIN.
- 2.) ALL UTILITIES SHOWN ARE APPROXIMATED FROM DATA MADE AVAILABLE AT THE TIME THESE DOCUMENTS WERE PREPARED. CONTRACTOR SHALL ARRANGE FOR A UTILITY LOCATE PRIOR TO BEGINNING ANY WORK BELOW GRADE. IN MISSOURI CALL 1-800-DIG-RITE, IN KANSAS CALL 1-800-DIG-SAFE
- 3.) THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON THE ABOVE GROUND STRUCTURES AND RECORD DRAWINGS. LOCATED TO SUBURBS, LOCATIONS OF UNDERGROUND UTILITIES / STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES / STRUCTURES MAY BE ENCOUNTERED. BEFORE AND EXCAVATION IS STARTED, CONTACT UTILITY COMPANIES FOR VERIFICATION OF UTILITY TYPE AND FIELD LOCATIONS.
- 4.) THIS DOCUMENT WAS PREPARED FOR ENGINEERING / ARCHITECTURAL DESIGN AND FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT IMPLY ANY EXACT PROPERTY BOUNDARY LOCATIONS.
- 5.) LOCATION OF UTILITIES ARE APPROXIMATE FROM INFORMATION PROVIDED BY THE UTILITY COMPANIES USING THE 1-800-DIG-RITE MISSOURI ONE CALL SYSTEM. CONTRACTOR SHALL ARRANGE FOR A UTILITY LOCATE PRIOR TO BEGINNING ANY WORK BELOW GRADE. IN MISSOURI CALL 1-800-DIG-RITE, IN KANSAS CALL 1-800-DIG-SAFE

UTILITY PLAN GENERAL NOTES:

- A. UTILITY WARNING: THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN CORRESPOND TO ALL UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEY FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED.
- B. NOTIFY UTILITY OWNERS PRIOR TO BEGINNING ANY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION AND DEPTH OF UTILITIES TO AVOID DAMAGE TO UTILITIES AND SERVICES DURING CONSTRUCTION. ANY DAMAGE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE COORPERATED AT THE CONTRACTOR'S EXPENSE. COORDINATE AND COOPERATE WITH UTILITY COMPANIES DURING CONSTRUCTION.
- C. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND SERVICES WHICH ARE DEEPLY TO CONSTRUCT. ALL LAYOUTS OR SITE IMPROVEMENTS SHALL BE REPAIRED BY THE CONTRACTOR TO THE OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
- D. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT CONSTRUCTION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION OF ALL UTILITIES. THE CONTRACTOR SHALL MEET SITE IMPROVEMENTS AND UTILITIES IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.

SYMBOL LEGEND

	EXISTING	SANITARY SEWER LINE
	NEW	SANITARY SEWER LINE
	EXISTING	GAS LINE
	NEW	GAS LINE
	EXISTING	UNDERGROUND ELECTRIC LINE
	NEW	UNDERGROUND ELECTRIC LINE
	EXISTING	POTABLE WATER LINE
	NEW	POTABLE WATER LINE
	EXISTING	STORM SEWER LINE
	NEW	STORM SEWER LINE
	EXISTING	FIRE LINE
	NEW	FIRE LINE
	EXISTING	FIBER OPTIC LINE
	NEW	FIBER OPTIC LINE
	EXISTING	CONTOUR LINE
	NEW	CONTOUR LINE
	SILT FENCING	
	FLOW LINES	
	PROPERTY LINE	
NEW	EXISTING	
		LIGHTPOLE
		POWERPOLE
		MANHOLE
		FIRE HYDRANT
		WATER MAIN
		GAS METER

ADDITIONAL PARKING
BENTON HIGH SCHOOL

ST. JOSEPH
SCHOOL DISTRICT
5655 SOUTH 4th STREET

5655 SOUTH 4th STREET
ST. JOSEPH, MISSOURI

REVISIONS:

1	
2	
3	
4	

DRAWN BY: TSC

CHECKED BY: TSC

DATE: 03/25/2026

PRELIMINARY
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CONSTRUCTION

SHEET TITLE:
Site Plan

PROJECT NUMBER:

26-069

SHEET NUMBER:

CLO

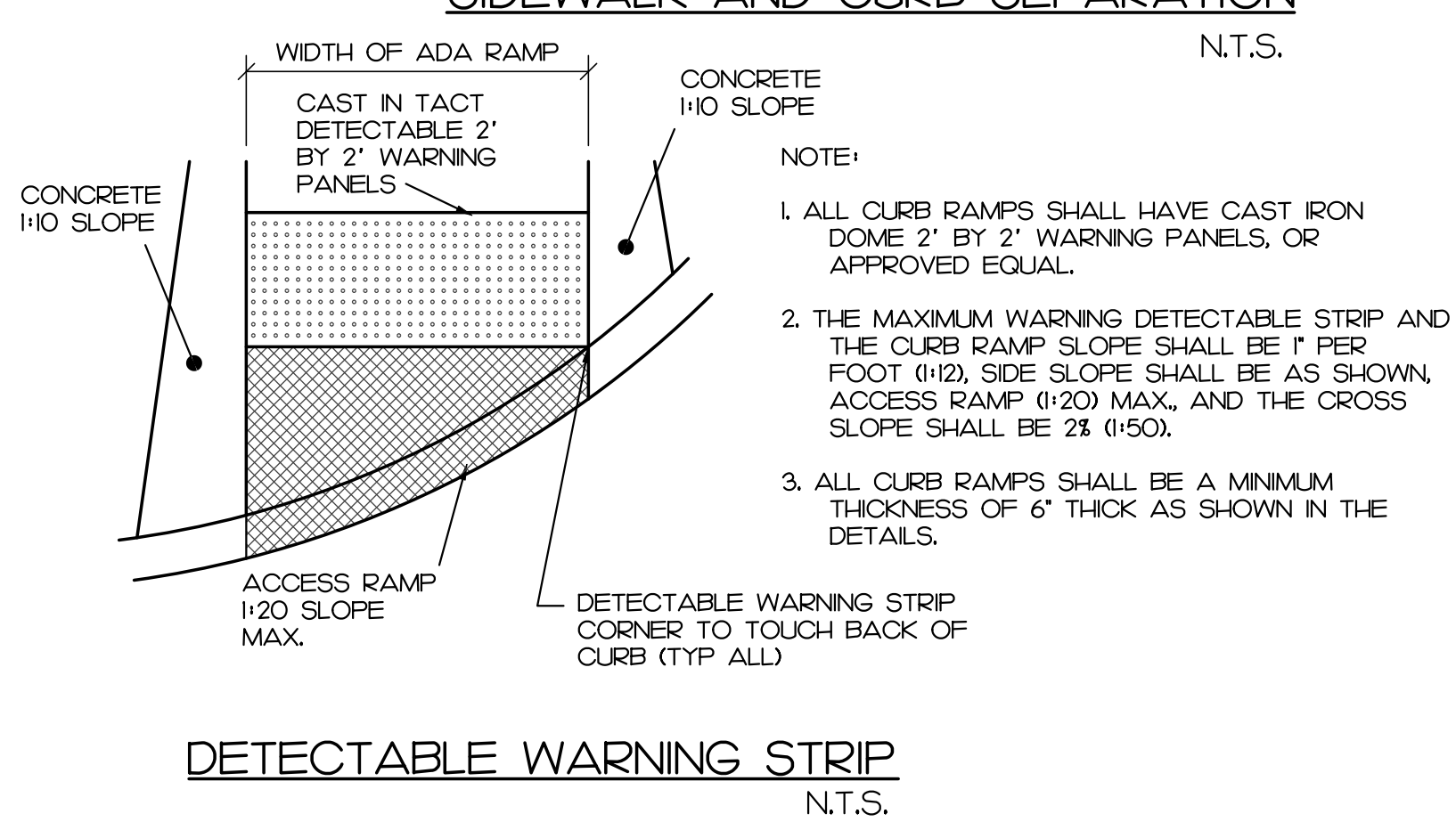
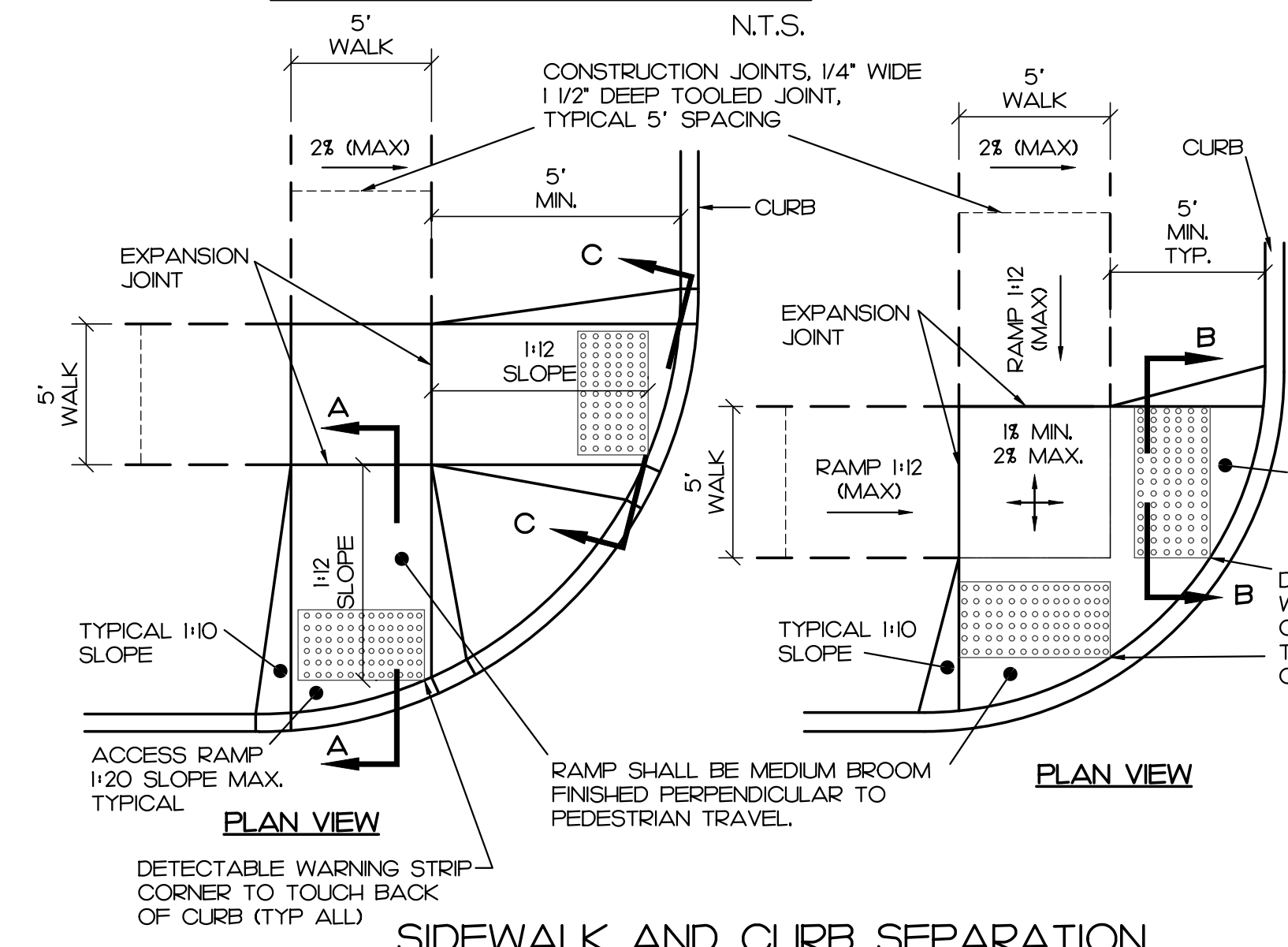
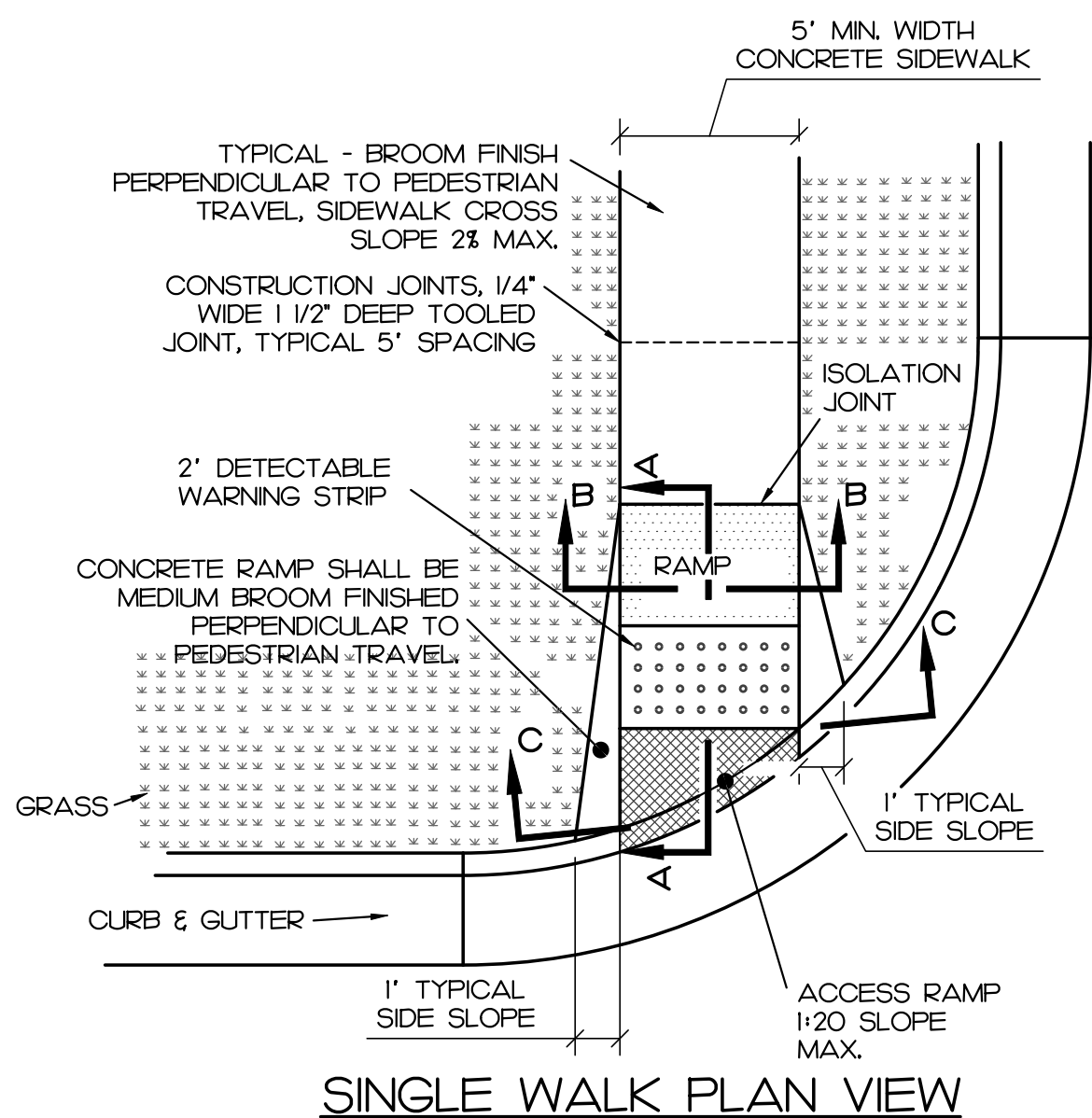
CREAL CLARK & SEIFERT

ARCHITECTS / ENGINEERS, INC.

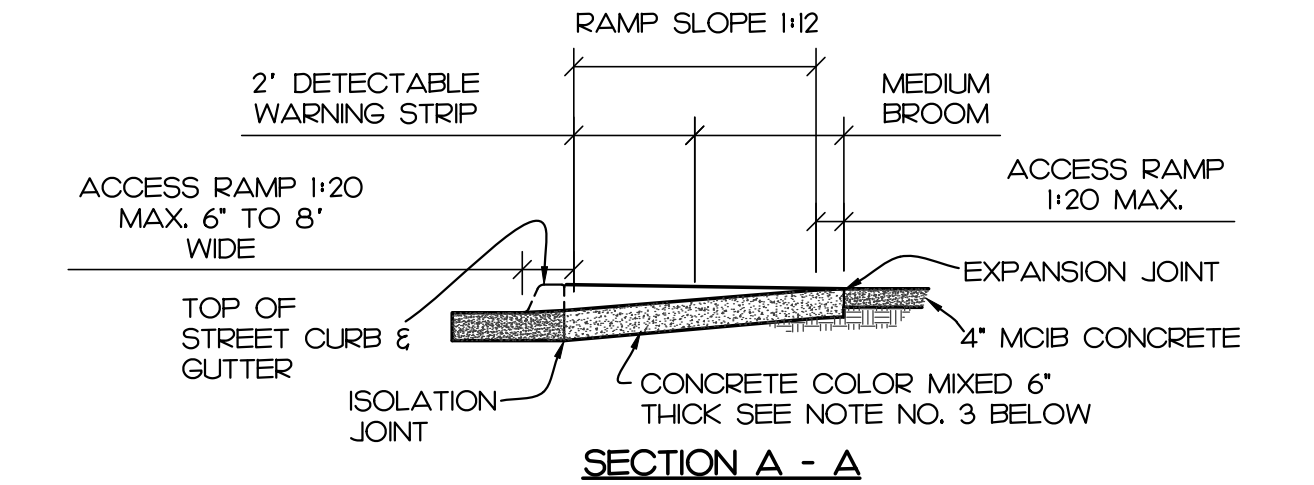
1701 South Belt Hwy • Saint Joseph, Missouri 64507
 916 964 9495 F 916 964 1879

1701 South Belt Hwy • Saint Joseph, Missouri 64507
Phone: 816-364-2435 • Fax: 816-364-1273 • www.ccsae.com

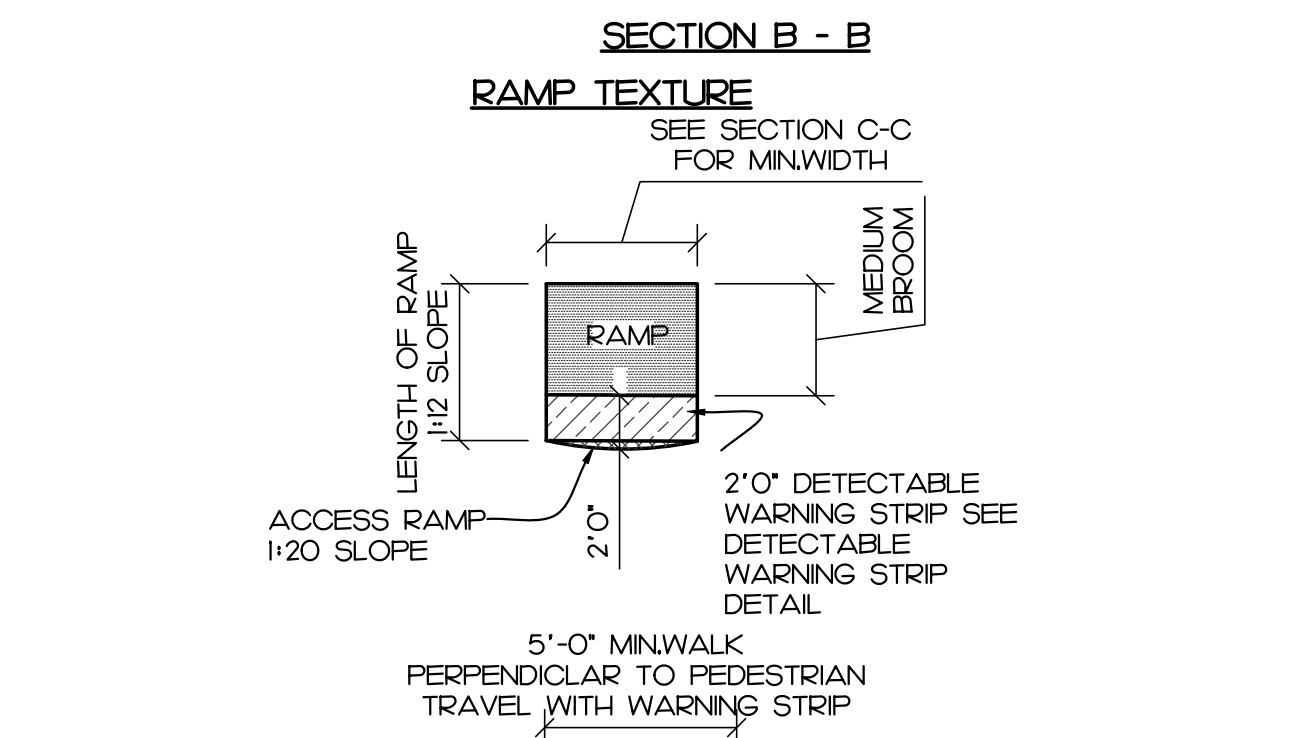
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Layout Name: C1.1



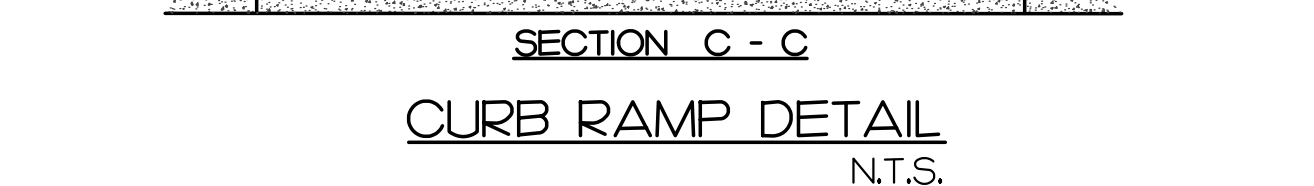
TYP. ADA RAMP DETAILS
N.T.S.



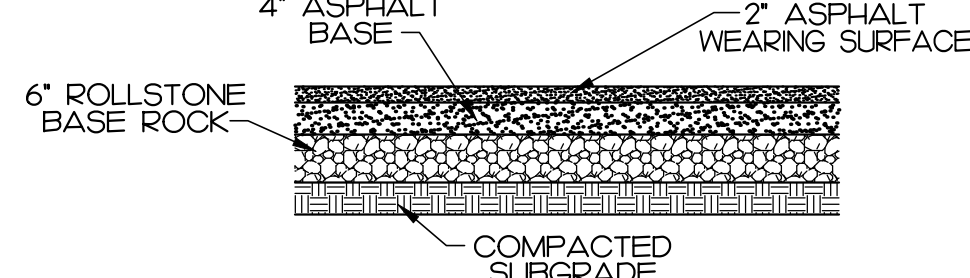
SECTION A - A
6\"/>



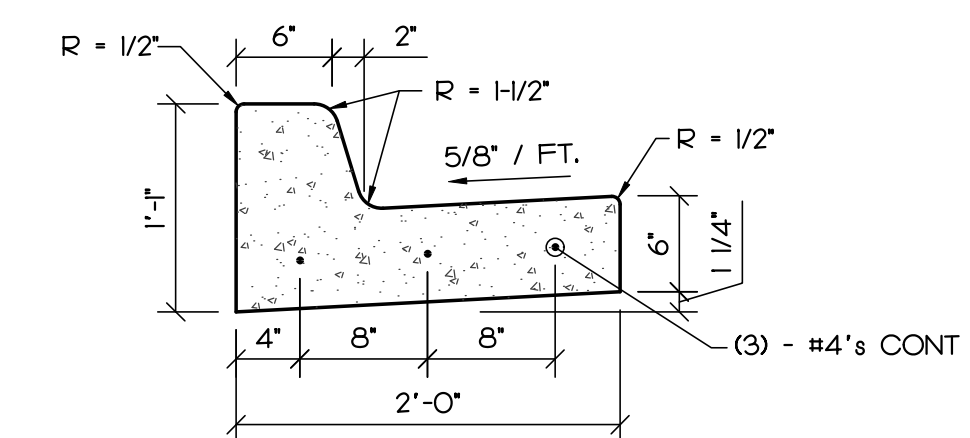
SECTION B - B
RAMP TEXTURE
SEE SECTION C-C FOR MIN.WIDTH
MEDIUM BROOM
RAMP
LENGTH OF RAMP 1 1/2 SLOPE
ACCESS RAMP 1:20 SLOPE
2'0\"/>



SECTION C - C
CURB RAMP DETAIL
N.T.S.



TYPICAL ASPHALT PAVING SECTION
1/2\"/>

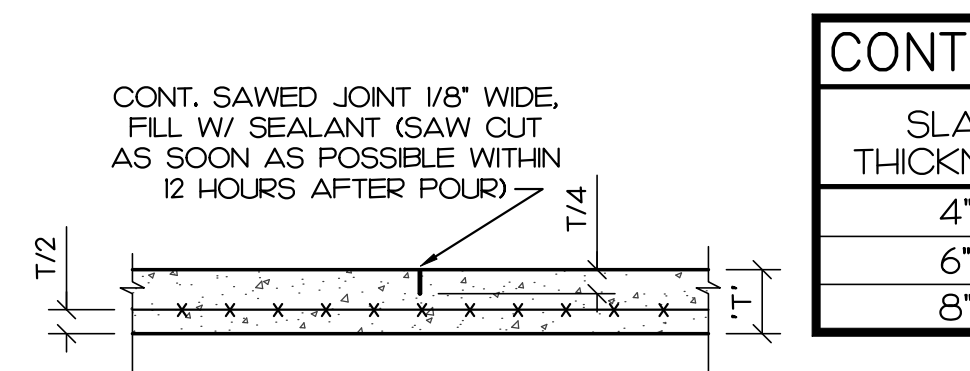


(TYPE CG-1)
1\"/>

STRAIGHT BACK CURB AND GUTTER
1\"/>

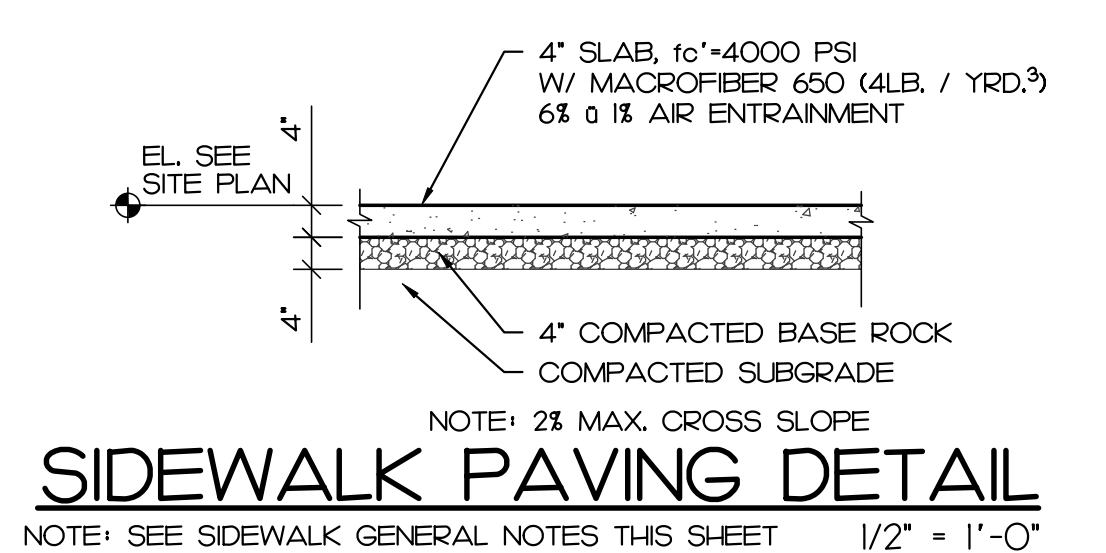
CURB NOTES:

- 3/4" ISOLATION JOINTS WITH 5/8" DIA. X 2' SMOOTH DOWELS SHALL BE PLACED AT RADIUS POINTS AND AT 60' INTERVALS. THESE DOWEL BARS SHALL BE GREASED AND WRAPPED ON ONE END WITH EXPANSION TUBES.
- 1" DEEP CONTRACTION JOINTS SHALL BE INSTALLED AT APPROXIMATELY 10' INTERVALS. THESE JOINTS SHALL PASS ACROSS THE ENTIRE CURB SECTION.
- FIX DOWEL BARS WITH BAR SUPPORTS.
- DEPTH OF CURB SHALL BE A MINIMUM OF 8" THROUGH THE HANDICAP ACCESS RAMP.

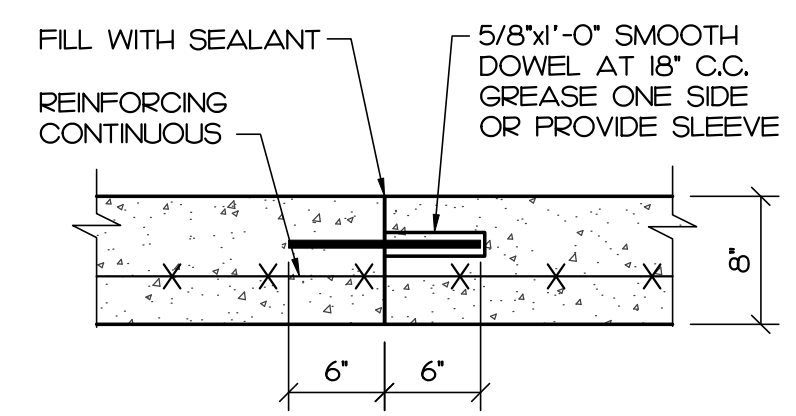


TYPICAL CONTROL JOINT (C.J.) DETAIL
1/2\"/>

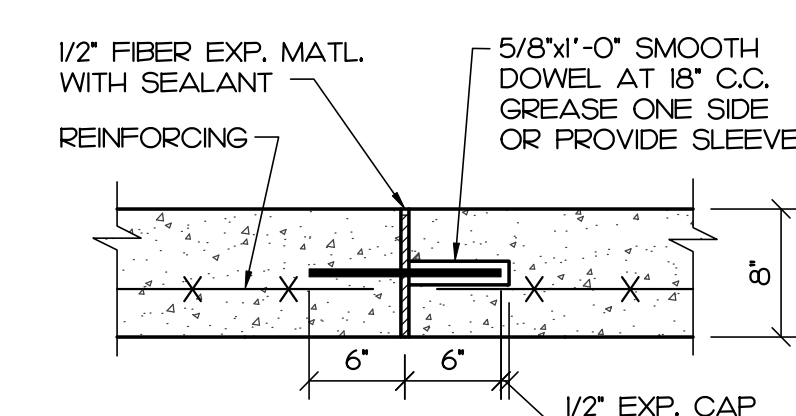
SLAB THICKNESS	JOINT SPACING
4"	8 - 12 FT.
6"	12 - 18 FT.
8"	16 - 24 FT.



SIDEWALK PAVING DETAIL
NOTE: SEE SIDEWALK GENERAL NOTES THIS SHEET 1/2\"/>



SLAB CONSTRUCTION JOINT DETAIL
1\"/>



SLAB EXPANSION JOINT DETAIL
1\"/>

SIDEWALK GENERAL NOTES:

- SLOPES SHALL BE AS FOLLOWS:
CURB RAMPS: 5% OR 1:20, MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:48
TURNING SPACES: 2% OR 1:48 MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:48
SIDEWALKS: CROSS SLOPE SHALL BE 2% OR 1:48 MAXIMUM.
- ALL CONCRETE CURB RAMPS SHALL BE A MINIMUM THICKNESS OF 6" THICK.
- SIDEWALKS AND CURB RAMPS SHALL BE INSTALLED ON COMPACTED SUBGRADE, 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY WITHIN -2 TO +3% OF THE OPTIMUM MOISTURE. SEE GRADING AND SITE PREPARATION NOTES ON SHEET C10.
- EXPANSION JOINTS SHALL BE A MINIMUM OF 1/2" EXPANSION JOINT FILLER MATERIAL EXTENDING THE WIDTH OF THE SIDEWALK OR RAMP AND FROM THE SUBGRADE TO WITHIN 3/8" BELOW THE SURFACE OF THE SIDEWALK. THESE SIDEWALK JOINTS SHALL HAVE TOOLED SURFACE EDGES, OF 1/4" RADIUS AND WEATHER SEALED AFTER CONCRETE HAS HARDEN.
- ALL CONCRETE TO BE HAVE A CURING AND SEALING COMPOUND TO PREVENT WATER AND SALT INTRUSION DURING THE EARLY LIFE OF THE CONCRETE (PROSOCCO CONSOLIDECK SINGLESTEP OR EQUAL).
- ALL EXTERIOR CONCRETE SHALL BE KOMMB 4K MIX DESIGN. ALL CONCRETE WITHIN THE CITY OF ST. JOSEPH'S RIGHT-OF-WAY (R.O.W) MUST CONFORM TO THE 4,000 GRANITE MIX DESIGN SPECIFICATIONS.
- PRIOR TO THE START OF CONSTRUCTION THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, ELEVATIONS, DIMENSIONS, AND RESTRICTIONS AND NOTIFY THE PROJECT MANAGER OF ANY INCONSISTENCIES.
- CONCRETE SIDEWALKS WILL BE PER CITY OF ST JOSEPH STANDARDS - APWA METRO CHAPTER [HTTP://KOMMETRO.APWANET/PAGEDetails/439](http://KOMMETRO.APWANET/PAGEDetails/439)

GENERAL NOTES:

- ALL CURB RAMPS SHALL HAVE DETECTABLE WARNING STRIP, 2 FT. x WIDTH OF RAMP. THE DETECTABLE WARNING STRIP SHALL CONFORM TO THE FOLLOWING:
A. CONSIST OF TRUNCATED DOMES TO BE .9 TO 1.4 INCHES DIAMETER AT THE BASE OF THE DOME BY .2 INCHES HIGH MAXIMUM IN RADIAL OR SQUARE PATTERN. SPACING OF DOMES 16 INCHES MINIMUM AND 24 INCHES MAXIMUM, AND BASE TO BASE SPACING OF .65 INCHES MINIMUM.
- SLOPES SHALL BE AS FOLLOWS:
CURB RAMPS: 5% OR 1:20, MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:50
TURNING SPACES: 2% OR 1:50 MAXIMUM, CROSS SLOPE SHALL BE 2% OR 1:50
SIDEWALKS: CROSS SLOPE SHALL BE 2% OR 1:50 MAXIMUM.
- ALL CONCRETE CURB RAMPS SHALL BE A MINIMUM THICKNESS OF 6" THICK.
- SIDEWALKS AND CURB RAMPS SHALL BE INSTALLED ON COMPACTED SUBGRADE, 95% OF THE MAXIMUM STANDARD PROCTOR DENSITY WITHIN -2 TO +3% OF THE OPTIMUM MOISTURE CONTENT. SEE SECTION 2100 'GRADING AND SITE PREPARATION' & SECTION 2201 'SUBGRADE PREPARATION' OF APWA STANDARD SPECIFICATION.
- EXPANSION JOINTS SHALL BE A MINIMUM OF 1/2" EXPANSION JOINT FILLER MATERIAL EXTENDING THE WIDTH OF THE SIDEWALK OR RAMP AND FROM THE SUBGRADE TO WITHIN 3/8" BELOW THE SURFACE OF THE SIDEWALK. THESE SIDEWALK JOINTS SHALL HAVE TOOLED SURFACE EDGES, OF 1/4" RADIUS AND WEATHER SEALED AFTER CONCRETE HAS HARDEN.
- THE CONSTRUCTION JOINT BETWEEN THE CURB AND THE ADA RAMP SHALL TOOLED LIKE THE CONSTRUCTION JOINTS IN THE SIDEWALK AND WEATHER SEALED.
- ALL CONCRETE TO BE HAVE A CURING AND SEALING COMPOUND TO PREVENT WATER AND SALT INTRUSION DURING THE EARLY LIFE OF THE CONCRETE (PROSOCCO CONSOLIDECK SINGLESTEP OR EQUAL).
- ALL EXTERIOR CONCRETE SHALL BE KOMMB 4K MIX DESIGN. ALL CONCRETE WITHIN THE CITY OF ST. JOSEPH'S RIGHT-OF-WAY (R.O.W) MUST CONFORM TO THE 4,000 GRANITE MIX DESIGN SPECIFICATIONS

ADDITIONAL PARKING
BENTON HIGH SCHOOL
FOR
ST. JOSEPH
SCHOOL DISTRICT
5659 SOUTH 4th STREET
ST. JOSEPH, MISSOURI

REVISIONS:	
1	
2	
3	
4	
DRAWN BY: TSC	
CHECKED BY: PHF	
DATE: 03/25/2026	

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET TITLE:
CIVIL DESIGN
DETAILS AND
NOTES

PROJECT NUMBER:
26-069

SHEET NUMBER:
C1.1

CREAL CLARK & SEIFERT
ARCHITECTS / ENGINEERS, INC.
1701 South Belt Hwy • Saint Joseph, Missouri 64507
Phone: 816-364-2435 • Fax: 816-364-1273 • www.ccsae.com

BILL # 184-26

AN EMERGENCY ORDINANCE TEMPORARILY SUSPENDING THE ACCEPTANCE AND PROCESSING OF APPLICATIONS RELATING TO THE DEVELOPMENT, CONSTRUCTION, OR EXPANSION OF DATA CENTER FACILITIES WITHIN CITY LIMITS AND DIRECTING THE CITY MANAGER TO PROVIDE RECOMMENDED ACTIONS TO ADDRESS THE UNIQUE CHARACTERISTICS, DEMANDS, AND IMPACTS OF DATA CENTER CONSTRUCTION AND DEVELOPMENT.

- Whereas,** data center facilities can have significant impacts on infrastructure, including demands on electrical power, water supply, and telecommunications networks, as well as impacts on surrounding land uses, natural resources, public services, and the character of the community; and
- Whereas,** the City's Code of Ordinances does not currently contain specific regulations, standards, or definitions addressing the unique characteristics, demands and impacts of data center facilities, which are a rapidly growing and evolving land use across the United States; and
- Whereas,** because of possible impacts of data centers on the community, including but not limited to, impacts to the provision of electric power and water by the local utilities, the City Council intends to consider revisions to the City Code and other standards designed to protect the health, safety, and general welfare of the community; and
- Whereas,** the City Council finds that a temporary suspension of the acceptance or processing of applications relating to the development, construction, or expansion of data center facilities is necessary to ensure planned, orderly development of data center facilities consistent with the character and welfare of the City by enacting appropriate regulations; and
- Whereas,** the City Council has determined that it is necessary to develop and enact appropriate regulations, standards, and definitions related to data centers through a comprehensive public process involving the Planning and Commission and the City Council, among others; and
- Whereas,** a temporary suspension of the acceptance and processing of data center related applications will allow City staff the necessary time to study the issue and make recommendations to the Planning Commission and City Council regarding revisions to the City Code and other standards related to data centers and ensure consistency and fairness by preventing uses that could undermine the City's comprehensive plan, whether they be located within or outside city limits.
- Whereas,** in the interest of protecting the health, safety, and welfare of the citizens of St. Joseph and surrounding communities, the City believes it to be necessary and prudent to temporarily suspend the acceptance and processing of applications relating to the development, construction, or expansion of a data center facilities.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

- Section 1.** The City Council makes and reaffirms the findings set forth above and incorporates the same by reference as if fully set forth herein.
- Section 2.** City Council hereby directs, upon passage of this Ordinance, that no application

pertaining to the development, construction, or expansion of a data center, including, but not limited to, applications for building permits, site plan and architectural reviews, variances, stormwater permits, conditional use permits, occupancy permits, provision of public utilities, or large load applications for electric service may be accepted or processed by the City until such time as this ordinance is repealed.

Section 3. City Council hereby directs the City Manager to direct staff to take all necessary actions—including retaining outside consultants—to review the development issues created by data centers, to take public input, and to prepare, for City Council’s consideration, a report regarding any recommended actions to address the unique characteristics, demands, and impacts of data center development.

Section 4. For the purposes of this ordinance, “data center” shall mean a building, group of buildings, facility or premise whose primary use is the storage, management, processing, and/or transmission of digital data and is typically used to house computer systems, network equipment, servers, and associated accessory components, such as, but not limited to, air handlers, power generators, cooling systems, backup power systems, battery storage, central processing units, graphical processing units, neural networks, quantum bits, quantum processors, memory, data routing, data storage, data warehouse, server farm, bitcoin mining, crypto processing, virtual private networks, virtual servers, artificial intelligence training or processing, image processing, cloud computing, email servicing, a telecom hotel, telehouse colocation, or any other term applicable to facilities which are used for such purposes. Such facilities may sometimes also be referred to as Digital Infrastructure Facilities, Hyperscale Data Centers, Industrial Scale Computing Facilities, Colocation Data Centers, Enterprise Data Centers, or High Performance Data Processing Facilities.

Section 5. This ordinance is being presented as an emergency due to the time-sensitive nature of the data center issue, the significant public concern surrounding data center development in the City, and the rapidly evolving landscape of data center development, construction, and design at the local, state, and national level. The City cannot control when applications related to data centers will be received and, as such, it is necessary to implement this ordinance as soon as possible before any additional data center-related applications are received.

Section 6. That this Ordinance shall be in full force and effect immediately upon passage.

Approved as to form:

_____ City Attorney	Passed/Adopted: _____
Attest: _____ City Clerk	_____ Mayor

Date: July 20, 2026

Amount:

Account Number:

Explanation to Council Bill

Originating Department: Legal

Purpose: An emergency ordinance temporarily suspending the acceptance and processing of applications relating to the development, construction, or expansion of data center facilities within city limits and directing the city manager to provide recommended actions to address the unique characteristics, demands, and impacts of data center construction and development.

Remarks: To temporarily suspend the acceptance and processing of applications relating to the development, construction, or expansion of data center facilities and directing the City Manager to direct staff to take all necessary actions to review, take public input, prepare recommendations to address data center development, and provide a report on any recommended actions to address the unique characteristics, demands, and impacts of data center development.

Interest in data center development is increasing nationwide and presents both potential economic development opportunities and complex policy considerations related to electric and water infrastructure, land use compatibility, environmental stewardship, public services, fiscal impacts, and community expectations. While St. Joseph's existing regulations provide a foundation for development review, they do not specifically address the unique operational characteristics and infrastructure demands associated with modern data centers. The purpose of this ordinance is to provide time to develop comprehensive regulations guiding the development of data centers before developments begin to appear in existing zoning districts where they were never contemplated.

The suspension would provide the City with the opportunity to gather information, evaluate best practices, engage stakeholders, and establish a transparent and predictable framework for future projects. During the suspension period, staff—in consultation with retained experts—will assess potential impacts and develop recommendations regarding zoning standards, infrastructure considerations, operational requirements, and community benefit expectations.

This ordinance reflects the following action items in the City's Strategic Plan:

1. Invest in Our People.
2. Build Community Connections.
3. Create a Clean and Vibrant City.

BILL # 185-26

AN ORDINANCE AMENDING DIVISION 4 "REGULATED SUBSTANCES" OF ARTICLE VI "OFFENSES AGAINST PUBLIC MORALS" OF CHAPTER 20 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES FOR THE CITY OF ST. JOSEPH BY AMENDING SECTION 20-341 TO MAKE THE DISTRIBUTION AND/OR POSSESSION OF MITRAGYNA SPECIOSA (KRATOM) UNLAWFUL; AND BY ENACTING NEW SECTIONS 20-342 AND 20-343 TO MAKE THE DISTRIBUTION AND/OR POSSESSION OF HYDROXYMITRAGYNINE (7-OH) AND TIANEPTINE UNLAWFUL.

- Whereas,** Mitragyna Speciosa (Kratom), Hydroxymitragynine (7-OH), and Tianeptine are highly addictive substances that are not currently classified as controlled substances and their possession and/or sale is not regulated by the state or federal governments; and
- Whereas,** these substances are sold throughout St. Joseph, typically at gas stations or smoke shops, and there are little to no regulations on their purchase, sale, marketing, or use; and
- Whereas,** the use of these substances is known to cause detrimental health impacts for the user in both the short and long term; and
- Whereas,** in the interest of protecting the health, safety, and welfare of the citizens of St. Joseph and surrounding communities, the City believes it to be necessary and prudent to ban the possession and/or sale of these substances until such time as standards and regulations are adopted and implemented by the state or federal government.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1.

That Division 4, Article VI, of Chapter 20 of the City of St. Joseph Code of Ordinances be amended as follows:

Sec. 20-341. Kratom.

(a) Possession ~~[b]y minors~~. It shall be unlawful for any person ~~under the age of 21 years~~ to purchase or attempt to purchase or to have in his or her possession mitragyna speciosa or "kratom."

(b) Distribution to minors prohibited. No person shall sell, vend, give away, or otherwise supply mitragyna speciosa or "kratom" in any quantity whatsoever to any person ~~under the age of 21~~.

(c) Business distribution ~~to minor~~ prohibited. Businesses or establishments, managers of businesses or establishments, and persons responsible for the operation or oversight of businesses or establishments must prevent the sale of mitragyna speciosa or "kratom" in such business or establishment.

Sec. 20-342. 7-Hydroxymitragynine (7-OH).

(a) Possession. It shall be unlawful for any person to purchase or attempt to purchase or to have in his or her possession 7-Hydroxymitragynine or "7-OH."

(b) Distribution prohibited. No person shall sell, vend, give away, or otherwise supply 7-OH in any quantity whatsoever to any person.

(c) Business distribution prohibited. Businesses or establishments, managers of businesses or establishments, and persons responsible for the operation or oversight of businesses or establishments must prevent the sale of 7-OH in such business or establishment.

Sec. 20-343. Tianeptine.

(a) Possession. It shall be unlawful for any person to purchase or attempt to purchase or to have in his or her possession tianeptine.

(b) Distribution prohibited. No person shall sell, vend, give away, or otherwise supply tianeptine in any quantity whatsoever to any person.

(c) Business distribution prohibited. Businesses or establishments, managers of businesses or establishments, and persons responsible for the operation or oversight of businesses or establishments must prevent the sale of tianeptine in such business or establishment.

Sec. 20-3442. Penalty.

Any person violating this division shall be punished by a fine of not more than \$500.00 or imprisonment for not more than six months or both such fine and imprisonment. **Any business found to be in violation of this division shall be punished by a fine of not more than \$1,000.00 and is subject to having its business license suspended, revoked, or denied pursuant to City Code Section 8-37.**

Secs. 20-3453—20-350. Reserved.

Section 2. That this Ordinance shall be in full force and effect thirty (30) days after date of passage.

Approved as to form:

City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

Mayor

Date: July 20, 2026

Amount:

Account Number:

Explanation to Council Bill

Originating Department: City Manager's Office

Purpose: TO AMEND DIVISION 4 “REGULATED SUBSTANCES” OF ARTICLE VI “OFFENSES AGAINST PUBLIC MORALS” OF CHAPTER 20 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF ORDINANCES FOR THE CITY OF ST. JOSEPH BY AMENDING SECTION 20-341 TO MAKE THE DISTRIBUTION AND/OR POSSESSION OF MITRAGYNA SPECIOSA (KRATOM) UNLAWFUL; AND BY ENACTING NEW SECTIONS 20-342 AND 20-343 TO MAKE THE DISTRIBUTION AND/OR POSSESSION OF HYDROXYMITRAGYNINE (7-OH) AND TIANEPTINE UNLAWFUL.

Remarks: To amend Division 4 “Regulated Substances” of Article VI “Offenses Against Public Morals” of Chapter 20 “Offenses and Miscellaneous Provisions” of the Code of Ordinances for the City of St. Joseph by amending section 20-341 to make the distribution or possession of kratom unlawful; and by enacting new sections 20-342 and 20-343 to make the distribution or possession of hydroxymitragynine and tianeptine unlawful.

Kratom is a tropical tree (*mitragyna speciosa*) that is native to Southeast Asia. In recent years, the U.S. has seen a significant increase in kratom abuse. Consuming its leaves produces both stimulant effects (in low doses) and sedative effects (in high doses) which can lead to psychotic symptoms, psychological and physiological dependence. Kratom is mostly abused by oral ingestion in the form of tablet, capsule, or extract. Its leaves may also be chewed, dried, or powdered and ingested as tea, drink mixes and shots. There are two main ingredients that are found in kratom: Mitragynine and 7-OH. 7-OH is a dangerous product that is not approved by the FDA as a medication, dietary supplement, or food additive.

Tianeptine, also known as “gas station heroin,” is not approved by the FDA for medical use or dietary ingredient. It has made its way to convenience stores and gas station shelves, branded as “Zaza” and “Tianna Red,” among other names. It comes in both powder and pill form and has been sold online and in stores claiming to treat various conditions like anxiety, depression, and pain.

Due to the largely unknown effects and health risks (in both the short and long term) of kratom, 7-OH, and tianeptine, the City believes it to be necessary and prudent to ban the possession and sale of these substances until such time as standards and regulations are adopted and implemented by the state or federal government

This ordinance reflects the following action items in the City’s Strategic Plan:

1. Improve access to public safety and services: develop a long-term plan to mitigate drug addictions.
2. Create a Clean and Vibrant City.

DIVISION 4. REGULATED SUBSTANCES

Sec. 20-341. Kratom.

- (a) *Possession ~~my minors~~*. It shall be unlawful for any person ~~under the age of 21 years~~ to purchase or attempt to purchase or to have in his or her possession *mitragyna speciosa* or "kratom."
- (b) *Distribution ~~to minors~~ prohibited*. No person shall sell, vend, give away, or otherwise supply *mitragyna speciosa* or "kratom" in any quantity whatsoever to any person ~~under the age of 21~~.
- (c) *Business distribution ~~to minor~~ prohibited*. Businesses or establishments, managers of businesses or establishments, and persons responsible for the operation or oversight of businesses or establishments must prevent the sale of *mitragyna speciosa* or "kratom" in such business or establishment.

(G.O. 2916, 7-1-19)

Sec. 20-342. 7-Hydroxymitragynine (7-OH).

- (a) *Possession*. It shall be unlawful for any person to purchase or attempt to purchase or to have in his or her possession 7-Hydroxymitragynine or "7-OH."
- (b) *Distribution prohibited*. No person shall sell, vend, give away, or otherwise supply 7-OH in any quantity whatsoever to any person.
- (c) *Business distribution prohibited*. Businesses or establishments, managers of businesses or establishments, and persons responsible for the operation or oversight of businesses or establishments must prevent the sale of 7-OH in such business or establishment.

Sec. 20-343. Tianeptine.

- (a) *Possession*. It shall be unlawful for any person to purchase or attempt to purchase or to have in his or her possession tianeptine.
- (b) *Distribution prohibited*. No person or shall sell, vend, give away, or otherwise supply tianeptine in any quantity whatsoever to any person.
- (c) *Business distribution prohibited*. Businesses or establishments, managers of businesses or establishments, and persons responsible for the operation or oversight of businesses or establishments must prevent the sale of tianeptine in such business or establishment.

Sec. 20-34~~4~~2. Penalty.

Any person violating this division shall be punished by a fine of not more than \$500.00 or imprisonment for not more than six months or both such fine and imprisonment. Any business found to be in violation of this division shall be punished by a fine of not more than \$1,000.00 and is subject to having its business license suspended, revoked, or denied pursuant to City Code Section 8-37.

(G.O. 2916, 7-1-19)

Secs. 20-34~~53~~—20-350. Reserved.

BILL # 186-26

AN ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 1727 CLIFFORD STREET FOR USE AS A TOW LOT AS REQUESTED BY KATIE GRAHAM OF NALL TRUCKING.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the property located at 1727 Clifford Street, more specifically described as follows:

SUB:DINWIDDIE & MAXWELL'S LOT:3 BLK:2 LGL DESC:EX PT FOR RW L 3 & L 5

shall be issued a Conditional Use Permit for use as a tow lot in a C-3, Commercial District as requested by Katie Graham of Nall Trucking.

Section 2. That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

Mayor

Date: July 20, 2026

Amount:

Account Number:

Explanation to Council Bill

Originating Department: Planning & Community Development

Purpose: An ordinance to issue a conditional use permit for the property located at 1727 Clifford Street for use as a tow lot as requested by Katie Graham of Nall Trucking.

Remarks: The attached ordinance represents a request for approval of a conditional use permit to allow for the operation of a tow lot at 1727 Clifford Street.

The Planning Commission reviewed this request during the regular meeting on June 25, 2026, and recommends APPROVAL of the conditional use permit by a vote of 05-00. The Planning and Community Development Department recommends APPROVAL.

The project reflects the following action items in the City's strategic plan:

1. Build Community Connections: Build and maintain connections with community partners.

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

This aerial map displays the Wyant Park area in Portland, Oregon, with various property lots and proposed additions. The map includes the following details:

- Streets:** 25th St, 26th St, and Mitchell Ave are visible.
- Proposed Additions:**
 - Hall's Addition:** Located in the upper left, showing lots 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.
 - Wyant Park:** Located in the upper right, showing lots 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.
 - Wyant Park Extension Addition:** Located in the lower right, showing lots 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.
- Other Labels:**
 - 16:** A red label in the lower left corner.
 - 15:** A red label in the lower right corner.
 - 14:** A red label in the lower right corner.
 - 13:** A red label in the lower right corner.
 - 12:** A red label in the lower right corner.
 - 11:** A red label in the lower right corner.
 - 10:** A red label in the lower right corner.
 - 9:** A red label in the lower right corner.
 - 8:** A red label in the lower right corner.
 - 7:** A red label in the lower right corner.
 - 6:** A red label in the lower right corner.
 - 5:** A red label in the lower right corner.
 - 4:** A red label in the lower right corner.
 - 3:** A red label in the lower right corner.
 - 2:** A red label in the lower right corner.
 - 1:** A red label in the lower right corner.

STAFF REPORT TO PLANNING COMMISSION

June 25, 2026

Application	Request for a conditional use permit to operate a tow lot at 1727 Clifford St.
Applicant	Katie Graham/Nall Trucking
Location	1727 Clifford St.
Staff Recommendation	Approval with conditions

BACKGROUND

Katie Graham representing Nall Trucking is requesting a conditional use permit to allow a tow lot to operate at 1727 Clifford St.

OVERVIEW



CURRENT ZONING: C-3, Commercial District

ADJACENT ZONING:

North: C-3

South: C-3

West: C-3

East: Highway and R-1A

FUTURE LAND USE PLAN:

Medium Intensity Residential

NOTIFICATIONS: 16

Returned in Favor: 0 *as of 06/16*

Returned in Opposition: 1 *as of 06/16*

Returned with Comment: 1 *as of 06/16*

FACTORS FOR CONSIDERATION:

1. Whether the proposed conditional use permit is in harmony with the city land use plan.

The property is zoned C-3, Commercial, which does allow similar uses such as equipment rental, repair services, and light to medium vehicle service. The land use plan calls for this area to be medium intensity residential.

2. Whether the proposed conditional use permit is detrimental to existing adjacent uses or to uses permitted generally in the zoning district.

The use of this property for a tow lot is similar to its current use. The area is a mix of residential and commercial; thus this use may be seen as detrimental to the residential usage in the area.

3. Whether traffic levels are inappropriate, hazardous, or detrimental to existing or potential nearby land uses.

It is not anticipated that the use of this property as a tow lot will generate a level of traffic that would be detrimental.

4. Whether the proposed conditional use meets the height, area, and design standards established in the zoning district.

NA

5. Whether the site plan illustrates a project design which will be compatible with existing and future permitted uses in the surrounding area.

NA

STAFF REVIEW & RECOMMENDATION

Staff recommends **APPROVAL with conditions** based on the above and following findings:

- Request is not generally in keeping with City's current Future Land Use Map;
- Proposed use is in keeping with the current use of the property

Conditions:

- The property must be surrounded with a sight-obscuring fence, no less than 6' in height with securely locking gates.

Staff:

Kim Schutte

City Planner

(816) 271-5349

kschutte@stjosephmo.gov





CONDITIONAL USE PERMIT APPLICATION

City of St. Joseph, Missouri | Planning & Zoning
1100 Frederick Avenue, Room 107

Planning & Zoning Division | (816) 271-4648 | planning@stjosephmo.gov

All submittals for variances must comply with Sec. 31-070 of the City's Code of Ordinances, located online at stjosephmo.gov The following must be included with every application:

1. Completed Application
2. Application Fee (\$1,110)
3. Materials required on checklist (see back)

THE UNDERSIGNED HEREBY APPLIES FOR THE APPROVAL OF A CONDITIONAL USE PERMIT BY THE PLANNING COMMISSION. With the signing and submittal of this application, the property owner authorizes the City of St. Joseph to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the City Council, City boards and commissions, and City departments.

Property Owner Information

Name Justin Nall | Primary Contact ☒ Yes ☐ No
Street 17896 CE 311
City, State, Zip Savannah, MO 64485 | _____ | _____
Phone (816) 951 2007 | Email Nalltow25@gmail.com

Signature [Signature] Date 5/21/26

Representative Information (if different than above)

Name Katie Graham | Primary Contact ☐ Yes ☒ No
Business Name Nall Trucking
Street 1727 Clifford Street
City, State, Zip St. Joseph MO 64505 | _____ | _____
Phone (816) 244 5791 | Email Nall tow 25@gmail.com

Signature [Signature] Date 5/21/26

Property Address

Street 1727 Clifford Street
City, State, Zip St. Joseph MO 64505 | _____ | _____

Brief Description of Request allow property to be used as a lot for towed vehicles and to be within the guidelines to qualify for STJPD rotation schedule

Section to be completed by City

Received By _____ Date _____ Accela ID _____

ALL applications must include the following to be considered complete:

- ☒ Completed application
- ☐ Submitted application fee
- ☒ Letter from owner stating the purpose of the request (in more detail than brief included on application)
- ☐ Site & landscape plans with the following information:
 - ☒ Word Document with complete legal description of property (submitted to City Planner)
 - ☒ The location, dimension, material, and configuration of all buildings, structures, and other improvements.
 - ☒ Location, access, and other dimensions of proposed off-street parking and loading facilities and the number and configuration of spaces to be provided.
 - ☒ Location, dimensions, and materials of sidewalks, driveways, and other impervious surfaces.
 - ☒ Landscaping plan, including existing and proposed landscaping on both the subject property and adjacent public areas, and including installing schedule.
 - ☒ Location of all utilities, including electric lines, storm drainage, sanitary sewers, and water service.
 - ☐ Location and extent of required setbacks and yards.
 - ☒ Elevation of all buildings and structures to depict height.
 - ☒ Lot size in square feet and dimensions thereof.
 - ☒ Any areas proposed for outdoor storage, refuse collection, exterior mechanical equipment, exterior communication devices, and utility apparatus.
 - ☒ Land uses surrounding lot(s) for which site plan is located.
 - ☒ Zoning on the lots and parcels surrounding.
 - ☒ Such additional information as the City Planner may deem pertinent and essential to the application.

Planning Commission meeting date, time, and location can be found online at stjosephmo.gov, or by contacting the Planning & Zoning Division

Section to be completed by City

Current Zoning

Fees

☐ \$1,100.00

Date Application Received

____/____/____

Zoning Code Provision

Total (\$) _____

Date Fee Received

____/____/____

To Whom It May Concern,

We are respectfully requesting approval from the City of St. Joseph to allow the property located at 1727 Clifford Street, St. Joseph, Missouri, to be utilized as a secured vehicle holding lot for our mechanic business located across the street at 5114 St. Joseph Avenue as well as in participation in the St. Joseph Police Department towing rotation schedule. Vehicles recovered from Missouri State Highway Patrol, Andrew County Sheriff's Office, Savannah Police Department and Holt County Sheriff's Office may also be held on the property as our tow truck already participates in their recovery rotation.

Our intention is to operate and maintain the property in a professional, organized, and responsible manner. We understand the importance of maintaining a clean and secure facility, especially when working in coordination with law enforcement and our customers personal property.

Security and cleanliness will be our top priorities. Since purchasing the property we have taken several weeks in cleaning up and removing unsightly debris and making cosmetic changes to improve the image of the property. We will be regularly maintaining the property to ensure it remains free of debris, properly organized, and visually presentable. We are committed to providing a safe environment for stored vehicles while minimizing any impact on neighboring properties and the surrounding area.

We appreciate your consideration of this request and are willing to comply with any needed requirements, inspections or operational standards necessary for approval.

Please feel free to contact us with any questions or if additional information is needed.

Sincerely,

Justin Nall

Owner-Operator

Nall Trucking- Nall Tow and Repair

nalltow25@gmail.com

816-951-2007

Nall Trucking- 24 Hour Towing - Justin Nall

1727 Clifford Street St. Joseph Mo 64505

To Whom It May Concern,

This letter is to formally state that significant life-impacting and business-altering decisions were made based upon information provided to us in January 2026 by the office of St. Joseph Planning and Zoning Office.

Following consultation with the Planning and Zoning office, we proceeded with the acquisition and development plans for the properties located at 5114 St Joseph Ave and 1727 Clifford Street. These properties were purchased specifically in reliance upon the representations and information provided during those consultations.

Additionally, a lease agreement was entered into with Zach Evans Trust shortly after the consultation with the expressed intention of purchasing the property in March 2026. This decision was likewise made in reliance on the guidance and approvals communicated by the Planning and Zoning office.

During our discussions with the office, we were informed that the properties could legally and appropriately be utilized for the following purposes:

- Storage of vehicles towed through the St. Joseph Police Department police rotation system;
- Storage of vehicles towed from private property impounds;
- Repossessed vehicles
- Storage and handling of vehicles associated with Missouri State Highway Patrol, Savannah Police Department, Andrew County Sheriffs office and Holt County Sheriff's office wrecks and recovery operations; and
- Mechanical work and vehicle repairs to be conducted at the shop located at 5114 St Joseph Ave.

These representations directly influenced our financial commitments, contractual agreements, business planning, and personal family decisions. The purchases, lease arrangements, and operational planning were all undertaken in good faith reliance upon the information and direction provided by the Planning and Zoning office at that time.

Please place this letter in the appropriate file or record as documentation of the reliance placed upon the information provided to us in January 2026.

Sincerely,

Justin Nall Owner- Operator







The property at 1747 Clifford Street St. Joseph Missouri 64505

This property is fenced in on all sides from the north, west and south property lines to the east state right of way line. The fence is constructed with eight feet tall chain-link fencing. The fencing is constructed with barded-wire and curved bars at the top. The fencing is also covered with black privacy meshing on all street facing sides. The fence is equipped with a gate entrance on the south (Clifford Street facing) side. The lot is currently graveled.

Parking and configuration numbers:

The property can properly secure 25 averaged sized vehicles. The lot can be accessed via Clifford Street during normal business hours, upon an afterhours request or upon police request. The lot is private and can only be accessed by owner/operator and admin assistant during business hours, after hours request or police request.

Driveway specs:

The driveway entrance is gravel and located at the Clifford Street access gate. The driveway is roughly 15 feet wide and six feet from street to gate to allow for full gate opening without street interference.

Future planning:

We have no future plans for landscaping at this time.

Utilities and Drainage:

To our knowledge there are underground fiber lines on the east and south sides of the property. There is an electrical pole at the southeast and southwest corners of the property running west and north. There are no overhanging lines over the secured lot area. There is no water access on this property. There is no storm drainage tube or access on this property.

Lot-size:

Via GIS

Tract B:

All of lot FIVE (5) and all of lot THREE (3). In block TWO (2), in dinwiddie and maxwell subdivision, a part of the west half of the west half of section 28, township FIFTY-EIGHT (58) north, range THIRTY-FIVE (35) west, Buchanan County, Missouri, except that part of said lot THREE (3) described as follow: beginning at the southeast corner of said lot THREE (3): Thence north to the northwest corner of said lot 3: Thence southwesterly, 104.09 feet to a point 5 feet to a north of and 15 feet west of the southwest corner of said lot 3: thence southwesterly 35.36 feet to the southwest corner of said lot 3: thence east 50 feet to the point of beginning. The center line of state highway route U.S. 275 intersects the north line of dinwiddie and maxwell's subdivision at station 46-60.085 and the south line of station 49-10.39.



PAYMENT RECEIPT

Original Invoice Number: 26-5894
Invoice Date: June 1, 2026
Account Number: 2832146665

3 Roots Properties
17896 CR 311

Thank you for your payment(s).

Your Payment Transactions for this record are recorded below.
Record Number: Project A26-0020

Date	Description	Paid Date	Amount	Paid	Balance
June 1, 2026	Planning Commission - Conditional Use (5110-2840)		\$1,110.00		
	TOTAL: Project Fees		\$1,110.00		\$1,110.00
	Check 1943 c6vb601a	June 1, 2026		\$1,110.00	\$0.00



Owner Name	Situs Address 05	Mailing Address	PID
1. BURKERT DONALD & MARY	1713 GREEN VALLEY RD	12815 County Rd 190, Savannah 4485	03-8.0-28-003-002-042
2. SMITH DAVID C/O JONATHAN WORLEY	5301 ST JOSEPH AVE	1811 Blackwell Rd, 05 Turtle Vet LLC, 813 Country Club Dr., Butler, MO 64730	03-8.0-28-002-002-046
3. JAMES DUSTIN	1714 BLACKWELL RD		03-8.0-28-003-002-008
4. EVANS JOVITA I	1704 CLIFFORD ST		03-8.0-28-003-002-038
5. SIMBRO LISA M	1803 CLIFFORD ST		03-8.0-28-003-002-021
6. DEFFENBAUGH INDUSTRIES INC	5310 ST JOSEPH AVE	PO Box 1450, Chicago, IL 60690	03-8.0-28-002-002-047
7. LAWRENCE CHARLES D & LEATHA G	1804 BLACKWELL RD	5617 NE Amazonia Rd, 05	03-8.0-28-003-002-007
8. MYERS MICHAEL	1706 BLACKWELL RD		03-8.0-28-003-002-010
9. CHAVEZ FREDERICK B JR	1804 CLIFFORD ST		03-8.0-28-003-002-032
10. WIEDMAIER WANDA M & WIEDMAIER, AMIE LE	1803 GREEN VALLEY RD		03-8.0-28-003-002-043
11. KING DEBRA J & JOHNNIE R	1708 BLACKWELL RD		03-8.0-28-003-002-009
12. DAWSON JORDEN L	1707 GREEN VALLEY RD		03-8.0-28-003-002-034
13. BALLENTINE GLENN A & SUSAN M	1701 GREEN VALLEY RD		03-8.0-28-003-002-041
14. ADKINS THOMAS RICHMOND	1704 BLACKWELL RD	Zachary B Evans Trust, 706 Greenbriar Terr., 06	03-8.0-28-003-002-011
15. 3 ROOTS PROPERTIES LLC	5114 ST JOSEPH AVE		03-8.0-28-003-002-033
16. GOSSETT DONALD L & SHERYL A GOSSETT TRUST	1709 CLIFFORD ST	1 Hundley Dr., 06	03-8.0-28-003-002-019

1 June 2026

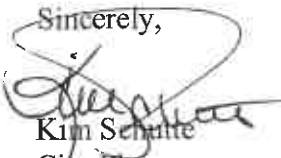
To Whom It May Concern:

On June 25, 2026, at 5:30 pm, the St. Joseph Planning Commission will hold a public hearing in the Council Chambers at City Hall to consider the following request:

- Request for a Conditional Use Permit at 1727 Clifford St. for the operation of a tow lot.

You are receiving this notice because you own property within 185 feet of the proposed conditional use site. A public comment form is enclosed which you may return to my attention. You are also welcome to make comments in person at the public hearing.

Sincerely,



Kim Schutte
City Planner
(816) 271-5349
kschutte@stjosephmo.gov

COMMENTS IN REFERENCE TO PROPOSED CONDITIONAL USE PERMIT

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for a conditional use permit and ask the Planning Commission to vote ☐ **FOR** ☐ **AGAINST** said request.

Address of the proposed conditional use: 1727 Clifford St.

Name, address & phone of party filing comment (Please print): _____
(Name)

(Address) (Phone)

If you own property in the neighborhood of the proposed conditional use, but do not live at that property, please give address of that property: _____

Legal description of land owned relating to request: _____

Reason(s) for concern or support to the request: _____

OWNERS OF RECORD MUST SIGN:

Signature _____

Address: _____

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My commission expires _____

OFFICE USE
Within 185 ft. of
petitioned property

Not within 185 ft.
of petitioned
property _____

NOTE: A Notary Public is available at City Hall at no charge

COMMENTS IN REFERENCE TO PROPOSED CONDITIONAL USE PERMIT

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for a conditional use permit and ask the Planning Commission to vote ☐ **FOR** ☒ **AGAINST** said request.

Address of the proposed conditional use: 1727 Clifford St.

Name, address & phone of party filing comment (Please print): Jovita Evans
(Name)
1704 Clifford St
(Address) 816-352-4403
(Phone)

If you own property in the neighborhood of the proposed conditional use, but do not live at that property, please give address of that property: _____

Legal description of land owned relating to request: Home

Reason(s) for concern or support to the request: This will decrease
the value of my home and property.
Who wants a junk yard in their neighbor hood.
It shouldn't even be
allowed

OWNERS OF RECORD MUST SIGN:

Signature Jovita Evans

Address: 1704 Clifford St, St Joseph, MO 64505

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this 8 day of June, 2026.

Notary Public Mary Mathiot
My commission expires

OFFICE USE
Within 185 ft. of
petitioned property

Not within 185 ft.
of petitioned
property

NOTE: A Notary Public is available at City Hall at no charge



BILL # 187-26

AN ORDINANCE TO ISSUE A CONDITIONAL USE PERMIT FOR THE PROPERTY LOCATED AT 1700 FREDERICK AVENUE FOR USE AS AN AUTO SALES BUSINESS AS REQUESTED BY LESLIE WHEELER OF CORNELIUS AUTO SALES LLC.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1. That the property located at 1700 Frederick Avenue, more specifically described as follows:
09-57-35NW SUB: LOT: BLK: LGL DESC: BEG AT INTER OF E/L KEMPER ST & S/L FREDERICK AVE TH NELY 175' S 200' W 104' NWLY 136'

shall be issued a Conditional Use Permit for use as an auto sales business in a C-3, Commercial District, as requested by Leslie Wheeler of Cornelius Auto Sales, LLC.

Section 2. That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

Mayor

Date: July 20, 2026

Amount:

Account Number:

Explanation to Council Bill

Originating Department: Planning & Community Development

Purpose: An ordinance to issue a conditional use permit for the property located at 1700 Frederick Avenue for use as an auto sales business as requested by Leslie Wheeler of Cornelius Auto Sales LLC.

Remarks: The Planning Commission reviewed this request during the regular meeting on June 25, 2026, and recommends APPROVAL of the conditional use permit by a vote of 05-00. The Planning and Community Development Department recommends APPROVAL.

The project reflects the following action items in the City's strategic plan:

1. Build Community Connections: Build and maintain connections with community partners.

STAFF REPORT TO PLANNING COMMISSION
June 25, 2026

Application	Request for a conditional use permit to allow the operation of a used car sales business.
Applicant	Leslie Wheeler of Cornelius Auto Sale LLC
Location	1700 Frederick Ave.
Staff Recommendation	APPROVAL

BACKGROUND

Leslie Wheeler of Cornelius Auto Sales LLC is requesting a conditional use permit to allow an auto sales business to operate at 1700 Frederick Ave.

OVERVIEW



CURRENT ZONING: C-3, Commercial District

ADJACENT ZONING:

North: C-3, Commercial
East: C-3, Commercial
South: C-3, Commercial
West: C-3, Commercial

FUTURE LAND USE PLAN:

Neighborhood Commercial

NOTIFICATIONS: 23

Returned in Favor: 1 as of 06/25

Returned in Opposition: 0 as of 06/25



FACTORS FOR CONSIDERATION:

1. **Conformance with the general purpose, goals, objectives, and standards of the adopted city land use plan.**

The requested conditional use permit is somewhat in keeping with adopted plans and policies. The future land use plan designates this area as Neighborhood Commercial. A small auto sales business does seem to fit in that

2. **Whether the proposed conditional use permit is detrimental to existing adjacent uses or to uses permitted generally in the zoning district.**

The surrounding area is a commercial, some of it related to vehicles. Auto sales fits well with these uses.

3. **Whether the proposed conditional use permit will generate vehicular traffic in levels to be detrimental to the surrounding area.**

Vehicular traffic created by an auto sales business is not likely to be of a volume to cause issues in the area.

4. **Whether the proposed conditional use meets the height, area, and design standards established in the zoning district.**

NA

5. **Whether the site plan for the proposed conditional use illustrates a project design which will be compatible with existing and future permitted uses in the surrounding area.**

No plans for physical change to the site have been submitted.

STAFF REVIEW & RECOMMENDATION

Staff recommends **APPROVAL** based on the above and following findings:

- Request is generally in keeping with City's current Future Land Use Map;
- Proposed vacation is not detrimental to public's health, safety, or welfare;
- The proposed vacation would allow for orderly development and appropriate use of the property.

Staff: _____

Kim Schutte

City Planner

(816) 271-5349

kschutte@stjosephmo.gov



CONDITIONAL USE PERMIT APPLICATION

City of St. Joseph, Missouri | Planning & Zoning

1100 Frederick Avenue, Room 107

Planning & Zoning Division | (816) 271-4648 | planning@stjosephmo.gov

All submittals for Conditional Use Permits must comply with Sec. 31-070 of the City's Code of Ordinances, located online at stjosephmo.gov. The following must be included with every application:

1. Completed Application
2. Application Fee (\$1,110 or \$160 per Sec. 31-075) due at the time of submission. This fee is nonrefundable
3. Materials required on checklist (see Page 2 of 2)
4. Printed names and signatures must be legible and match the relevant section

THE UNDERSIGNED HEREBY APPLIES FOR THE APPROVAL OF A CONDITIONAL USE PERMIT BY THE PLANNING COMMISSION. With the signing and submittal of this application, the property owner authorizes the City of St. Joseph to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the City Council, City boards and commissions, and City departments.

This application contains 4 sections, A, B, C, and D. ALL are required. Mark N/A in sections not used.

THE CITY OF ST. JOSEPH WILL NOT ACCEPT INCOMPLETE APPLICATIONS.

A. PROPERTY OWNER INFO

1. a. Printed Name: Kody Cornelius
- b. Business Name: Cornelius Auto Sales llc
2. Primary Contact: ~~Yes~~ ☒ No (only 1 primary contact is allowed. If Yes, we will contact you for payment, notifications, and/or questions. If No, someone MUST fill out Section C)
3. Mailing Address: 1700 Frederick Ave
4. a. Phone (816) 351-5296 b. Email* Corneliusautosalesllc@gmail.com
5. a. Signature [Signature] b. Date 5/18/26

B. PROPOSED CONDITIONAL USE PERMIT LOCATION

1. Street Address: 1700 Frederick Ave, St. Joseph Mo 64501
2. Requested Use: Used car sales
3. Brief Description of Request: _____

C. PRIMARY CONTACT/AGENT (Only fill out if the answer to A.2. is NO, otherwise mark N/A)

THIS IS WHO WE WILL CONTACT FOR PAYMENT, NOTIFICATIONS, AND/OR OR QUESTIONS.

A VALID MAILING ADDRESS AND VALID EMAIL ADDRESS ARE BOTH REQUIRED.

1. a. Printed Name: Leslie Wheeler
- b. Business Name: _____
2. Mailing Address: 1700 Frederick Ave
3. a. Phone (816) 262-4749 b. Email* Corneliusautosalesllc@gmail.com
4. a. Signature Leslie Wheeler b. Date 5/18/26

* Please be aware that the City of St. Joseph will send all notices via email unless otherwise specified.

All applications for a conditional use permit must include the following to be considered complete:

- ☒ Completed application
- ☒ Submitted application fee
- ☐ Letter from owner stating the purpose of the request (in more detail than in Section B.3.)
- ☐ Site & landscape plans with the following information:
 - ☐ Word Document with complete metes and bounds legal description of property.
 - ☐ The location, dimension, material, and configuration of all buildings, structures, and other improvements.
 - ☐ Location, access, and other dimensions of proposed off-street parking and loading facilities and the number and configuration of spaces to be provided.
 - ☐ Location, dimensions, and materials of sidewalks, driveways, and other impervious surfaces.
 - ☐ Landscaping plan, including existing and proposed landscaping on both the subject property and adjacent public areas, and including installing schedule.
 - ☐ Location of all utilities, including electric lines, storm drainage, sanitary sewers, and water service.
 - ☐ Location and extent of required setbacks and yards.
 - ☐ Elevation of all buildings and structures to depict height.
 - ☐ Lot size in square feet and dimensions thereof.
 - ☐ Any areas proposed for outdoor storage, refuse collection, exterior mechanical equipment, exterior communication devices, and utility apparatus.
 - ☐ Land uses surrounding lot(s) for which site plan is located.
 - ☐ Zoning on the lots and parcels surrounding.
 - ☐ **Telecommunications Facility** applications shall also include all information per **Sec. 31-306**.
 - ☐ Additional information as the City Planner may deem pertinent and essential to the application.

D. ATTENDANCE AND FEE NOTICE

YOUR ATTENDANCE IS REQUIRED AT THE PLANNING COMMISSION AND CITY COUNCIL MEETINGS FOR THIS APPLICATION. FAILURE TO ATTEND THESE MEETINGS MAY RESULT IN UNECESSARY DELAYS TO YOUR APPLICATION.

Planning Commission meeting date, time, and location can be found online at stjosephmo.gov, or by contacting the **Planning & Zoning Department** at (816)-271-4827

City Council meeting dates, times, and locations can be found online at stjosephmo.gov, or by contacting the **City Clerk's Office** at (816)-271-4730

I have included the required information with this application. I have read the notice above, and understand my attendance is required at public hearings. I understand that by submitting this application, I am including a **NON-REFUNDABLE** application fee. If I choose to rescind this application at any time after it is processed by the City, my application fee will not be refunded, pursuant to Sec. 31-075.

Primary Contact Signature: _____

Date: 5 26 26

Section to be completed by the City

Application ID: _____ Zoning Code Provision: C-3

Date Application Received: 5/26/27 Date Fee Received: 5/26/27

Total Fee: \$1,110⁰⁰ ☐ Large day care/day nursery: Fee \$160 ☒ All other Conditional Uses: Fee \$1,110

27 May 2026

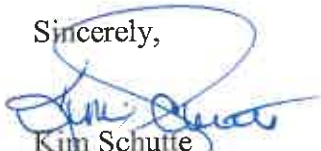
To Whom It May Concern:

On June 25, 2026, at 5:30 pm, the St. Joseph Planning Commission will hold a public hearing in the Council Chambers at City Hall to consider the following request:

- Request for a Conditional Use Permit for 1700 Frederick Ave. to allow the operation of an automobile sales business.

You are receiving this notice because you own property within 185 feet of the proposed conditional use site. A public comment form is enclosed which you may return to my attention. You are also welcome to make comments in person at the public hearing.

Sincerely,



Kim Schutte
City Planner
(816) 271-5349
kschutte@stjosephmo.gov

COMMENTS IN REFERENCE TO PROPOSED CONDITIONAL USE PERMIT

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for a conditional use permit and ask the Planning Commission to vote ☐ **FOR** ☐ **AGAINST** said request.

Address of the proposed conditional use: 1700 Frederick

Name, address & phone of party filing comment (Please print): _____
(Name)

(Address) (Phone)

If you own property in the neighborhood of the proposed conditional use, but do not live at that property, please give address of that property: _____

Legal description of land owned relating to request: _____

Reason(s) for concern or support to the request: _____

OWNERS OF RECORD MUST SIGN:

Signature _____

Address: _____

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public _____

My commission expires

OFFICE USE
Within 185 ft. of petitioned property
Not within 185 ft. of petitioned property _____

NOTE: A Notary Public is available at City Hall at no charge

23

Owner Name	Situs Address -01	Mailing Address
ROBERTS STEVEN RAY TRUST	619 N 17TH ST	1601 Buchanan Ave, 01
VANVICKLE MONUMENTS INC	1717 FREDERICK AVE	
William & Mary Brown Trust	N 17TH ST	4409 Douglas, 06
ROBERTS STEVEN RAY TRUST	1632 FREDERICK AVE	1601 Buchanan Ave, 01
G & W SWANSON FAMILY LP	1804 FREDERICK AVE	14504 State Rt E, Savannah 64485
VANVICKLE MONUMENTS INC	1727 FREDERICK AVE	1717 Frederick Ave
ROBERTS STEVEN RAY TRUST	1601 BUCHANAN AVE	1601 Buchanan Ave, 01
STRONG BRANDON & KENDRA NICOLE	613 KEMPER ST	11071 SE 32 Rd, 07 229 SE Douglas St, STE 210, Lees Summit, MO 64063
LAZZ PROPERTIES LLC	1624 FREDERICK AVE	
CAW GEORGE F JR & MARY E	1809 CLAY ST	
COBB THOMAS M TRUST	1701 FREDERICK AVE	5391 SE Riverside Terr., 07
SIDDIQUE ZESHAN	1801 FREDERICK AVE	3904 Remington Ct., 06
RODERICK RODNEY P & RAJEANNA R	1612 FREDERICK AVE	1621 Frederick Ave, 01 229 SE Douglas St, STE 210, Lees Summit, MO 64063
LAZZ PROPERTIES LLC	1628 FREDERICK AVE	
MARKS AUSTIN T & DANSARE R	UNION ST	1822 Union St., 01
WHITE STAR INVESTMENTS LLC	1815 CLAY ST	PO Box 6008, 06
EMPIRE INVESTMENT HOLDINGS LLC	1821 CLAY ST	PO Box 6008, 06
STRON BRANDON & KENDRA NICOLE	1805 CLAY ST	11071 SE 32 Rd, 07
EHJ HOLDINGS LLC	1627 FREDERICK AVE	1401 SE Taos Rd, Faucett 64448
PERKS RUSSELL	1813 CLAY ST	
CRUZ HECTOR TORRES & MALENA MONTANO	1811 CLAY ST	1216 S 23rd, 07
JJ CALSON ENTERPRISE LLC	1606 FREDERICK AVE	1023 Dewey Ave, 01
MORGAN FAMILY PARTNERSHIP LLC	1802 UNION ST	PO Box 729, 02

COMMENTS IN REFERENCE TO PROPOSED CONDITIONAL USE PERMIT

To the City of St. Joseph, Missouri:

The undersigned state that the facts as entered herein are true to the best of their knowledge and belief, wish to comment on the following application for a conditional use permit and ask the Planning Commission to vote ☒ **FOR** ☐ **AGAINST** said request.

Address of the proposed conditional use: 1700 Frederick

Name, address & phone of party filing comment (Please print): M. TYLER MORGAN, PARTNERSHIP LLC ^{MORGAN FAMILY}
(Name)
1802 UNION, ST JOSEPH MO 64501 (Address) (816) 233-0266 (Phone)

If you own property in the neighborhood of the proposed conditional use, but do not live at that property, please give address of that property: 2610 ASHLAND AVE, ST JOSEPH MO 64506 (HOME)

Legal description of land owned relating to request: OFFICE BUILDING

Reason(s) for concern or support to the request: NEW BUSINESSES IN THE AREA
IS GOOD FOR LOCAL ECONOMY. THE FREDERICK BLVD CORRIDOR

OWNERS OF RECORD MUST SIGN:

Signature

M. Tyler Morgan

MANAGING MEMBER, MORGAN FAMILY PARTNERSHIP LLC

Address:

1802 UNION ST.
ST JOSEPH MO 64501

NOTE: To be a valid protest, signatures must be notarized. Comments in favor need not be notarized.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My commission expires _____

OFFICE USE
Within 185 ft. of
petitioned property

Not within 185 ft.
of petitioned
property

NOTE: A Notary Public is available at City Hall at no charge

BILL # 188-26

AN ORDINANCE AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 AND AN AMENDMENT TO THE PARKS SALES TAX FUND WITH MID-STATES SCHOOL EQUIPMENT CO. FOR THE PURCHASE AND INSTALLATION OF NEW HANDRAILS FOR PHIL WELCH STADIUM IN THE AMOUNT OF \$49,737.00.

Whereas, new handrails are required for the safety and supporting infrastructure at Phil Welch Stadium; and

Whereas, Resolution 49979 authorized the removal and purchase of new seating at Phil Welch Stadium with Mid-States School Equipment Co. and they are capable of installing the new handrails.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI, AS FOLLOWS:

Section 1.

That the Parks Sales Tax Fund budget for the Fiscal Year 2027 be, and hereby is, amended as follows:

REVENUES

<u>Account</u>	<u>Description</u>	<u>Increase</u>
0106-5999	Appropriation from Fund Balance	\$49,737.00

APPROPRIATION

<u>Account</u>	<u>Description</u>	<u>Increase</u>
0106-1730	Improvements Other Than Buildings	\$49,737.00

Section 2.

That Change Order No. 1 by and between the City of St. Joseph, Missouri and the Mid-States School Equipment Co. in the amount of \$49,737.00 for the purchase and installation of new handrails at Phil Welch Stadium be, and hereby is, approved and that a true and accurate copy of said Change Order is attached hereto and incorporated herein by reference as though fully set out herein.

Section 3.

That the Finance Director be, and hereby is, authorized to record said budget amendment in the financial records of the City, to record the expenditure in the amount of \$49,737.00 to the Fiscal Year 2027 Parks Sales Tax Fund, Account No. 0106-1730 (Improvements Other Than Buildings) and to issue a warrant when directed to do so by the Parks Director.

Section 4.

That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

City Attorney

Passed/Adopted: _____

Attest: _____
City Clerk

Mayor

Date: July 20, 2026
Amount: \$49,737.00
Account Number: 0106-1730

Explanation to Council Bill

Originating Department: Parks & Recreation

Purpose: To authorize the execution of Change Order No. 1 and an amendment to the Parks Sales Tax Fund with Mid-States School Equipment Co. for the purchase and installation of new handrails at Phil Welch Stadium in the amount of \$49,737.00.

Remarks: Following the recent installation of new stadium seating, it is necessary to ensure that supporting infrastructure is updated accordingly to maintain appropriate standards of safety and accessibility. This ordinance authorizes the purchase and professional installation of new handrails to complement the upgraded seating. The addition of these handrails will enhance patron safety, improve accessibility throughout the seating areas, and ensure compliance with applicable standards.

The new handrails are being purchased through the Sourcewell Pricing Program, contract #081523-NRS and the Omnia pricing program contract #R240106.

Parks Sales Tax # 250-668

This project aligns with the City of St. Joseph Strategic Goals as follows:

1. Maintain & Enhance City Assets: Maintain and improve park grounds, facilities, and equipment through regular upgrades to facilities and equipment as needed to preserve aesthetics of the existing park system.
2. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.
3. Improve Access to Public Safety & Services: Work to provide safe places for people to recreate and play competitive sports.
4. Create a Clean & Vibrant City: Continue to keep city properties clean and well maintained and properly maintain exteriors of city-owned buildings to ensure they are safe and functional.

PROJECTED FUND BALANCE BEFORE AMENDMENT \$ 2,768,689.00
- PARKS TAX FUND
AMENDMENT TO/APPROPRIATION FROM FUND \$ (49,737.00)
BALANCE
PROJECTED FUND BALANCE AFTER AMENDMENT -\$ 2,718,952.00
PARKS TAX FUND

THIS ORDINANCE HAS BEEN CERTIFIED THAT THE FOREGOING CONTRACT OR ORDER IS WITHIN THE PURPOSE OF THE APPROPRIATION TO WHICH IT IS TO BE CHARGED, AND THAT THERE IS AN UNENCUMBERED BALANCE TO THE CREDIT OF SUCH APPROPRIATION SUFFICIENT TO PAY THEREFORE.

CHANGE ORDER

NO.: 1

Date of Issuance:

June 23, 2026

PROJECT:

Phil Welch Stadium Seating PST-250668

DESIGN PROFESSIONAL:

NA

CONTRACTOR:

Mid-States School Equipment Co, Inc.

CITY:

City of St. Joseph, MO
1100 Frederick Avenue
St. Joseph, MO 64501

The Contract for Construction dated August 4, 2025 between the City and Contractor for the Project is changed as follows:

Description: Installation of hand rails for 10 aisles 4 on each end and the 2 leading up to the press box.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$336,814.00	Original Contract Times Substantial Completion Final Completion (dates)
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>1</u> \$0.00	Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> Substantial Completion Final Completion (days)
Contract Price prior to this Change Order \$336,814.00	Contract Times prior to this Change Order Substantial Completion Final Completion (dates)
Net Increase (Decrease) of this Change Order \$49,737.00	Net Increase (Decrease) of this Change Order Substantial Completion Final Completion (days)
Contract Price with all approved Change Orders \$386,551.00	Contract Time with all approved Change Orders Substantial Completion Final Completion (dates)

This Change Order is not valid until signed by City, Design Professional and Contractor. It is understood and agreed that this adjustment contains a full settlement and constitutes full compensation for all costs, expenses, damages and profit directly or indirectly attributable to this change or for all delays related thereto and for performance of this change within the time frame stated and, except as provided above, all the terms and conditions of the Contract referred to above remain unchanged.

APPROVED:

Mid-States
"Contractor"

APPROVED:

City of St. Joseph
"City"

By:

Dean Akini
(Authorized Signature)

By:

(Authorized Signature)

Date:

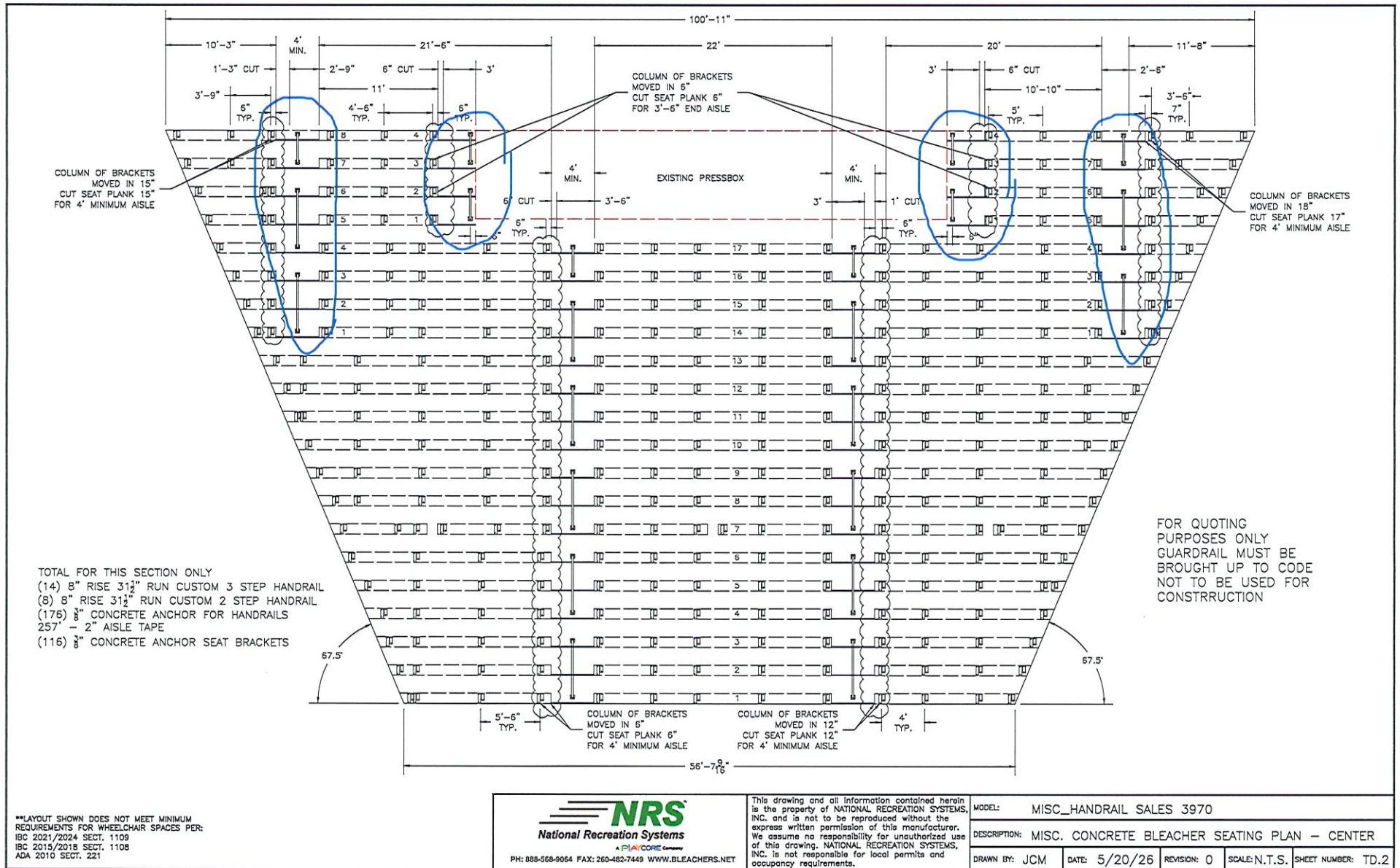
6-24-2026

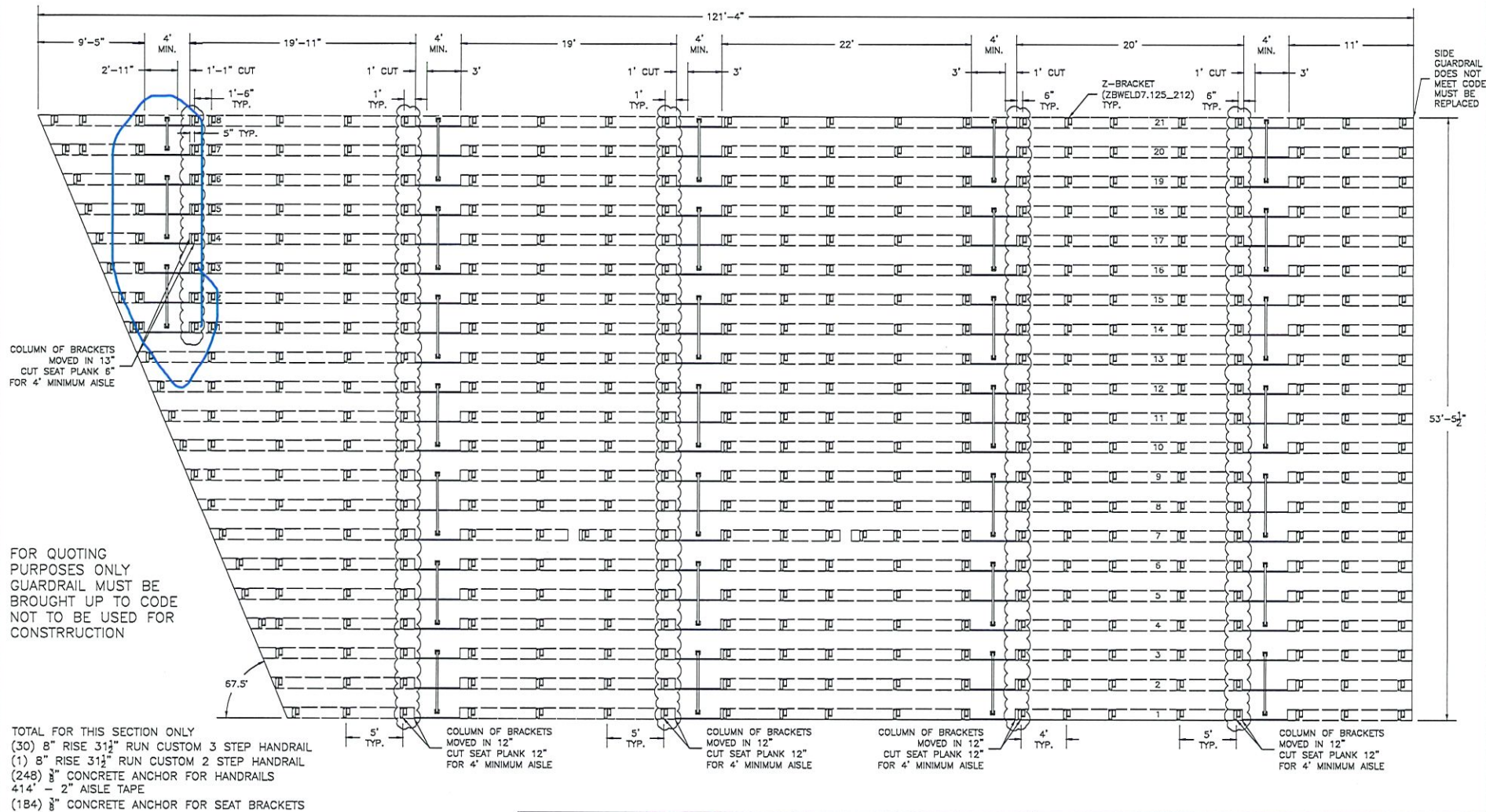
Date:

Mid-States School Equipment Co., Inc.
810C N.W. Main
Lee's Summit, MO 64086
Office: (816) 282-7838 Mobile: (816) 807-5055
Dean Akin – Regional Manager

Phil Welch Stadium Hand Rails for 10 aisles
4 on each end and the 2 leading up to the press box

NRS custom mid-aisle grabrails with hardware
Existing aisles will be widen to 4'
Delivered and Installed Fall 2026: \$49,737.





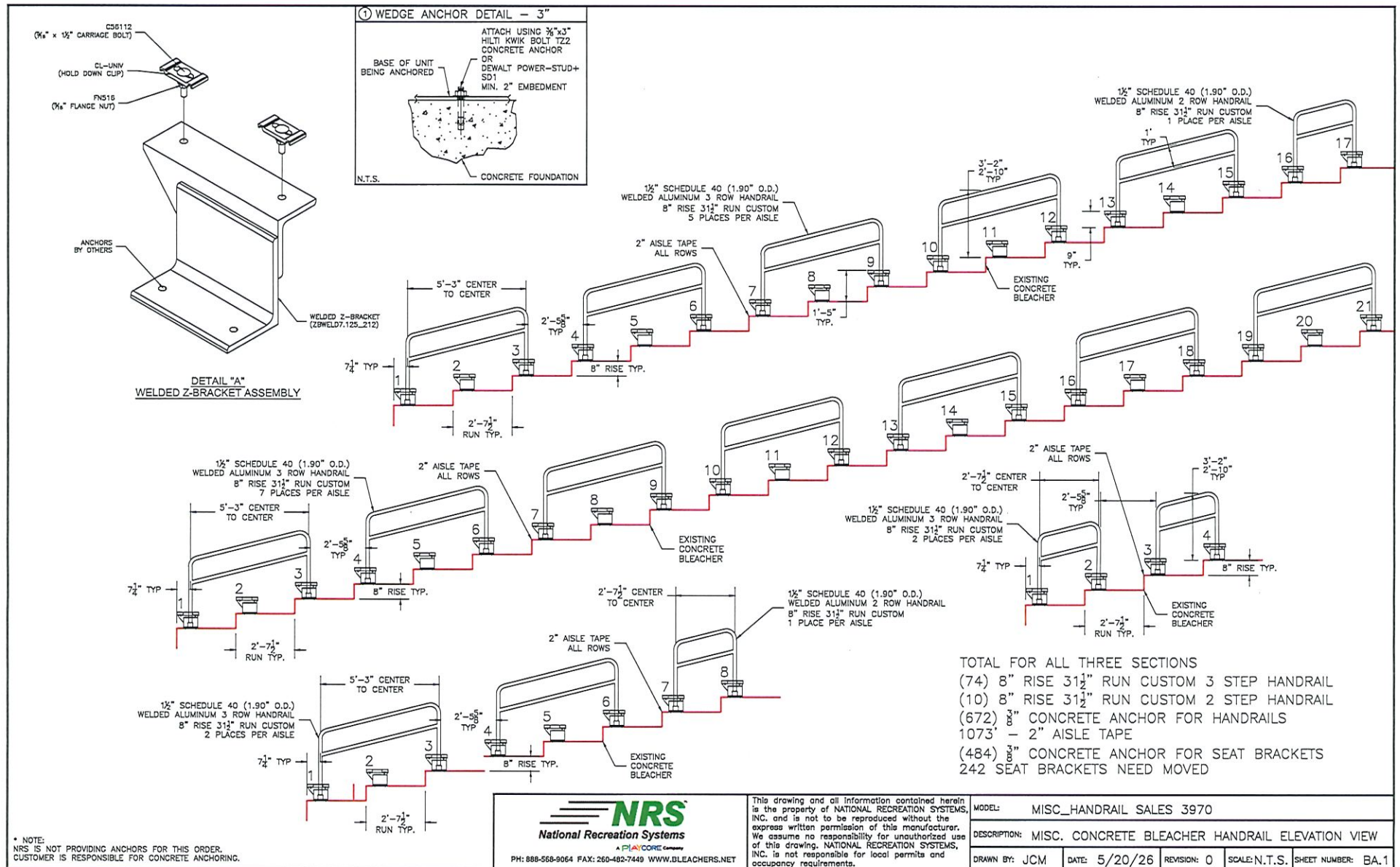
**LAYOUT SHOWN DOES NOT MEET MINIMUM REQUIREMENTS FOR WHEELCHAIR SPACES PER: IBC 2021/2024 SECT. 1109 IBC 2015/2018 SECT. 1108 ADA 2010 SECT. 221



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MODEL:	MISC_HANDRAIL SALES 3970				
DESCRIPTION:	MISC. CONCRETE BLEACHER SEATING PLAN - LEFT				
DRAWN BY:	JCM	DATE:	5/20/26	REVISION:	0
SCALE:	N.T.S.	SHEET NUMBER:	TD.3		



Latha Varghese, PhD, RN, NP-C
Executive Director

James McMillen, MD
Medical Director

Deborah Borchers,
CPA, MBA, MPA,
Operations Director

**Social Welfare Board
DBA Stuber Health Center
Board of Directors**

Rex Robinson, RPh, President
Joseph Elliott
Karen Foley
James McMillen, MD
Nancy Nash
Tom Richmond

Ad Hoc:

Ron Hook, Buchanan County
Commissioner
John Josendale, Mayor, City of
St. Joseph

**Friends of Free Clinic
(FOFC) Board of Directors**

Pam Brock, President
Dwight Scroggins, JD
Vice President
John Wilson, Treasurer
Nancy Nelson,
Secretary
Chloe Fuson
Cassandra Jimenez
Lisa Little
Gail McMillen
Denise Moore
Carol Roever
Tom Russell
Joyce Stroud, OD
Mark Struthers
Carol Walter
Deborah Weems, MD



Social Welfare Board of the County Of Buchanan, Missouri

"Doing Business as Stuber Health Center"

Patee Market Health Center
904 South 10th Street, Ste. A. Saint Joseph, MO 64503
Main 816-233-5188; Fax 816-233-5296



Serving the healthcare needs of the underserved of the City of St. Joseph and Buchanan County since 1913.

Board of Directors Minutes May 26, 2026

Rex Robinson called the May 26, 2026 board meeting to order at 3:00 p.m. from the Rogers' Pharmacy conference room, 3705 N. Belt Highway, St. Joseph, MO.

Board members present: Rex Robinson, Tom Richmond, Dr. McMillen, Nancy Nash, Joe Elliott, and Karen Foley (Absent).

Ad Hoc members/representatives: Debra Bradley (Absent) and Ron Hook (Absent)

Staff present: Latha Varghese and Deborah Borchers

I. **Approval of Minutes:** The minutes of the April 28, 2026 were reviewed. Tom Richmond moved to approve the minutes; Rex Robinson seconded; motion carried.

II. **Old Business:**
None

III. **New Business:**
a. 2026-2027 Budget Review and Approval. 26-27 budget was discussed. Additional changes will be made to the budget and it will be discussed again at the June meeting.
b. **Operational Directors reports**

Financials

- Deborah presented the financials for April. The clinic posted a net income of \$1,509.66 for the month of April. The clinic has a year to date income of \$155,978.96. Joe Elliott moved to accept the financials. Dr. McMillen seconded the motion. Financials filed for audit.
- Deborah reviewed Westside's financials for April. For the month of April, Westside had a year to date income of \$39,706.14.

2026 JUL -1 AM 10:33

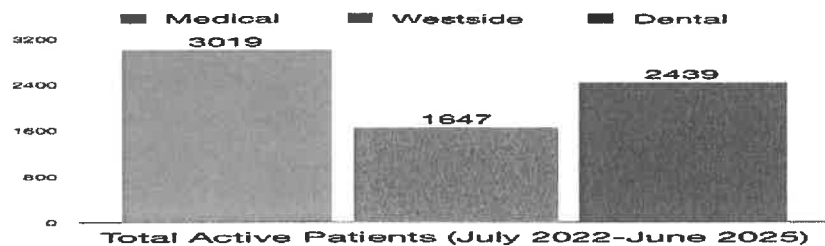
CITY CLERK

c. Strategic Planning 2026-2029 Review and Approval

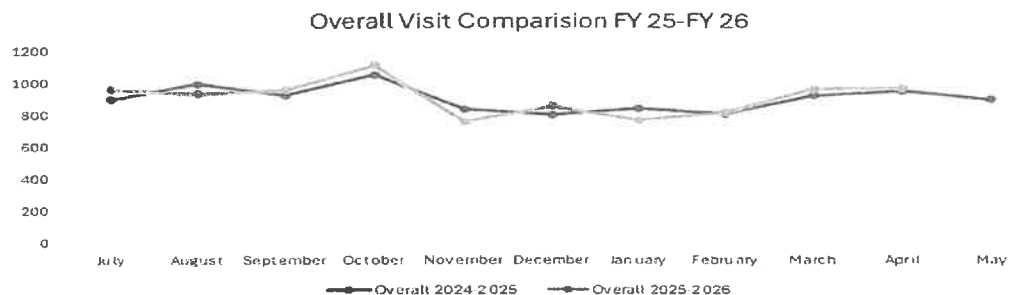
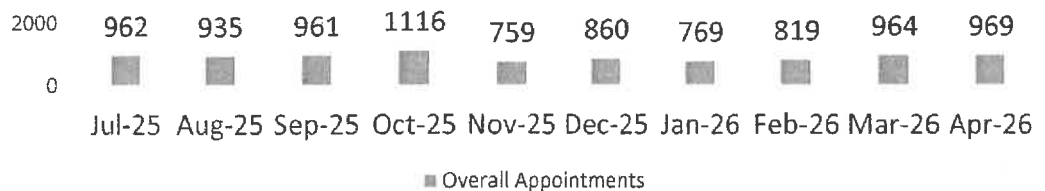
Latha discussed the strategic planning for 2026-2029 focusing on three strategic themes namely, 1. Patient Centered Care 2. Community Collaboration and Partnership and 3. Advocacy. Tom Richmond moved to accept the strategic plan and Rex Robinson seconded the motion. All Board members approved it.

d. Executive Director Report

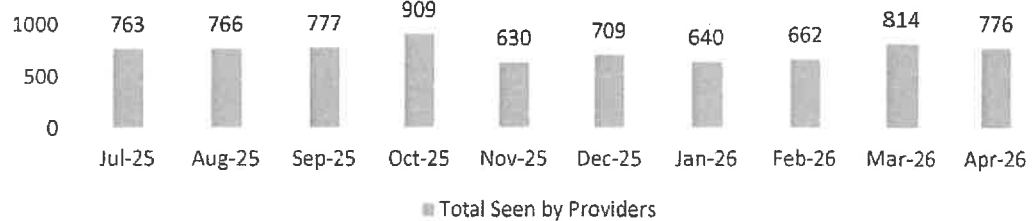
Clinic Statistic



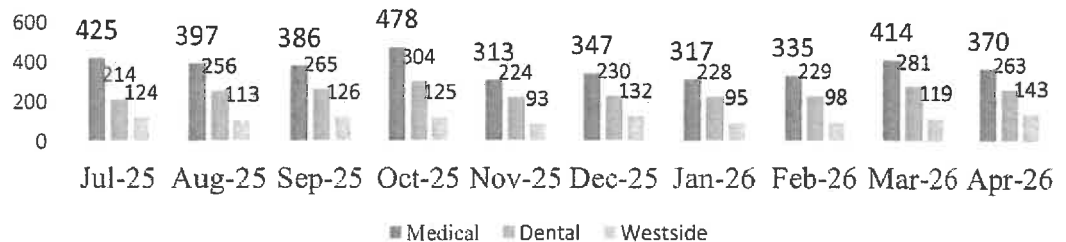
Overall Clinic Patient Appointemnts with Providers, Nurses, CHW, Diabetes Coordinator, Financial Assistance, and Health Coachings (July 2025-April 2026)



Overall Clinic Patient Appointments with Providers (July 2025-April 2026)



Appointments Seen By Providers In Medical, Dental, and Reproductive Health Service Clinic (July 2025-April 2026)



Staffing

- A medical assistant and a community health worker are hired to replace vacant positions and will start in June 2026.
- The County Commission has appointed Tom Richmond to continue serving on the Social Welfare (Stuber Health Center) Board, effective June 1, 2026. He will serve a three-year term, which will expire on May 31, 2029.

Contracts/Grants/Funding support

- Stuber Health Center (SHC) was approved for the Point of Care Enhancing Clinical Effectiveness lab program through Heart-to-Heart Organization. The funding for that lab program (\$40,000) was supported by the United Way of Greater Saint Joseph. This funding will equip SHC with essential point-of-care testing equipment and supplies for an entire year, along with the necessary training to run the program effectively.

- Stuber Health Center is nominated to receive the \$20,000 Bob Schmidt Foundation grant. The grant will fund the marketing efforts for Stuber Health Center by Eagles Communication.

Projects/Collaborations

- The SHC team is now working on implementing the AmeriCares Roadmap and the American Heart Association grant-funded projects in improving hypertension and diabetes management.
- Sage Time clock/payroll/HR was previously approved by the Board in May 2025. The time clock was adopted but the payroll and HR was not implemented due to logistic issues and unsatisfactory response from Sage. As such, we switched the services to ADP. Cost of service is similar to Sage with discounted price for first 2 years costing \$4846.66 annually.
- The team collaborated with Heart-to-Heart and the Housing Authority of the City of Saint Joseph this month in providing mobile women's health clinic service. We provided service for only one client. This low attendance was unexpected, given the extensive marketing by Heart-to-Heart, Housing Authority, and SHC.

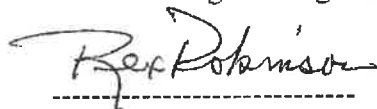
Meetings and Training

- Staff and providers attended the regular monthly meetings as scheduled.

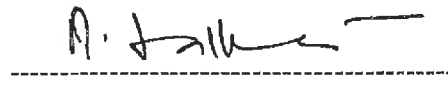
Marketing Strategies/Events

- Latha and Ruth attended the Southside Block Party hosted by the Interserv after school program and shared information about Stuber Health Center and services offered.
- Latha and Rex met with the Eagles Communication to discuss upcoming marketing strategies.
- We distributed 1860 post cards about Stuber Health Center and services offered to the surrounding area using the postal office's door-to-door delivery service.

The following next regular meeting: June 23, 2026.



Rex Robinson, President



Latha Varghese, Executive Director

ST. JOSEPH PUBLIC LIBRARY
Meeting of the Board of Trustees
June 29, 2026, 6:00 p.m., Downtown Library

CITY CLERK
2026 JUL -2 PM 1:58

MINUTES

The Board of Trustees of the St. Joseph Public Library met on June 29, 2026 at 6:00 p.m. at the Downtown Library. Trustees in attendance were Rosetta Ballew-Jennings, Kathie Brunner, Bobbie Cronk, Kate Davison, Harriet Gordon (via Zoom), Jonht Slayden, and LaTonya Williams. Kyla Ward was absent. Library staff in attendance were Jen Caton, Katie Green, Paula Hayward, Maryann Knorr, and Mary Beth Revels.

Rosetta Ballew-Jennings called the meeting to order and the roll call was taken.

Upon review of the May 28, 2026 meeting minutes, **LaTonya Williams moved and Bobbie Cronk seconded that the May 28, 2026 minutes be approved as written. All Trustees in attendance voted “yes”. Motion carried.**

Under the Report of the Treasurer, **Kate Davison moved and LaTonya Williams seconded to approve checks #36159 through #36213, May electronic withdrawals, direct deposits, and journal entries. All Trustees in attendance voted “yes,” and the motion carried.**

Bobbie Cronk presented the May Financial Reports. After some discussion, Mary Beth Revels added that as a whole, the library is ending the fiscal year with more revenue than forecasted and spending less than the total amount budgeted for expenses. **LaTonya Williams moved and Rosetta Ballew-Jennings seconded to accept pages 10-34 of the financial reports as presented. All Trustees in attendance voted “yes,” and the motion carried.**

Bobbie Cronk and Mary Beth Revels presented the 2026-2027 Budget for approval. It was noted that tax revenue should have been broken out onto two lines: one for the permanent tax levy and the other for the levy that sunsets in 2040. A final version of the budget document will reflect that and will be issued once the June financial statements are issued. **Bobbie Cronk moved that it was the recommendation of the Budget Committee to approve the budget, as noted. All Trustees in attendance voted “yes,” and the motion carried.**

Under Reports of Committees, Rosetta Ballew-Jennings updated the Trustees on her work contacting potential new board members. She contacted people who previously expressed interest in joining the Board of Trustees to ensure they were still able to serve. She encouraged anyone who had applied several months ago to reapply with the city and submit at least one letter of recommendation. The Nominating Committee is meeting Thursday, July 9th, 2026 at 6:00 p.m. at East Hills Library.

Under Old Business, Mary Beth Revels presented the Library Projects Overview. The front doors at the Downtown Library are refurbished and GKW Restoration will be adding more grit to the front porch at the library. Mary Beth also discussed the humidity problems affecting the East Hills Library and the upper level at the Downtown Library.

Next in Old Business, Rosie Ballew-Jennings read aloud a Resolution to change the library’s Missouri Local Government Retirement System (LAGERS) benefit level from 1% to

1.25% and institute a 2% employee contribution. Minor changes to the wording of the Resolution were discussed. **Bobbie Cronk moved and LaTonya Williams seconded to approve the Resolution, as amended. All Trustees in attendance voted “yes,” and the motion carried.**

There was no other Old Business.

In New Business, Paula Hayward, Reference Librarian at the Downtown Library presented her plan to create Reader’s Roadmaps to help discover content related to adult nonfiction topics. The first four Reader’s Roadmaps will be America in the Revolutionary Era, Medieval History, Art History, and Ancient Egypt. The roadmaps will be available on the website and as a print document.

Next in New Business, Rosie Ballew-Jennings read the Resolution honoring retiring trustee Jonht Slayden after serving on the Library Board faithfully for three years.

There was no other New Business.

Under the Report of the Director, Mary Beth Revels invited the Board of Trustees to the Annual Friends Dinner and presentation by Dr. Dominic DeBrincat on the Boston Massacre. Mary Beth also reported on the success of this year’s Summer Reading Program Kick-off Party.

There was no public comment.

The next meeting will be Thursday, July 23, 2026 at 6:00 p.m., Washington Park Library.

There being no further business, **LaTonya Williams moved and Bobbie Cronk seconded to adjourn the meeting. All Board members in attendance voted “yes.” Motion carried.**

Harriet Gordon
Secretary

ST. JOSEPH PUBLIC LIBRARY
Budget Committee Meeting
June 29, 2026, 5:30 p.m., Downtown Library

CITY CLERK

2026 JUL -2 PM 1:58

MINUTES

The Budget Committee of the Board of Trustees of the St. Joseph Public Library met on June 29, 2026 at 5:30 p.m. at the Downtown Library. Committee members in attendance were Bobbie Cronk, Jonht Slayden, and LaTonya Williams (via Zoom). Kyla Ward was absent. Jen Caton, Katie Green, Maryann Knorr, and Mary Beth Revels were present from the staff.

No one was present from the public or media.

Bobbie Cronk called the meeting to order and the roll call was taken.

Under approval of the minutes, **LaTonya Williams moved and Jonht Slayden seconded to approve the minutes of the April 23, 2026 Budget Committee meeting as presented. All Committee members in attendance voted “yes.” The motion carried.**

Under old business, Mary Beth Revels presented the 2026-2027 budget for discussion and approval. It was noted that the columns entitled “Estimated 2026” and “Actual 2026” will be filled in once the June financial reports are issued. The “Permanent Tax Levy” line included both the Permanent Tax Levy amount and the 2040 Sunset Tax Levy amount. Mary Beth Revels will separate those amounts. **Jonht Slayden moved and LaTonya Williams seconded to recommend to the Board of Trustees that the 2026-027 Budget be approved, as noted. All Committee members in attendance voted “yes”. The motion carried.**

There was no other old business.

There was no new business.

There was no public comment.

The next meeting will be held May 28, 2026 at 5:30 p.m. at the East Hills Library.

There being no further business, **LaTonya Williams moved and Jonht Slayden seconded to adjourn the meeting. All Committee members in attendance voted “yes”. The motion carried.**

Katie Green
Secretary Pro Tempore

TRAFFIC COMMISSION MINUTES

July 8, 2026- 09:00 a.m.

First Floor Conference Room – City Hall

	Name	Members' Term Attendance (mtgs attended-mtgs absent)	End of Current Term of Office
MEMBERS PRESENT:	Dana Stickley	(04 -04)	12/04/2027
	John Mallon	(07-00)	07/08/2027
	Dennis Fetter	(07-01)	03/04/2029
	Brycen Haggard	(05-05)	11/13/2028
MEMBERS NON-PRESENT:	Mike Voltz	(21-04)	06/28/2026
STAFF PRESENT:	Keven Schneider, Deputy Director Chance Gallagher, Director of Public Works Max Schieber, Transportation Planner Jackson Lohman, Transportation Planner Sgt. Patrick Zeamer, Police Department Traffic Division Wayne Byrom, Police Department Traffic Division Jeff Jahoula, Traffic Division Dustin Boydston, Traffic Division Ashley Parker, Recording Secretary		

2026 JUL -9 PM 12:21
 CITY CLERK

Call to Order.

Dennis Fetter called the meeting to order at 09:00 a.m.

Item 1- Approve April 8, 2026, meeting minutes. John Mallon motioned to approve the April 8th meeting minutes, and Brycen Haggard seconded the motion. By general consent, the previous meeting minutes were unanimously approved. **Motion Carried.**

Item 2- Discuss request from St. James School and Public Works to remove parking during school hours along the east side of Pryor, adjacent to the west side of the school, due to children crossing between cars before and after school. Max Schieber prepared a PowerPoint presentation to the Board about the recent requests surrounding St. James School. They reached out to Public Works with some safety concerns. Staff designated it as a school zone and will next install a crosswalk and better signage. Staff is now asking the Traffic Commission to remove parking during school hours, specifically between 2:30 p.m. and 4:00 p.m., because it was witnessed multiple times that kids were crossing in between cars after school. Brycen Haggard motioned to approve the no-parking request and John Mallom seconded the motion. **By general consent, the motion was carried.**

Item 3- Discuss formal request from Brenda Teel to remove parking from one side of the street on S Carriage Drive due to visibility issues when cars are parked on both sides. This request came with a lot of support and opposition from surrounding property owners. While many were in attendance, it was discussed that it's hard to see vehicles coming around the curve due to parking. It was also mentioned that removing parking could cause speeding to increase and push cars closer to driveways, with the potential of drivers receiving tickets. The City's recommendation was to leave parking as-is due to the road being 23 feet wide. The majority of residents

also wanted it to stay the same. Dana Stickley motioned to deny the vacation request and leave as is and John Mallon seconded the motion. **By general consent, the motion was carried.**

Item 4- Discuss formal request from Scrap Management Industries to remove parking on both sides of Lower Lake Road from Stockyards Expressway, east 1,115 feet to Beaver Street which extends through the company's business entrance, this is due to trucks blocking access to get into the property.

Larry Goldberg with Scrap Management Industries explained that a few times a year, for weeks at a time, the truck staging area for the surrounding companies becomes full, forcing trucks to park along the street by his business. When this happens, you cannot get to his business entrance. The City also recommended this and said it was also a safety hazard. Although, it was discussed that if parking was removed, this would put trucks back to parking on Stockyards Expressway, which they can't do either. However, it was advised by staff that a 90-day trial could be performed to see how it goes. Brycen Haggard motioned to do a 90-Day No-Parking trial period and John Mallon seconded the motion. **By general consent, the motion was carried.**

With no other items on the agenda and no other public comment, Dana Stickley motioned that the meeting be adjourned, and Brycen Haggard seconded. **Meeting Adjourned.**

Next regularly scheduled Traffic Commission meeting: August 12, 2026

Minutes respectfully submitted.

/s/ Ashley Parker

Ashley Parker, Recording Secretary

**Minutes of the Meeting of the Housing Authority
of the City of St. Joseph**

A meeting of the Housing Authority Board of Commissioners was held on Thursday, May 21, 2026, at 4:00p.m. at 2902 So. 36th Street.

The meeting began with a roll call, in attendance were the following;

Commissioners: Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross

Staff: Jeff Penland, Leslie McQueen, Vicki Rowland, Donna Wilson and Kendra Sands

Absent was: Commissioner Lindsey Bernard

The minutes from the April 16, 2026 meeting were approved.

New Business

Resolution #1100

A Resolution of the Housing Authority of the City of St. Joseph, Missouri authorizing the sale of the property located at 2811 South 36th Street to the St. Joseph Housing Corporation for the purchase price of \$150,000.00 for the Development of Low-Income Affordable Housing.

Commissioner Paulette Million made motion to approve Resolution #1100, Commissioner Robin Kilgore seconded the motion and the following vote was recorded;

Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross

Nays: None

Abstentions: None

CITY CLERK
2026 JUL 14 AM 11:28

Resolution #1101

Resolution approving the charging off of a Collection Loss in the amount of \$124.80, for the purpose of financial accountability of past due accounts of tenants who are no longer occupying a unit under the jurisdiction of the Housing Authority.

Commissioner Robin Kilgore made motion to approve Resolution #1101, Commissioner Paulette Million seconded the motion and the following vote was recorded;

Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross

Nays: None

Abstentions: None

Resolution #1102

Resolution to write off all checks for the Voucher Program and Public Housing Programs which are 90 days outstanding. The outstanding checks for the Voucher Program is \$575.00 and \$81.00 for the Public Housing Programs totaling \$656.00.

Commissioner Paulette Million made motion to approve Resolution #1102, Commissioner Leslie Ross seconded the motion and the following vote was recorded;

Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Leslie Ross

Nays: None

Abstentions: None

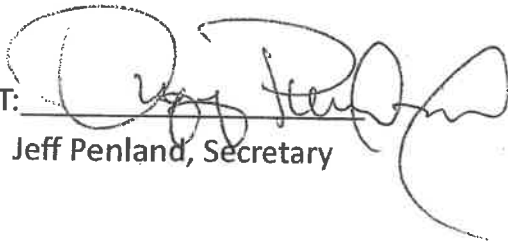
The Occupancy Reports and the Financial Reports for the Voucher Program and Public Housing Programs were reviewed.

There was no further business to discuss, Commissioner Paulette Million made motion to adjourn and Commissioner Robin Kilgore seconded the motion and the meeting was adjourned.

A handwritten signature in black ink, appearing to read "Michael Barnes", written over a horizontal line.

Michael Barnes, Chairman of the Board

ATTEST:

A handwritten signature in black ink, appearing to read "Jeff Penland", written over a horizontal line.

Jeff Penland, Secretary

COUNCIL WORK SESSION MINUTES

**July 6, 2026 – 4:00 p.m.
4th Floor Conference Room - City Hall**

A Council work session was held to discuss the following items:

1. Survey Guided Action Plan Progress Update from the Health Department.
2. General discussion concerning items on the City Council regular meeting agenda.

Attending: Mayor Larry Miller and Councilmembers Collin Clibon, Madison Davis, Jason Eslinger, Russell Moore, Randy Schultz, Andy Trout and Gary Wilkinson.

Mike Schumacher, City Manager; Dawn Lanning, Assistant City Manager; Josh Emberton and Jason Soper, City Attorneys; Nikki Poirier, Finance Director; Debra Bradley, Health Director; Jeff Atkins, Parks & Recreation Director; Laurie Thompson, General Services Director; Kaycee Garton, City Clerk; Jende Smith, Deputy Director of Recreation; Kendra Bundy, Assistant Health Director; Jessica Kozol, Communications & Community Engagement Manager; Ed Schilling, Multimedia Planner; Heidi Eggers, Business Liaison; Holly Bowie, Animal Control & Rescue Manager; Lesley Kearnes, Health Administrative Supervisor; Kristi Billings, Interim Clinic Supervisor; Jacy Brooks, Executive Admin. Assistant; and Latisha Little, Deputy City Clerk.

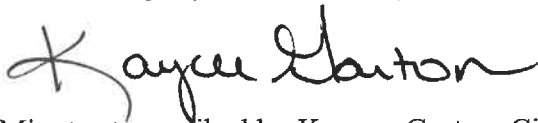
Mayor Larry Miller called the meeting to order at 4:00 p.m.

1. Debra Bradley provided a PowerPoint presentation regarding the Survey Guided Action Plan Progress Update from the Health Department. (attached) Councilmember Moore mentioned that Gary Roach requested naming rights for the new animal shelter. Schumacher mentioned that there is a formal process for to follow for that request.

2. City Manager Mike Schumacher invited the Council to ask questions on any items on the regular meeting agenda. Councilmember Moore mentioned that he would be removing the ordinance vacating the streets and alleyways off Stockyards Expressway and Florence Road from the Consent Agenda. He had concerns regarding the only resident remaining in that area and the zoning. They requested zoning information before the meeting.

Councilmember Clibon mentioned the ordinance requesting additional parking along Southwest Parkway from the St. Joseph School District that's on the agenda for first reading. He expressed concerns over large oak trees that would have to be removed according to the current plan. Schumacher mentioned that Parks Department is actively engaged with the school district in the design to see if we can split the parking to save those trees.

The meeting adjourned at 4:28 p.m.

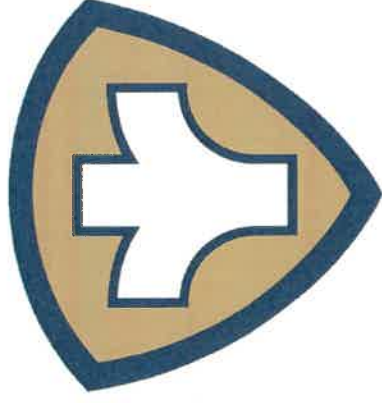


Minutes transcribed by Kaycee Garton, City Clerk

City Council:

Health Department Update on Strategic Goals

July 6, 2026



Public Health
Prevent. Promote. Protect.

**City of St. Joseph
Health Department**

City of
St. Joseph
Missouri

Strategic Goals:

1. Increase vaccination rates in school-aged children
2. Participate in the Community Safety & Health Fair
3. Minimize risk to others by installing a sharps containment box
4. Continue to address the impact of substance use on the community through the distribution of Opioid Settlement Funding
5. Reduce the number of animals held in the shelter

Increase Vaccination Rates in School-aged Children

- Planning meetings were held with the St. Joseph School District and Mosaic Life Care
- Vaccine clinics were scheduled for the (4) middle schools and (3) high schools to target required vaccinations for 8th and 11th graders.
- Vaccine clinics were held in March and April 2026
- Results:
 - Youth vaccinated: 99 students
 - Vaccines provided: 160 total

Participate in the Community Safety & Health Fair

1. Planned the spring outreach event for June 6th at John Lucas Park
2. 18 agencies represented, many had several staff attend
3. Animal Services provided free microchips and goodies (animal care items, blankets, snacks, etc.)
4. Clinic Services provided harm reduction resources and free STI testing vouchers
5. Community Health provided handouts and marketing giveaways
6. WIC staff provided education and translation services
7. Limited citizen participation
8. Lessons learned

Minimize risk to others due by installing a sharps container.

- **Leadership St. Joseph through United Way**, proposed the idea of putting safe sharps containment boxes in the community
- They met with **City** and health department leadership for buy-in
- **Health Department** identified grant funding to cover the cost of the containment box
- **Community Missions Corp.** identified a location
- **Public Works** staff installed the box
- **Health Department** staff will maintain the box

Continue to address the impact of drug use on the community through the distribution of Opioid Settlement Funding

- Applications for annual funding were received in the spring of 2026.
- OSF Review Board met to allocate funding in May 2026
- Once agreements have been signed by the awarded agency, and the County Commission, they will be presented to council in July for FY27 funding
- Funded Agencies:
 - Buchanan County Sheriff's Office
 - Community Missions
 - Pentecostals of St. Joseph's Celebrate Recovery
 - St. Joseph Fire Department
 - The Samaritan Center
 - The Unforgotten Project
 - Youth Alliance

Continue to address the impact of substance use on the community, other harm reduction activities

1. Installed a Narcan dispenser in the lobby of Patee Market Health Center. The box dispenses Narcan, condoms, and fentanyl test strips to the public, free of charge. It is restocked weekly.
2. Supplied (4) area hotels/motels with condoms and several boxes of Narcan. All St. Joseph lodging establishments were contacted but many declined harm reduction supplies.

Reduce animal occupant load by 10% through community and pet owner education.



Pet Pantry:

- Designed to share donated food to help keep pets in their homes
- Held twice a month
- grew 200 lbs. in Feb. to approximately 1,300 lbs. the last couple months.
- Grown in popularity



Outreach:

- Animal Services staff provide outreach events several times per month, collaborating with FOTAS volunteers for assistance
- FOTAS provide low cost and free adoption events when census is high



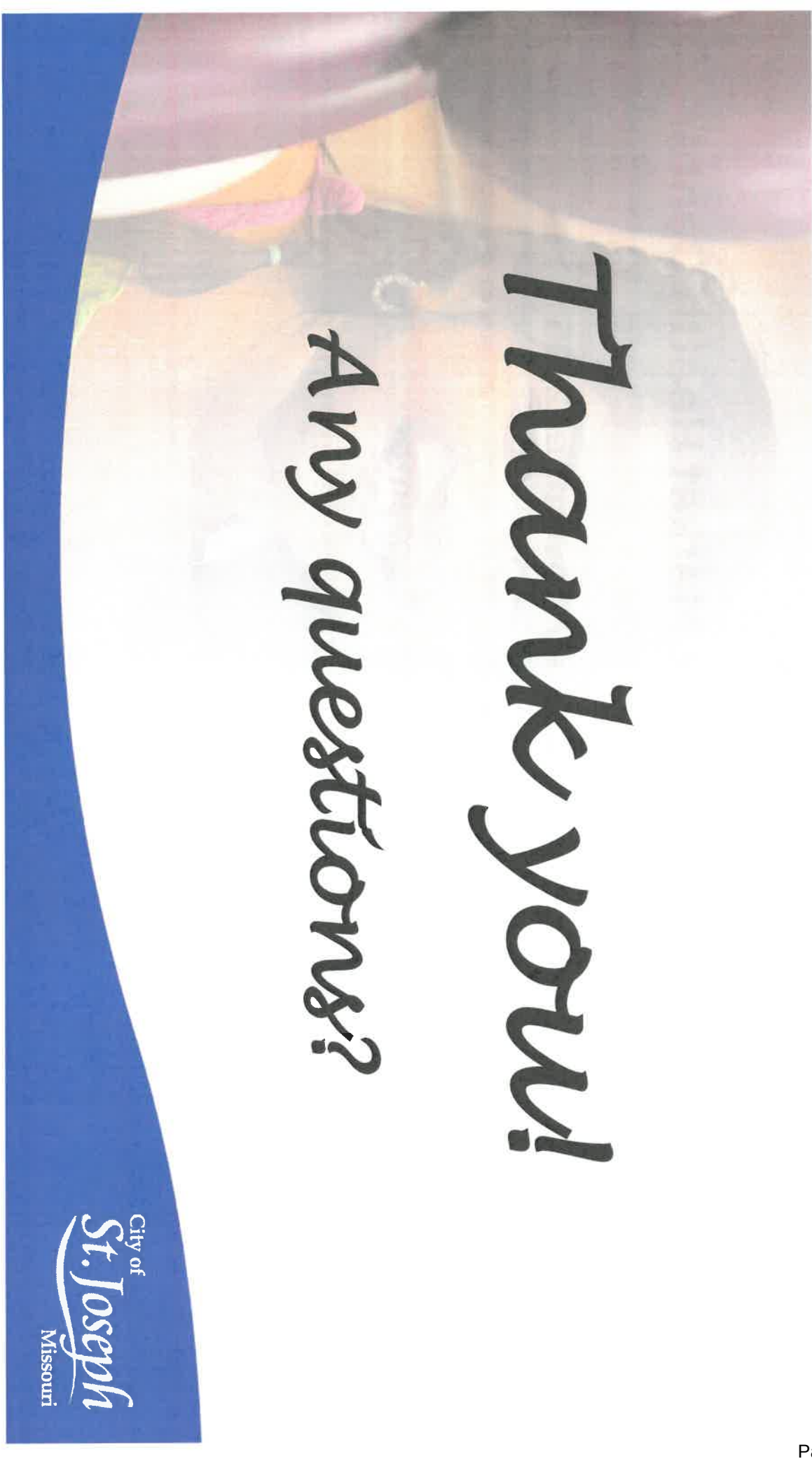
New Shelter:

- Scheduled to open later this summer
- In final stages of completion

Capital Improvements at Patee Market Health Center

1. ADA entrance ramp completed November 2025
2. Parking lot resurfacing completed June 2026
3. Exterior doors **to be completed September 2026**
4. Sidewalk repairs **schedule yet to be determined**

These projects are funded through the 2019 CIP sales tax initiative.



Thank you!

Any questions?

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: St. Joseph Municipal		Reporting Period: Jun 1, 2026 - Jun 30, 2026	
Mailing Address:					
Physical Address:		County: Buchanan County		Circuit: 05	
Telephone Number: (816)2714686			Fax Number:		
Prepared by: Joanie Geesing			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		80	4,183	1,647	
B. Cases (citations/informations) filed		6	594	201	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	1	7	
3. court/bench trial - NOT GUILTY		0	1	2	
4. plea of GUILTY in court		13	585	136	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	132	14	
6. dismissed by court		0	0	4	
7. <i>nolle prosequi</i>		1	137	43	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		14	856	206	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		72	3,921	1,642	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	311	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	214	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,693				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: St. Joseph Municipal	Reporting Period: Jun 1, 2026 - Jun 30, 2026
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$40,437.16	Appointed Counsel Fund	\$168.75
Clerk Fee - Excess Revenue	\$6,095.80	Court Automation	\$4,727.53
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$205.05	Law Enf Arrest-Local	\$2,359.50
Bond forfeitures (paid to city) - Excess Revenue	\$1,755.00	Overpayment	\$3.00
Total Excess Revenue	\$48,493.01	Overpayment-E/R	\$20.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Overpayments Detail Code	\$193.50
		Total Other Disbursements	\$7,472.28
Fines - Other	\$9,984.50	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$79,835.66
Clerk Fee - Other	\$1,333.20	Bond Refunds	\$2,236.00
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$506.56	Total Disbursements	\$82,071.66
Peace Officer Standards and Training (POST) Commission surcharge	\$675.38		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$4,815.38		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$44.85		
Law Enforcement Training (LET) Fund surcharge	\$1,344.50		
Domestic Violence Shelter surcharge	\$2,702.50		
Inmate Prisoner Detainee Security Fund surcharge	\$1,349.50		
Restitution	\$50.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,064.00		
Total Other Revenue	\$23,870.37		

Municipal Division Summary Reporting

5th Judicial Circuit - Buchanan County - St. Joseph Municipal Division

I. COURT INFORMATION

Reporting Period:		
June	2026	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
411 Jules Street, Lower Level St. Joseph, MO 64501	410 Jules Street, Box 10 St. Joseph, MO 64501	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 271-4686	(816) 271-4761	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
Joanie Geesing	joanie.m.geesing@courts.mo.gov	David Schmitt, Laura B Chavez

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		0	0	0
B. Cases (citations / informations) filed				
C. Cases (citations / informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court / bench trial - GUILTY		0	0	0
3. court / bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)		0	0	0
6. dismissed by court		0	0	0
7. nolle prosequi		0	0	0
8. certified for jury trial (not heard in the Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	0	0
D. Cases (citations / Informations) pending at end of month [pending caseload = (A + B) - C9]		0	0	0
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 5th Judicial Circuit - Buchanan County - St. Joseph Municipal Division	Reporting Period: June - 2026
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III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	0	Does court staff process parking tickets? No	
2. # Served/withdrawn during reporting period:	28	1. # Issued during reporting period:	
3. # Outstanding at end of reporting period:	49		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$0.00
Clerk Fee – Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$0.00
Clerk Fee – Other	\$0.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: No	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
Total Other Revenue	\$0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
n/a	\$0.00
Total Other Disbursements	\$0.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
Bond Refunds	\$0.00
Total Disbursements	\$0.00

**Bi-Monthly Board Meeting
St. Joseph Museums, Inc.
3406 Frederick Avenue
St. Joseph, Missouri 64506
In Person and via Zoom
May 21, 2026– 4:00 p.m.**

2026 JUL -6 AM 8:00
CITY CLERK

1) Call to Order

President Gary Wilkinson called the meeting to order at 4:03 p.m.

- a. **Trustees Present:** Gary Wilkinson; Chares Schwichtenberg; Lance Rich; Hannah Parks; Kathy Tootle-Ames; Donna Jean Boyer; Drew Brown; Dr. Angela Haas; Susan Kimberlin; Jackie Lewin; Emily Lindsay; Michelle Schaup; Shirley Ward-Major; Marshall White; and Tona Williams
- b. **Trustees Absent:** Scott Clark; Israel Alejandro Garcia Garcia; Paul Gatewood; Dr. Abha Havaladar; Steve McCamy; JD Soil; and Randy Schultz
- c. **Also Present:** Executive Director Sara Wilson; Financial Services Administrator Anita Sontheimer; Membership/Visitor Services Delores Rockett; and Diane Waddell

2) Approval of March 19, 2026, Bi-Monthly Board Minutes, and April 16, 2026, Executive/Finance Committee Minutes

Gary Wilkinson stated that the minutes of March 19, 2026, Bi-Monthly Board Meeting and the April 16, 2026, Executive/Finance Committee was emailed and made available for the trustees.

Drew Brown made a motion to accept March 19, 2026 Bi-Monthly Board Minutes and April 16, 2026, Executive/Finance Committee Minutes as written. Marshall White seconded the motion and the motion passed unanimously.

3) Financial Reports -Sara Wilson and Hannah Parks

Rentals revenue reached \$8,805, showing significant increase over last year with focused efforts from Jerred Hardin

Tax receipts now distributed monthly at approximately \$30,000 per month from the city, improving financial stability

Membership dues at \$37,232, meeting the annual budget of \$37,000

Admissions exceeded budget by \$2,666

Gift shop sales reported at \$76,264 but actual figure is estimated at \$13,500 below budget due to misclassified Missouri Humanities Council funds

Frederick Avenue utilities at \$9,268, over budget due to solar panels being non-operational for four months

Investment returns: \$101,147 year-to-date, compared to \$55,000 at same time last year

Salary savings of approximately \$32,000 compared to previous year due to staff restructuring

Operational deficit is ongoing despite positive investment performance

Discussion followed.

4) Financial Services Update-

Anita Sonthimer's retirement scheduled for June 5

- Zachary Grier was hired as replacement, starting Tuesday, May 26, 2026
- Zachary is currently employed at local bank, previously gave two weeks' notice. Zach's strengths include technological savvy and videography skills. Delores Rockett assumed membership duties from Anita, as well as responsible for meeting minutes, agendas, and related administrative tasks

Implementing new accounting program integrated with salesforce.com and bill.com for automated bill payment and receivables

- AI coding system handling approximately 90% of bill processing work

- Initial data sync between bill.com and QuickBooks revealed approximately 20 old invoice errors requiring manual correction
- 90% of sync errors already resolved, with 3-4 remaining to fix
- Charles assisting with system setup and overtime work
- New access granted to Director, Charles (board CPA), third-party accountant, and new financial services staff for shared QuickBooks visibility

5) Committee Reports-

Building & Grounds Committee-Sara Wilson

Sara Wilson reported the following:

- Met with Steve McCamy regarding Hillyard storage facility
- Off-site storage needs approximately 10,000 square feet for furniture and bag storage
- Architect consulted and walked the property
- Proposal range: \$3,000-\$5,000 for initial architectural drawings
- Plans to present concept at annual meeting on July 2, ahead of 100th anniversary
- Existing plans from Clark Hampton era reviewed as reference
- Options requested: conservative single-building storage versus full museum entrance with additional features
- Steve McCamy and Larry Singer volunteer to assist with planning process

Black Archives Museum and Juneteenth Celebration Committees-Gary Wilkinson

- Juneteenth play at Missouri Western scheduled for June 13-14 at 6:00 PM and 5:30 PM respectively
- Juneteenth Gala at Bartlett Center on June 19 at 5:30 PM
- Juneteenth parade on June 20 as final event for St. Joseph Museums before Midtown Initiative transition

Funding/Social Events Committee-Lance Rich

Lance Rich reported the following:

- Wyeth-Tootle Mansion renovations are progressing with grooms' rooms now open for weddings
- Murder Bus tour repeated in July with 127 tickets already sold
- Murder at the Asylum event on July 2 needing additional ticket sales
- Rewind fundraiser themed "Time Traveling to the Frog Hop" scheduled with approximately 100 tickets sold
- Goal to sell additional 20 tickets; several board members still need to purchase
- Sponsorship goal of \$10,000 already achieved
- Cape Cod trip in August already capped, second trip added
- Glore After Hours events planned in conjunction with World Cup activities
- Annual membership meeting on July 2
- Historic pipe organ tour planned for October 24 with grant from Morton Foundation

Membership Committee-Hannah Parks

Hannah Parks reported the following:

- 230 active members currently
- Breakdown by tier: 49 NARM members, 23 sponsors, 10 historians, 8 curators, 2 community business sponsors, 4 career business sponsors, 2 director business sponsors
- Member exclusive event scheduled for tonight with additional events planned for July, September, and November
- Membership drives ongoing at all major events

Programming Committee-Shirley Ward-Major and Emily Lindsay

Shirley Ward-Major reported the following:

- Emotional Toolbox program ongoing
- Native American beading workshop scheduled with YWCA in June
- Psychology social hour featuring Michael Uram (via Zoom) on psychosomatic disorders with follow-up mini course
- Early Learning Center transitioning from 5 days/full day to 4 days/half day
- Forensic workshop scheduled for Nebraska advanced students
- Grants received for organ crawl and Early Learning Center supplies
- Teen engagement initiatives including reading area at Wyeth-Tootle Mansion requiring clean pillows and blankets
- High school volunteer recruitment planned for beginning of school year
- New Jewish history exhibit created by Lafayette students under Brooke Rich's direction, receiving strong media response
- Scanning of Eckel Collection ongoing with presentation planned by Sarah Ben-Ezra

Collection Committee-Angela Haas

Angela Haas reported the following:

- Buffalo head mount received and installed
- Time capsule from City Hall accepted
- Eckel Collection scanning project ongoing
- NAGPRA compliance matters addressed at previous meeting

Donation lists dated February 27 and April 3, 2026. Angela Haas made the motion to approve. Lance Rich seconded it. It was approved.

Marshall White has donated a printer's wood block of Abraham Lincoln.

6) Report of the Executive Director-Sara Wilson

Sara Wilson reported the following:

- 100th anniversary committee to meet at 3:00 PM following initial scheduling discussion
- Return to Work volunteer program averaging over 5 participants with strong performance
- Three summer interns currently assisting, potential for two additional interns
- Mayor attended recent executive committee meeting
- City contract discussion: one-year rollover option under consideration, longer five-year contract to be pursued next year
- Mayor expressed interest in bringing grandchildren and serving as city liaison
- Sarah Ben-Ezra successfully wrote grants from Junior League for ELC, and Missouri Humanities Council for St. Joseph curriculum development

7) Report of the President-Gary Wilkinson

Gary Wilkinson will let us know who the representatives will be for the City Council.

8) Old Business

No Old Business

9) New Business

No New Business

10) Adjourn

The meeting adjourned at 4:46 pm

Respectfully Submitted

Delores Rockett, Membership/Visitor Services
St. Joseph Museum, Inc.

**City of St. Joseph Human Resources Department
MONTHLY ACTIVITY REPORT w/ OPENINGS**

June 2026 New Hires

Full Name	Hire Date	Department	Division	Job Title	Status Type	Rate	Salary	FLSA Status	Employee Type
REGULAR F/T & P/T									
Elkins, Lexis	06/01/2026	Health	Animal Services	Animal Control Officer	FT	\$18.743757	\$38,987.01	Hourly Non Exempt	Regular
Brouhard, MaryGrace	06/01/2026	Finance	Accounting	Revenue Accountant	PT	\$1,923.080000	\$50,000.08	Hourly Non Exempt	Regular
Turner, Falcon	06/01/2026	Parks & Rec	Nature Center	Clerk	PT	\$15.000000	\$23,400.00	Hourly Non Exempt	Regular
Sperry, Jazmine	06/01/2026	Parks & Rec	Rec Center	Activity Room Attendant	PT	\$15.000000	\$23,400.00	Hourly Non Exempt	Regular
Green, Lindsey	06/01/2026	Legal	Legal	Legal Assistant	FT	\$21.000000	\$43,680.00	Hourly Non Exempt	Regular
Knowles, Kayten Breanne	06/15/2026	Police	Police	Emergency Services Trainee	FT	\$19.380807	\$40,312.08	Hourly Non Exempt	Regular
Hutcherson, Chrystal Jean	06/15/2026	Parks & Rec	Senior Center	Cooks Assistant	PT	\$15.450000	\$24,102.00	Hourly Non Exempt	Regular
Reyna, Landon Scott	06/15/2026	Fire	Fire	Firefighter	FT	\$18.357639	\$53,457.44	Hourly Non Exempt	Regular
Weber, Harold luther	06/22/2026	Public Works	Landfill	Heavy Equ. Operator	FT	\$23.295826	\$48,455.32	Hourly Non Exempt	Regular
Freeman, Maurice	06/29/2026	Public Works	Streets	Laborer	FT	\$16.809799	\$34,964.38	Hourly Non Exempt	Regular
Williams, Jacob Andrew	06/29/2026	Public Works	WPC	Plant Operator	FT	\$19.788875	\$41,160.86	Hourly Non Exempt	Regular
Wheeler, Rachael	06/29/2026	Police	Civilian	Asst. Comm. Manager	FT	\$37.330829	\$77,648.12	Hourly Non Exempt	Regular
Gonzalez, Kimberly	06/29/2026	Police	Police	Emergency Services Trainee	FT	\$19.380808	\$40,312.08	Hourly Non Exempt	Regular
Alders, Zane Allen	06/29/2026	Public Works	Streets	Laborer	FT	\$16.399784	\$34,111.55	Hourly Non Exempt	Regular
Bennett, Malique Avion	06/29/2026	Police	Police	Emergency Services Trainee	FT	\$19.380808	\$40,312.08	Hourly Non Exempt	Regular
West, Stephanie	06/29/2026	Public Works	Airport	Admin. Assistant	FT	\$18.238428	\$37,935.93	Hourly Non Exempt	Regular
Duree, Taylor Eugene	06/29/2026	Police	Police	Emergency Services Trainee	FT	\$18.816320	\$39,137.95	Hourly Non Exempt	Regular

SEASONAL P/T & TEMPORARY

Wahler, Syrus Steven	06/01/2026	Parks & Rec	Park Maintenance	Seasonal Laborer	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Stallworth, Jacob Kaelin	06/01/2026	Parks & Rec	Park Maintenance	Seasonal Laborer	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Funk, Brenden Daniel	06/01/2026	Parks & Rec	Park Maintenance	Seasonal Laborer	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Hendrix, Joseph Wayne	06/08/2026	Parks & Rec	Park Maintenance	Seasonal Laborer	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Pfister, Ty Arlan	06/15/2026	Parks & Rec	Aquatic	Cashier	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Trump, Jace	06/23/2026	Parks & Rec	Aquatic	Cashier	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal

June 2026 Terminations

Full Name	Hire Date	Term Date	Department	Division	Job Title	Status Type	Hourly Rate	Salary	FLSA Status	Employee Type
REGULAR F/T & P/T										
Bradford, Anthony	11/03/2025	06/01/2026	Public Works	Streets	Building Maintenance Tech	FT	\$16.772120	\$34,886.01	Hourly Non Exempt	Regular
Smillie, Kindra	04/06/2026	06/02/2026	Parks & Rec	Rec Center	Receptionists	PT	\$15.000000	\$23,400.00	Hourly Non Exempt	Regular
Warren, Dakota Edwin	02/09/2026	06/03/2026	Health	Animal Services	Animal Care Specialist	FT	\$18.743750	\$38,987.00	Hourly Non Exempt	Regular
Shoemaker, Cameron J	02/10/2014	06/04/2026	Police	Police	Police Officer	FT	\$33.559138	\$69,803.01	Hourly Non Exempt	Regular
Waldenville, Scott	12/15/2025	06/05/2026	Finance	Accounting	Budget & Financial	FT	\$2,307.690000	\$59,999.94	Salary Exempt	Regular
Betts, Jason Wade	10/09/2023	06/05/2026	Public Works	WPC	Assistant Environment SVC Super	FT	\$26.808053	\$55,760.75	Hourly Non Exempt	Regular
Payne, Masan	01/04/2021	06/05/2026	General Services	Building Maintenance	Maintenance Technician	FT	\$21.630000	\$44,990.40	Hourly Non Exempt	Regular
Teschner, Nancy	03/04/2002	06/08/2026	Legal	Legal	Legal Assistant	FT	\$24.888028	\$51,767.10	Hourly Non Exempt	Regular
Hamrick, Hunter	01/26/2026	06/10/2026	Public Works	Landfill	Landfill Heavy Equ. Operator	FT	\$20.337019	\$42,301.00	Hourly Non Exempt	Regular
Crockett, Casey D	03/19/1990	06/12/2026	Fire	Fire	Fire Inspector	FT	\$44.281785	\$92,106.11	Hourly Non Exempt	Regular
Stoll, Jeffrey A	01/22/1991	06/12/2026	Fire	Fire	Fire Captain	FT	\$44.281720	\$92,105.98	Hourly Non Exempt	Regular
O'Connor, Patrick W	10/26/1998	06/12/2026	Fire	Fire	Fire Captain	FT	\$31.732870	\$92,406.12	Hourly Non Exempt	Regular
Schildknecht, Darrel E	03/06/1989	06/13/2026	Fire	Fire	Fire Captain	FT	\$31.629845	\$92,106.11	Hourly Non Exempt	Regular
Molloy, Clifton G	07/25/1994	06/13/2026	Fire	Fire	Fire Captain	FT	\$31.629842	\$92,106.10	Hourly Non Exempt	Regular
Jackson, Brian W	06/29/1998	06/14/2026	Parks & Rec	Parks Administration	Superintendent of Parks	FT	\$3,021.71	\$78,564.46	Salary Exempt	Regular
Evans, Trinita Nicole	11/17/2025	06/14/2026	Police	Civilian	Comm. Operator	FT	\$22.065865	\$45,897.00	Hourly Non Exempt	Regular
Keith, Kaidon Hunter	05/18/2026	06/16/2026	Public Works	WPC	Maintenance Tech.	FT	\$18.743750	\$38,987.00	Hourly Non Exempt	Regular
Orozco, Kimberly D	01/20/1998	06/19/2026	Finance	Accounting	Accounts Payable Tech.	FT	\$28.163770	\$58,580.64	Hourly Non Exempt	Regular
Green, Lindsey Nicole	06/01/2026	06/25/2026	Legal	Legal	Legal Assistant	FT	\$21.630000	\$44,990.40	Hourly Non Exempt	Regular

Patton, Gail Roxanne	03/31/1977	06/26/2026	Public Works	Airport	Admin. Assistant	FT	\$25.386807	\$52,804.56	Hourly Non Exempt	Regular
Hughes, Perry A.	01/25/1988	06/26/2026	Public Works	Streets	Field Supervisor	FT	\$35.912042	\$74,697.05	Hourly Non Exempt	Regular
Greiner, Jason S	03/30/1998	06/28/2026	Fire	Fire	Fire Captain	FT	\$32.684856	\$95,178.30	Hourly Non Exempt	Regular
Williams, Jacob Andrew	06/29/2026	06/30/2026	Public Works	WPC	Plant Operator	FT	\$19.788875	\$41,160.86	Hourly Non Exempt	Regular

SEASONAL/PT

Byers, Nathaniel	05/27/2026	06/05/2026	Parks & Rec	Aquatic	Aquatic Intern	PT	\$19.25	\$30,030.00	Hourly Non Exempt	Seasonal
Radtko, Sayler	05/27/2026	06/15/2026	Parks & Rec	Aquatic	Lifeguard	PT	\$16.00	\$24,960.00	Hourly Non Exempt	Seasonal
Whiting, Madilyn	12/04/2025	06/15/2026	Parks & Rec	Rec Center	Referee Adult Volleyball	PT	\$16.00	\$24,960.00	Hourly Non Exempt	Seasonal
Binder, Isaiah Paul	05/27/2026	06/19/2026	Parks & Rec	Aquatic	Lifeguard	PT	\$16.00	\$24,960.00	Hourly Non Exempt	Seasonal
Eaton, Bentley Ray	05/27/2026	06/26/2026	Parks & Rec	Aquatic	Shallow Lifeguard	PT	\$15.50	\$24,180.00	Hourly Non Exempt	Seasonal
Dickmeyer, Brody Reid	04/21/2025	06/29/2026	Parks & Rec	Fairview Golf Course	Golf Concession Attendant	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Gatewood, Parker Lee	03/11/2024	06/29/2026	Parks & Rec	Fairview Golf Course	Golf Course Attendant	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Takacs, John	04/21/2025	06/29/2026	Parks & Rec	Fairview Golf Course	Golf Course Attendant	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Prewitt, Karl Ann	10/24/2022	06/29/2026	Parks & Rec	Rec Center	Fitness Class Instructor	PT	\$16.50	\$25,740.00	Hourly Non Exempt	Seasonal
Bradford, Cade Michael	03/17/2025	06/29/2026	Parks & Rec	Fairview Golf Course	Golf Course Attendant	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal
Meers, Ron	06/27/2022	06/29/2026	Parks & Rec	Fairview Golf Course	Shift Leader	PT	\$15.00	\$23,400.00	Hourly Non Exempt	Seasonal

23-Terminations for June 2026

21-Voluntary Resignation (12-Retire; 0-Better pay/benefits; 1-Better work/life balance; 8-Resigned unspecified;)

2 - Involuntary Termination

Department	Division	Total Number of Positions Budgeted	Current Regular FTE	Current Regular PTE	**Current Openings**
Openings per Department/Division as of June 30, 2026					
Finance	Admin Svc	21	16	2	3
	Municipal Court	7	5	1	1
City Clerk	City Clerk Office	2	2	0	0
City Manager	City Managers Office	4	4	0	0
Civic Facilities	Civic Arena	7	4	0	3
	Remington Nature Center	6	2	4	0
Comm & Pub Engmnt.	Communications	3	3	0	0
Fire	Fire	131	124	0	7
General Services		12	10	0	2
Health Dept	Health/Animal Control	42	38	0	3
Human Resources	HR/Risk Mngmt	4	4	0	0
Legal	Legal	5	5	0	0
Parks & Rec	Bode	5	5	0	0
	Fairview Golf Course	5	4	0	1
	Aquatics	2	0	0	2
	Parks Admin	6	6	0	0
	Parks Maintenance	27	22	0	5
	REC Center	22	3	13	6
	Senior Center	10	4	5	1
Planning & CD	P&CD	20	19	0	1
Police	Communications Oper	19	16	0	3
	Senior Comm Oper.	4	4	0	0
	Civilian	29	25	3	1
	Deputy Police Chief	1	1	0	0
	Police Chief	1	1	0	0
	Police Major	3	3	0	0
	Police Captain	6	5	0	1
	Police Sergeant	22	22	0	0
	Police Officers/Emer. Services	105	90	0	15
Public Works	Aviation	6	6	0	0
	Landfill	24	17	0	7
	Parking	1	1	0	0
	PWA	6	5	0	1
	Recycling	3	2	0	1
	Streets	62	51	0	11
	Sewer Maintenance	28	16	0	12
	Traffic	8	8	0	0
	Water Protection	58	49	0	9
	Transit	1	1	0	0
	Tech	8	8	0	0
Technology					
TOTALS		736	611	28	96

**This list only includes Regular Full Time and Regular Part Time employees, it does not include any seasonal/temp positions.

2026 JUL -7 AM 7:16

CITY CLERK

Programming Committee Minutes

June 9, 2026

PRESENT: Shirley Ward-Major, Susan Kimberlin, Cheri Miles

ALSO PRESENT: Kami Jones (via phone), Sarah Ben-Ezra

Meeting was called to order by Shirley at 1:28 pm

Approval of minutes

Cheri motioned to approve the May 12, 2026 minutes, seconded by Sue; motion carried

Program update - recurring

Emotional Toolbox/Native American beading: There are three Emotional Toolbox programs scheduled for this month - - Synergy, Western Reception Diagnostic Correctional Center (WRDCC) and a private event. Tori and Sara Ben-Ezra will lead a Beading program today for the YMCA out of Kansas City.

Murder parties: Tickets are selling well for Murder parties at the Mansion and at the Asylum for next month. Private Murder Party ticket sales typically start picking up in the fall.

Early Learning Centers: Currently the Museum is evaluating what days will work for ELC programs for the upcoming school year due to the switch in the ELC schedule.

Psychology Social Hour: In late May there was a two part series with Michael Uram who does an on-line course for caregivers for people with mental illness. There were doctors from Johns Hopkins on the session. There will be another session in September. In July, Avery Speaks who suffers from an extreme bipolar condition will be presenting a program regarding how she dealt with these issues as a teenager.

Staff presentations: Jerrad presented a program on Lake Contrary in May. On May 21 Sara Ben-Ezra did a members-only presentation on the scanned Eckel blueprints. Max will be presenting a program in conjunction with our annual meeting in July. Jerrad presented a program on the history of the Mansion for a tour bus today portraying General Duckworth.

Ad Hoc Events

Organ Crawl – Tickets are on sale now for this October event. Sales should pick up closer to the event date.

Grants Update

Curriculum Grant – We haven't purchased the 3D printer/scanner yet as we are waiting until the first of our new fiscal year.

2026 JUN -8 PM 1:10
CITY CLERK

New Grant - Missouri Humanities Council – Sara Ben-Ezra has recently received notice that we have received a \$15K grant from the Missouri Humanities Council for an outdoor educational experience. This is planned to be near the front of the building toward Frederick Avenue. There will be a walking path and there will also have a seating area for outdoor educational programs and experiences. The committee was asked to think about ideas regarding outdoor programming.

Old Business

Juneteenth: Activities are moving forward. Tickets for the play are moving slowly most likely due to the activity being late to finalize.

Brothel Bus: Shirley is continuing her research and has been able to find some good information for this event.

Murder Bus: There are only four tickets left for the July event.

New Programming: Suggestions for new events included centering around the 100th anniversary of the museum and Prohibition. We may focus more on bus tours going forward.

Meeting adjourned at 1:44 pm

Submitted by Cheri Miles

The Center Quarterly Data 2026

	First Quarter (Jan-Mar)	Second Quarter (April-June)	Third Quarter (July-Sept)	Fourth Quarter (Oct-Dec)
Number of Sessions	3,483	3,537		
Total Cash Contributions	102,388.22	87,052.49		
Total Uncompensated Care	238,885.22	202,899.69		
Total Income	382,054.79	410,924.70		
Total Expenses	411,585.89	419,763.10		

Cash Contributions	Jan-Mar	Apr-June
Opioid City –	5733.10	2,305.30
Opioid County –	3555.09	0.00
United Way –	21,249.99	21,249.99
Caring Partners –	20,200.00	102.41
Special Events –	5,491.15	7,461.63
City of St. Joseph-	12,500.00	12,500.00
Buchanan County –	18,750.00	18,750.00
Grants –	559.11	14,000.00
CDBG -	6,049.77	2,270.15
Silent Samaritans –	6,300.00	775.00
Dr. Corder –	2,000.00	7,738.00
Other -	3,745.00	0.00

CITY CLERK
2026 JUL 10 AM 8:31



Missouri Gaming Commission State/Local Allocation of Gaming Revenues

For the Period 6/1/2026 through 6/30/2026
Year beginning 6/1/2026

RPT MGC/3

Gaming Date	Day	Admission Tax Remitted	Gaming Tax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
St Jo Frontier HJ								
06/01/2026	Monday	\$2,846.00	\$23,253.72	\$26,099.72	\$1,423.00	\$20,928.35	\$2,325.37	\$3,748.37
06/02/2026	Tuesday	\$2,674.00	\$18,112.10	\$20,786.10	\$1,337.00	\$16,300.89	\$1,811.21	\$3,148.21
06/03/2026	Wednesday	\$4,144.00	\$21,465.47	\$25,609.47	\$2,072.00	\$19,318.92	\$2,146.55	\$4,218.55
06/04/2026	Thursday	\$3,918.00	\$28,376.08	\$32,294.08	\$1,959.00	\$25,538.47	\$2,837.61	\$4,796.61
06/05/2026	Friday	\$6,138.00	\$53,185.10	\$59,323.10	\$3,069.00	\$47,866.59	\$5,318.51	\$8,387.51
06/06/2026	Saturday	\$5,450.00	\$45,868.69	\$51,318.69	\$2,725.00	\$41,281.82	\$4,586.87	\$7,311.87
06/07/2026	Sunday	\$4,128.00	\$29,342.70	\$33,470.70	\$2,064.00	\$26,408.43	\$2,934.27	\$4,998.27
06/08/2026	Monday	\$2,564.00	\$19,660.76	\$22,224.76	\$1,282.00	\$17,694.68	\$1,966.08	\$3,248.08
06/09/2026	Tuesday	\$2,838.00	\$12,555.53	\$15,393.53	\$1,419.00	\$11,299.98	\$1,255.55	\$2,674.55
06/10/2026	Wednesday	\$3,252.00	\$19,792.32	\$23,044.32	\$1,626.00	\$17,813.09	\$1,979.23	\$3,605.23
06/11/2026	Thursday	\$4,124.00	\$26,906.17	\$31,030.17	\$2,062.00	\$24,215.55	\$2,690.62	\$4,752.62
06/12/2026	Friday	\$5,082.00	\$38,056.13	\$43,138.13	\$2,541.00	\$34,250.52	\$3,805.61	\$6,346.61
06/13/2026	Saturday	\$5,498.00	\$40,908.86	\$46,406.86	\$2,749.00	\$36,817.97	\$4,090.89	\$6,839.89
06/14/2026	Sunday	\$3,382.00	\$27,559.36	\$30,941.36	\$1,691.00	\$24,803.42	\$2,755.94	\$4,446.94
06/15/2026	Monday	\$2,184.00	\$20,672.62	\$22,856.62	\$1,092.00	\$18,605.36	\$2,067.26	\$3,159.26
06/16/2026	Tuesday	\$2,926.00	\$21,863.51	\$24,789.51	\$1,463.00	\$19,677.16	\$2,186.35	\$3,649.35
06/17/2026	Wednesday	\$3,436.00	\$22,402.97	\$25,838.97	\$1,718.00	\$20,162.67	\$2,240.30	\$3,958.30
06/18/2026	Thursday	\$4,484.00	\$34,669.07	\$39,153.07	\$2,242.00	\$31,202.16	\$3,466.91	\$5,708.91
06/19/2026	Friday	\$5,558.00	\$37,314.50	\$42,872.50	\$2,779.00	\$33,583.05	\$3,731.45	\$6,510.45
06/20/2026	Saturday	\$5,598.00	\$50,819.22	\$56,417.22	\$2,799.00	\$45,737.30	\$5,081.92	\$7,880.92
06/21/2026	Sunday	\$4,534.00	\$31,158.19	\$35,692.19	\$2,267.00	\$33,115.82	\$3,115.82	\$5,382.82
06/22/2026	Monday	\$2,230.00	\$14,944.82	\$17,174.82	\$1,115.00	\$13,450.34	\$1,494.48	\$2,609.48
06/23/2026	Tuesday	\$2,360.00	\$22,207.98	\$24,567.98	\$1,180.00	\$19,987.18	\$2,220.80	\$3,400.80
06/24/2026	Wednesday	\$3,582.00	\$31,098.35	\$34,680.35	\$1,791.00	\$27,988.52	\$3,109.83	\$4,900.83
06/25/2026	Thursday	\$4,028.00	\$27,408.10	\$31,436.10	\$2,014.00	\$24,667.29	\$2,740.81	\$4,754.81
06/26/2026	Friday	\$5,380.00	\$45,940.44	\$51,320.44	\$2,690.00	\$41,346.40	\$4,594.04	\$7,284.04
06/27/2026	Saturday	\$5,064.00	\$28,876.91	\$33,940.91	\$2,532.00	\$25,989.22	\$2,887.69	\$5,419.69
06/28/2026	Sunday	\$3,620.00	\$35,673.17	\$39,293.17	\$1,810.00	\$32,105.85	\$3,567.32	\$5,377.32
06/29/2026	Monday	\$2,236.00	\$14,604.99	\$16,840.99	\$1,118.00	\$13,144.49	\$1,460.50	\$2,578.50
06/30/2026	Tuesday	\$2,486.00	\$16,908.80	\$19,394.80	\$1,243.00	\$15,217.92	\$1,690.88	\$2,933.88
Casino Report Totals:		\$115,744.00	\$861,606.63	\$977,350.63	\$57,872.00	\$775,445.96	\$86,160.67	\$144,032.67
Casino YTD Totals:		\$115,744.00	\$861,606.63	\$977,350.63	\$57,872.00	\$775,445.97	\$86,160.66	\$144,032.66

Grand Totals - All Casinos Reporting

Report Totals - All Casinos:	\$4,512,874.00	\$34,489,712.54	\$39,002,586.54	\$2,256,437.00	\$31,040,741.39	\$3,448,971.15	\$5,705,408.15
YTD Totals - All Casinos:	\$4,512,874.00	\$34,489,712.54	\$39,002,586.54	\$2,256,437.00	\$31,040,741.28	\$3,448,971.26	\$5,705,408.26



Parks & Recreation Department

June

City Council Report
2026

2026 JUL 16 AM 9:18

CITY CLERK



AQUATICS

JUNE 2026

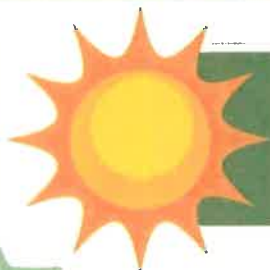


AQUATIC PARK
2692 ADMISSION



MWSU ADMISSION
139

BARRACUDA ADMISSION
280



13 HOUR
STAFF TRAINING



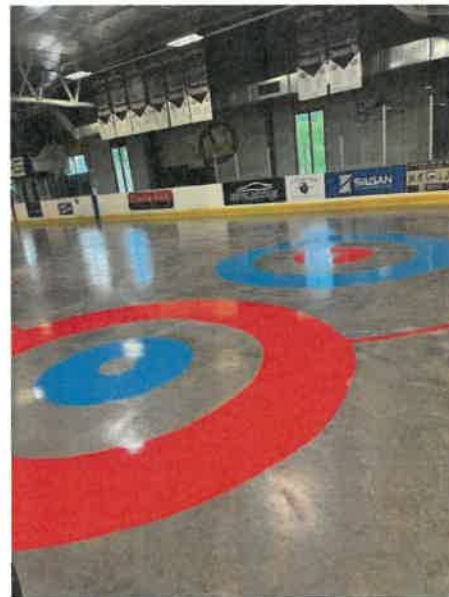
	Sessions Offered	Users
Public Admissions	0	0
Groups during Public	0	0
Private parties	0	0
City freestyle	0	0
Basic Skills	0	0
Hockey Development	0	0
	Total Users	0

***User indicates actual skaters and does not include other people in attendance**

- ARENA IS CLOSED FOR THE SEASON
- Ice Arena is closed for the season and is scheduled to reopen July 20th
- The arena staff has been doing maintenance and deep cleaning while operating the Bartlett ballfield, Heritage Park, and the St. Joseph Aquatic concessions
- The Pony Express Pickleball League has been playing Tuesday and Thursday evenings on 5 of the 7 courts



Painting at Bode



Curling Template

Fairview Golf Course June 2026 Report

Monthly Round Information		
Daily	595	
Members	973	
Total rounds of golf	15668	
Leagues	Day/Evening League	Cancellations
Legends Senior Events Bi-Weekly	2	0
Wednesday Men's League	3	1
Ladies 18 Hole Day League	4	0
Ladies 9 Hole FLAG Evening League	3	1
Corporate Leagues American Family, KCPL, Air Guard	4	0
High School Matches	0	0
Total tournament rounds included in rounds played above	16	0
Monthly Banquet Information		
Rentals	16	1
Catered/Bar events (cornhole league)	5	0
Room only events	11	0
Golf events w/food	0	0

- Tournaments:**
9

Total players:
726

Monthly Pro Shop Sales:
\$9,434.52

- **Highlights and Issues:**
- Clubhouse hours are Monday-Friday, 6:30 am to dark. The first tee time will be 7:00 am
- Tournament season is in full swing. We have tournaments booked every weekend through August. Mid-season membership pricing will begin on 8/15/2026.
- **Maintenance:**
- Course is in great shape. Performing routine maintenance on the course.

JUNE 2026 REPORT

MONTHLY STATS

5330

Monthly Visits

2873

Fitness Center

834

Fitness Classes

497

Game Groups

677

Daily Activities

0

Retired Groups

166

Dance Groups

73

Arts & Crafts

204

Other Groups

8

Volunteers

151

Volunteer Hours

363

Meals Served

Highlights

Senior Citizen's Foundation, Inc., finance committee met and finalized FY27 budget for JRP.

Cooks Assistant, Chrystal Hutcherson, started employment.

Took quotes for elevator flooring, carpet squares, and VCT tile for encumbering FY26 to FY27.

Treadmills in the fitness center were repaired.

New trips for Collette were received. These are to Southern Italy and Sicily, and Northern Vietnam.

Active Aging Symposium presentations were held. Two of the presentations had no interest and were cancelled.

Wyatt responded to an email from the Foundation Board President to look at the roof.

Food Service Cook position offered to Dana Duncan. Tentative start date, July 13.

Challenges

Food Service Cook resigned. She is moving to an employer who pays more and where she can work more hours.

HVAC issues in the conference room, pool room, and fitness center. Waldinger arrived and cleaned out the conference room and pool room condensate lines.

Memberships & Training

New Memberships Sold	7
Renewing Memberships Sold	4
New Paid Members Trained	5
Renewing Paid Members Trained	6
Renew Active Members Trained	3
Silver Sneakers Members Trained	3
Scholarship Members Trained	0

Parks Maintenance June 2026 Report

Executive Overview

- As always, our team strives to keep the parkways clean, safe, and welcoming for everyone, ensuring we provide excellent public spaces for our community. Below is a detailed summary of recent equipment acquisitions, personnel updates, maintenance challenges, and event operations.

Equipment & Asset Management

- **New Equipment Deliveries:**
 - Received a new **tractor equipped with a cab and blades**, which will significantly improve our winter snow removal efficiency and ongoing maintenance capabilities.
 - Received a **new crew van** dedicated to transporting inmate work programs for various park maintenance activities.
- **Inventory Evaluation:** We are continually assessing our current equipment inventory to determine what assets are ready for surplus/sale and prioritizing our greatest replacement needs.

Personnel & Operations

- **Staff Promotions:** Two members of our maintenance staff have been promoted to **Senior Work Leaders**, recognizing their leadership and dedication.
- **Process Improvement:** Management continues to evaluate and assess current work needs and operational processes to maximize efficiency.

Maintenance & Facilities Report

- **Infrastructure Repairs:** Completed several necessary plumbing, electrical, and playground equipment repairs across multiple parks to maintain safety and functionality.
- **Ballfield Maintenance:** The sports turf team has been working hard to keep all fields tournament-ready. Specific focus is currently being placed on improving the infields of our non-tournament fields.
- **Ongoing Challenges:** Vandalism remains a persistent issue. The team is spending significant time and resources addressing ongoing graffiti, broken facilities, and stolen items.

Community Events & Activities

- We are happy to report high attendance and successful operations for several major community gatherings, with park spaces holding up well under heavy use:
 - **Fourth of July Celebrations**
 - **Pride Fest**
 - **Vibe Fest**
 - Other various seasonal community activities

Next Steps / Focus Areas

- Moving into the next month, we will continue prioritizing vandalism remediation, finalize our equipment replacement wish list, and onboard our newly promoted Senior Work Leaders into their supervisory roles.

REC CENTER

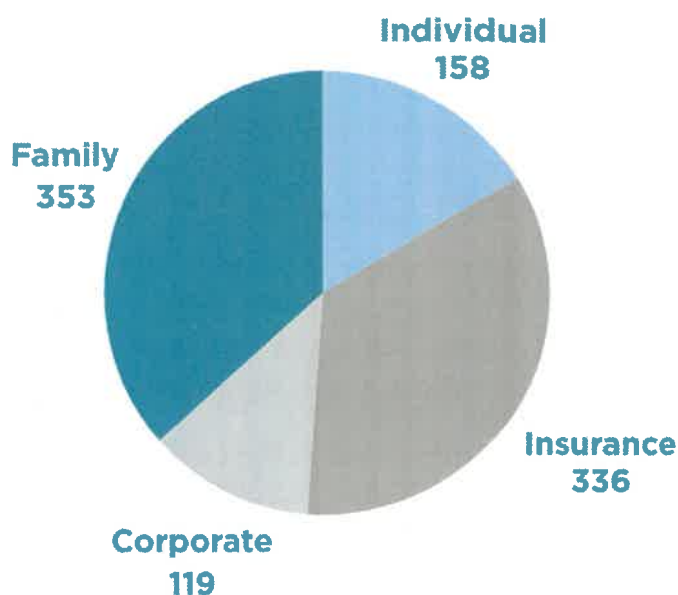
JUNE 2026 REPORT



USAGE

VISITS	TOTAL	DAILY AVERAGE
MEMBER VISITS	1242	48
24 HR. VISITS	1804	60
OPEN GYM	164	7
TRACK	68	3
FITNESS ROOM	19	2
CLASS	21	3
GATE	3068	384

MEMBERSHIP TYPES



HIGHLIGHTS



ACTIVE MEMBERSHIPS: 966



BASKETBALL PRACTICE: 6



VOLLEYBALL PRACTICE: 11

- We finished our summer youth volleyball league
- We finished hosting MO Family Sports for their summer youth basketball league
- We began registration for summer HS volleyball leagues
- We began registration for Adult summer volleyball leagues

CHALLENGES

- We had some very last minute requests for some adult summer volleyball leagues due to the closure of Volleys - we had to work through getting referees as well as finding time in the schedule to try and accomodate as much as possible
- We are still waiting on the concrete out front to be replaced since last November

UPCOMING

- We will have South Side Business Womens Vendor Fair on July 25th
- We will begin registrations for adult and youth volleyball leagues

Recreation Programs & Athletic Facilities June 2026

Monthly Program Highlights and Challenges:

Completed Events:

- USTA Youth tennis event at Noyes Tennis Center
- Pony Express Baseball/Walk Off Wood tournament
- ‘Western Roundup’ youth softball event sponsored by the St Joseph Sports Commission
- MESA youth girls spring season and tournament
- 1st session adult slow pitch softball leagues

Upcoming Events:

- USTA Yount Tennis events at Noyes Tennis Center
- Annual weeklong youth tennis program for ages 13 and under sponsored by the Parks & Recreation Department
- Special Olympics area softball tournament
- 2nd session adult slow pitch softball leagues
- IBEW area softball tournament at Bill McKinney Softball Complex at Heritage Park



Adult Slow Pitch Softball

WHAT'S HAPPENING IN THE PARKS! JUNE 2026

UPCOMING EVENTS

- Park Passport
May 16-August 9
- St. Joe Fit
May 31- August 8
- Story in a Park:
August 6 @
Northside Complex
at 10am
- National Parks &
Rec Month
- Free Movie: July 10
@ JRP at 3pm
- Family Nerf War:
July 22 @ REC
Center at 6pm
- Foam Party: July 25
@ Northside
Complex at 10am

BARTLETT PARK

11 reservations

HYDE PARK

Shelter #1	11 reservations
Shelter #2	11 reservations
Shelter #3	8 reservations
Shelter #4	6 reservations
Gazebo	4 reservations

JUNE EVENTS

Story in the Park on
June 4 @ Hyde Park

St. Joe FIT

