



NOTICE OF MEETING

City Council

Regular Meeting – Monday, July 7, 2025 – 5:30 PM
City Hall – 1100 Frederick Avenue

COUNCIL SEATING ARRANGEMENT

Mike Schumacher
City Manager

John Josendale
Mayor

Paula Heyde
City Clerk

COUNCILMEMBERS

Kenton Randolph (At Large)
Jeff Schomburg (At Large)
Randy Schultz (At Large)
Andrew Trout (3rd District)

COUNCILMEMBERS

Madison Davis (1st District)
Jason Eslinger (2nd District)
Michael Grimm (4th District)
Marty Novak (At Large)

AGENDA

PLEDGE OF ALLEGIANCE:

ROLL CALL:

CALL TO ORDER:

MINUTES:

1. Approval of the minutes of the regular meetings held June 9, 2025, and June 23, 2025 at 5:30 p.m. and the special meeting held June 23, 2025, at 4:45 p.m., as transcribed by the City Clerk.

SPECIAL RECOGNITIONS:

2. Proclamation - National Parks and Recreation Month

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 6/26/25: Mayor John Josendale nominates Eric P. Samaritoni, 2610 Meadow Ridge Drive, to serve as a member of the Tourism Commission for a term expiring July 7, 2028; he is filling a vacancy on the Commission.
7. Filed 6/27/25: Mayor John Josendale nominates Bobbie Cronk, 2305 Chambers Avenue, to serve as a member of the Library Board for a term expiring June 30, 2028; she is being reappointed.
8. Filed 6/27/25: Mayor John Josendale nominates Kathie L. Brunner, 3219 Lafayette Street, to serve as a member of the Library Board for a term expiring June 30, 2028; she is replacing David E. Jordan, whose term expires on June 30, 2025.
9. Filed 6/27/25: Mayor John Josendale nominates Patricia (Kathleen) Davison, 1812 Francis Street, to serve as a member of the Library Board for a term expiring June 30, 2028; she is replacing Joshua Bachman, whose term expires on June 30, 2025.
10. Filed 6/30/25: Mayor John Josendale nominates Christy George, 201 S. Noyes Blvd., to serve as a member of the Tourism Commission for a term expiring on July 7, 2028; she is filling a vacancy on the Commission.

BILLS FOR PASSAGE:

11. **BILL # 1301-22**
AN ORDINANCE AUTHORIZING THE CITY TO PARTICIPATE IN A RECIPROCAL EASEMENT AGREEMENT TO ALLOW DFI, INC. TO PLACE A RAILROAD SPUR ACROSS WATERWORKS ROAD IN ST. JOSEPH, MISSOURI.
12. **BILL # 1302-22**
AN ORDINANCE AUTHORIZING THE EXECUTION OF A BILLING AND COLLECTION COOPERATIVE AGREEMENT WITH BUCHANAN COUNTY, MISSOURI, AND THE BUCHANAN COUNTY COLLECTOR TO PROVIDE FOR THE COLLECTION OF SPECIAL TAX BILLS ISSUED BY THE CITY OF ST. JOSEPH, MISSOURI, IN THE SAME MANNER AS REAL PROPERTY TAXES ARE COLLECTED BY THE COUNTY AND COLLECTOR.
13. **BILL # 1303-22**
AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE LANDFILL FUND BUDGET IN THE AMOUNT OF \$35,331.00 AND AUTHORIZING THE BALLOON PAYMENT DUE FOR ONE (1) 326 HYDRAULIC EXCAVATOR FROM FOLEY EQUIPMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$68,240.00.

RESOLUTIONS FOR ADOPTION:

14. **BILL # 1304-22**
A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE ST. JOSEPH CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT SERVICES FOR THE TOTAL AMOUNT OF \$210,000.00.

15. **BILL # 1305-22**
A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE SOCIAL WELFARE BOARD, DBA STUBER HEALTH CENTER, IN AN AMOUNT NOT TO EXCEED \$546,617.00 FOR THE PURPOSE OF PROVIDING AMBULATORY AND OTHER HEALTH AND WELLNESS SERVICES FOR QUALIFIED PERSONS.
16. **BILL # 1306-22**
A RESOLUTION AUTHORIZING A FUNDING AGREEMENT WITH THE SAMARITAN CENTER IN THE AMOUNT OF \$50,000.00 FOR THE PURPOSE OF PROVIDING MENTAL HEALTH SERVICES FOR QUALIFIED PERSONS.
17. **BILL # 1307-22**
A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) JOHN DEERE MOWERS FROM DEERE & COMPANY IN THE AMOUNT OF \$44,717.65 FOR THE PARK MAINTENANCE DIVISION, UTILIZING PARKS SALES TAX FUNDS.
18. **BILL # 1308-22**
A RESOLUTION CANCELING THE REGULARLY SCHEDULED MEETING OF THE ST. JOSEPH CITY COUNCIL ON SEPTEMBER 15, 2025, AT 5:30 P.M.
19. **BILL # 1309-22**
A RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 3 WITH M-CON, LLC FOR THE CITY SANITARY LANDFILL CELL 8 EMERGENCY EXCAVATION PROJECT IN THE AMOUNT OF \$152,300.00.
20. **BILL # 1310-22**
A RESOLUTION AUTHORIZING A SERVICES AGREEMENT WITH CBIZ INSURANCE SERVICES, INC. FOR WORKERS' COMPENSATION INSURANCE PROVIDED BY WAYPOINT FOR THE EMPLOYEES OF ST. JOSEPH TRANSIT, INC., IN THE AMOUNT OF \$85,866.00 FOR FISCAL YEAR 2026.
21. **BILL # 1311-22**
A RESOLUTION AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT APPLICATION WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION (MHTC) UNDER WHICH THE MHTC WILL PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$284,000.00 AND THE CITY WILL CONTRIBUTE MATCHING FUNDS IN AN AMOUNT NOT TO EXCEED \$71,000.00, FOR A TOTAL PROJECT COST NOT TO EXCEED \$355,000.00 FOR THE INSTALLATION OF THREE PEDESTRIAN CROSSINGS AT KRUG PARK, HYDE PARK AND SPRING GARDEN MIDDLE SCHOOL.
22. **BILL # 1312-22**
A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER WITH TEXAS ENVIRONMENTAL PLASTICS, LTD IN AN AMOUNT NOT TO EXCEED \$45,775.00 FOR ADDITIONAL STAGE 8 LINER INSTALLATION AT THE ST. JOSEPH SANITARY LANDFILL.
23. **BILL # 1313-22**

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER WITH STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS (SCS) IN AN AMOUNT NOT TO EXCEED \$49,350.00 TO PROVIDE ADDITIONAL STAGE 8 CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES AT THE ST. JOSEPH SANITARY LANDFILL.

24. **BILL # 1314-22**

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER USING THE MASTER AGREEMENT WITH HERZOG CONTRACTING, CORP. IN THE AMOUNT OF \$79,935.00 FOR THE CITY HALL PARKING LOT RESURFACING PROJECT.

***** END OF CONSENT AGENDA *****

NOMINATIONS AND APPOINTMENTS:

25. None.

BILLS FOR PASSAGE:

26. None.

EMERGENCY BILLS FOR PASSAGE:

27. None.

RESOLUTIONS FOR ADOPTION:

28. None.

BILLS FOR FIRST READING:

29. None.

REPORTS OF BOARDS & COMMISSIONS:

- 30. Filed 6/30/25: Minutes of the Housing Authority meeting held May 15, 2025, at 4:00 p.m., at the St. Joseph Housing Authority office, 2902 S. 36th Street.
- 31. Filed 6/30/25: Minutes of the Traffic Commission meeting held June 11, 2025, at 10:00 a.m., in the 1st Floor Conference Room at City Hall.
- 32. Filed 6/30/25: Minutes of the Library Board Budget Committee meeting held June 23, 2025, at 5:30 p.m., at the Downtown Library, 927 Felix Street.
- 33. Filed 6/30/25: Minutes of the Library Board meeting held June 26, 2025, at 6:00 p.m., at the East Hills Library, 502 N. Woodbine Road.

34. Filed 6/30/25: Minutes of the Social Welfare Board meeting held May 27, 2025, at 3:00 p.m. at Roger's Pharmacy, 3705 N. Belt Highway.

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

35. None.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

36. None.

DELEGATIONS, PETITIONS:

37. None.

COMMUNICATIONS:

38. Filed 6/30/25: Minutes of the Police Pension Board meeting held May 21, 2025, at 4:00 p.m., in the 1st Floor Conference Room at City Hall.
39. Filed 6/4/25: Minutes of the Public Service Radio System Advisory Board meeting held May 21, 2025, at 1:00 p.m. in the 4th Floor Conference Room at City Hall.
40. Filed 6/30/25: Parks & Recreation Department City Council Report, May 2025.

OTHER BUSINESS:

41. City Manager's Report.

PUBLIC COMMENT:

ADJOURN:

Paula Heyde, CMC, 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, 816-271-5500, or TODD# 816-271-4898 at least two business days prior to the meeting to inform the City of your specific needs and to determine if accommodation is feasible.

OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI

June 9, 2025 - 5:30 p.m.
Office of the City Clerk

PLEDGE OF ALLEGIANCE:CALL TO ORDER:

The Council of the City of St. Joseph, Missouri, met in regular meeting on Monday, June 9, 2025, at 5:30 p.m. in the Council Chamber at City Hall. The meeting was called to order at 5:30 p.m. by Mayor Josendale. Notice of said meeting had been established as every other Monday at 5:30 p.m. 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 two days in advance.

ROLL CALL:

| | <u>Name</u> | <u>Term Attendance</u> (mtgs attended-mtgs absent) |
|------------------|-------------------------------|---|
| Members present: | Mayor John Josendale | (130-1) |
| | Councilmember Madison Davis | (121-10) |
| | Councilmember Jason Eslinger | (45-5) |
| | Councilmember Michael Grimm | (104-27) |
| | Councilmember Marty Novak | (128-3) |
| | Councilmember Kenton Randolph | (120-11) |
| | Councilmember Jeff Schomburg | (123-8) |
| | Councilmember Randy Schultz | (126-5) |
| | Councilmember Andrew Trout | (113-18) |

Members absent: None.

Total membership--9. Five members constitute a quorum.

Also present were City Manager Mike Schumacher, Assistant to the City Manager Dawn Lanning, City Attorneys Jason Soper and Josh Emberton, Public Works & Transportation Director Abe Forney, Police Chief Paul Luster, Human Resources Director Amy Cohorst, Health Director Debra Bradley, Finance Director Nicole Poirier, Parks and Recreation Director Jeff Atkins, Asst. Fire Chief Jamey McVicker, Communications & Community Engagement Manager Jessica Kozol, Emergency Manager Bill Lamar, Asst. Parks & Recreation Director Mark Pettit, Airport Manager Julius Rice, Superintendent of Water Protection Eddie Leaverton, Multimedia Planner Ed Schilling, City Clerk Paula Heyde and Deputy City Clerk Kaycee Garton.

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MINUTES:

49851 By general consent, the minutes of the regular meeting held May 27, 2025, at 5:30 p.m., were approved as transcribed by the City Clerk.

SPECIAL RECOGNITIONS:

None.

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(June 9, 2025, Council Meeting, Continued)

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ACCEPTANCE OF AGENDA:

49852 It was moved by Councilmember Davis and seconded by Councilmember Novak that the Agenda be accepted as published. Motion carried. Ayes, Eslinger, Grimm, Josendale, Novak, Randolph, Schomburg, Schultz, Trout, Davis--9.

PUBLIC HEARINGS:

49853 Public Hearing on the proposed revisions to the sewer charges for Fiscal Year 2025/2026.

49854 Public Hearing for the Community Partnership Strategy and Consolidated Plan 2025-2029 and the First Year Annual Plan 2025-2026.

CONSENT AGENDA:

49855 It was moved by Councilmember Eslinger and seconded by Councilmember Trout that Agenda Numbers 49856 through 49869 be passed by Consent Agenda. Motion carried. Ayes, Eslinger, Grimm, Josendale, Novak, Randolph, Schomburg, Schultz, Trout, Davis--9.

Nominations and Appointments:

None

Bills for Passage:

49856 (S.O. 10683) An Ordinance (Bill #1266-22) to establish a temporary Building Permit Fee Waiver Program to waive building permit fees associated with qualified residential development located in a designated geographic boundary area during Fiscal Year 26, having been read the first time on May 27, 2025, was read the second time and passed.

49857 (S.O. 10684) An Ordinance (Bill #1267-22) authorizing the acceptance of a payment from Al J Mueller Construction, an amendment to the General Fund budget, and approval of a purchase order with GBA in the amount of \$22,608 for the professional services costs associated with building construction at 3300 Townesouth Court, having been read the first time on May 27, 2025, was read the second time and passed.

49858 (S.O. 10685) An Ordinance (Bill #1268-22) authorizing an amendment to the General Fund Fire Department budget to recognize revenues awarded from the St. Joseph, Missouri and Buchanan County, Missouri opioid settlement funding and authorizing the purchase of first responder training equipment both in the amount of \$5,432.95 for life-saving measures during emergency responses, having been read the first time on May 27, 2025, was read the second time and passed.

49859 (S.O. 10686) An Ordinance (Bill #1269-22) authorizing an amendment to the General Fund Police Department budget to recognize GovDeals auction proceeds in the amount of \$28,518.00 and a MOPERM insurance claim reimbursement in the amount of \$15,470.00, for a total budget adjustment of \$43,988.00 and authorizing the purchase of a 2025 Chevrolet Silverado 1500 truck from Reed Chevrolet for the Police Maintenance Division in the amount of \$43,988.00, having been read the first time on May 27, 2025, was read the second time and passed.

49860 (S.O. 10687) An Ordinance (Bill #1270-22) authorizing an amendment to the Special Allocation Fund budget in the amount of \$2,867,786.00 and the execution of a work order with Transystems Corporation for the Cook Road Improvements Project in the amount of \$275,975.00, having been read the first time on May 27, 2025, was read the second time and passed.

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(June 9, 2025, Council Meeting, Continued)

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CONSENT AGENDA: Bills for Passage: (Cont'd)

- 49861 (S.O. 10688) An Ordinance (Bill #1271-22) authorizing an amendment to the budget to transfer funds in the amount of \$820,602.00 from the General Fund to the Aviation Fund to provide funding to rectify a deficit in the last three years of the Aviation Fund, having been read the first time on May 27, 2025, was read the second time and passed.
- 49862 (S.O. 10689) An Ordinance (Bill #1272-22) authorizing an amendment to the Special Allocation Fund; declaring the amount of \$779,812 for the Cook Road Corridor Tax Increment Financing Redevelopment Plan as surplus; and authorizing the distribution of the surplus funds to taxing districts in accordance with the Real Property Tax Increment Allocation Redevelopment Act of the Revised Statutes of Missouri, having been read the first time on May 27, 2025, was read the second time and passed.
- 49863 (S.O. 10690) An Ordinance (Bill #1273-22) adopting the Fiscal Year 2025-2026 budget for the City of St. Joseph, Missouri, as set forth in Exhibits "A" & "B," having been read the first time on May 27, 2025, was read the second time and passed.

Resolutions for Adoption:

- 49864 (Resolution No. 49864 – 5460) A Resolution (Bill #1274-22) authorizing approval of an application for economic development assistance through the Enhanced Enterprise Zone Tax Abatement Program for Daily's Premium Meats, was read and adopted.
- 49865 (Resolution No. 49865 – 5461) A Resolution (Bill #1275-22) 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 in a principal amount of approximately \$60,000,000 to finance a project for the benefit of Daily's Premium Meats, LLC, and authorizing certain actions relating thereto, was read and adopted.
- 49866 (Resolution No. 49866 – 5462) A Resolution (Bill #1276-22) expressing intent of the City Council of the City of St. Joseph, Missouri to adopt the St. Joseph Neighborhood Redevelopment Corporation Incentive Policy, was read and adopted.
- 49867 (Resolution No. 49867 – 5463) A Resolution (Bill #1277-22) authorizing the purchase of one (1) reverse osmosis water filtration system from Culligan Water in the amount of \$42,250.00 for use by the Water Protection Division, was read and adopted.
- 49868 (Resolution No. 49868 – 5464) A Resolution (Bill #1278-22) authorizing execution of Change Order No. 6 with E.L. Crawford Construction Inc. for additional work on the Civic Arena Restroom Renovations Project in the amount of \$106,467.03., was read and adopted.
- 49869 (Resolution No. 49869 – 5465) A Resolution (Bill #1279-22) approving the City's five (5) year (fiscal years 2026/2027 - 2030/2031) Capital Improvement Program, was read and adopted.

***** END OF CONSENT AGENDA *****

NOMINATIONS AND APPOINTMENTS:

None.

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(June 9, 2025, Council Meeting, Continued)

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BILLS FOR PASSAGE:

None.

EMERGENCY BILLS FOR PASSAGE:

None.

RESOLUTION FOR ADOPTION:

None.

BILLS FOR FIRST READING:

- 49870 An Ordinance (Bill #1280-22) authorizing an amendment to Section 21-63 of Chapter 21 “Parks and Recreation” of the Code of Ordinances titled “St. Joseph Recreation, Exercise and Community (“REC”) Center” to provide for an increase in some membership and admission fees, was introduced and read the first time.
- 49871 An Ordinance (Bill #1281-22) authorizing an amendment to Section 21-72 of Chapter 21 “Parks and Recreation” of the Code of Ordinances titled “Remington Nature Center of St. Joseph” to provide for an increase in admission fees, was introduced and read the first time.
- 49872 An Ordinance (Bill #1282-22) authorizing an amendment to Section 24-15 of Chapter 24 “Solid Waste” of the Code of Ordinances titled “Fees for City Sanitary Landfill—Established” to provide for fee increases effective January 1, 2026 and January 1, 2027, was introduced and read the first time.
- 49873 An Ordinance (Bill #1283-22) amending Section 29-237 of the Code of Ordinances entitled “Schedule and Application of User Charges” to provide for increases in various sanitary sewer service fees by a total of three percent effective July 1, 2025 and an additional three percent effective July 1, 2026, was introduced and read the first time.
- 49874 An Ordinance (Bill #1284-22) authorizing the submittal of the Community Partnership Strategy and Consolidated Plan, 2025-2029, and the First Year Annual Plan for the use of FY 2025/2026 Community Development Block Grant and HOME Program funds to the Department of Housing and Urban Development (HUD), was introduced and read the first time.
- 49875 An Ordinance (Bill #1285-22) authorizing an amendment to the General Fund REC Center Program budget to recognize wellness funds received from Blue Cross Blue Shield in the amount of \$30,000.00 and authorizing the purchase of two (2) treadmills from Freemotion Fitness for the amount of \$17,317.48 and allocating the remaining \$12,682.52 as reimbursement for previously purchased treadmills for the REC Center, was introduced and read the first time.
- 49876 An Ordinance (Bill #1286-22) authorizing the execution of a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission (MHTC) under which the MHTC will provide funding in an amount not to exceed \$245,396.00 and the City will contribute matching funds in an amount not to exceed \$57,815.00 to assist in Metropolitan Planning Organization (MPO) transportation planning activities within the St. Joseph urbanized area, was introduced and read the first time.

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(June 9, 2025, Council Meeting, Continued)

REPORTS OF BOARDS & COMMISSIONS:

Filed 5/28/25: Minutes of the St. Joseph Public Library Board of Trustees meeting held May 22, 2025, at 6:00 p.m., at the Carnegie Library, 316 Massachusetts St.

Filed 5/28/25: Minutes of the Social Welfare Board meeting held April 22, 2025, at 3:00 p.m., at Roger's Pharmacy, 3705 N. Belt Highway.

Filed 5/30/25: Minutes of the St. Joseph Regional Port Authority meeting held on December 12, 2024, at 4:00 p.m., at the St. Joseph Chamber of Commerce, 3003 Frederick Avenue.

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

Filed 5/22/25: Minutes of the Council Work Session held May 8, 2025, at 4:00 p.m., in the 4th Floor Conference Room at City Hall.

Filed 5/27/25: Minutes of the Council Work Session held May 13, 2025, at 4:00 p.m., in the 4th Floor Conference Room at City Hall.

Filed 5/29/25: Minutes of the Council Work Session held May 27, 2025, at 4:00 p.m., in the 4th Floor Conference Room at City Hall.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

None.

DELEGATIONS, PETITIONS:

None.

COMMUNICATIONS:

Filed 5/21/25: Social Welfare Board The Clinic Beat, April 2025.

Filed 5/22/25: Minutes of the Police Pension Board meeting held April 16, 2025, at 4:00 p.m., in the 1st Floor Conference Room at City Hall.

Filed 5/22/25: Minutes of the Landfill Task Force Committee meeting held May 20, 2025, at 2:30 p.m., in the 1st Floor Conference Room at City Hall.

Filed 5/23/25: Minutes of the St. Joseph Transit, Inc. Board of Directors annual meeting held May 22, 2025, at 2:00 p.m., in the 1st Floor Conference Room at City Hall.

Filed 5/27/25: Note from Sandra Swartz in re: Resignation from the Senior Citizens Foundation, Inc. Board effective June 30, 2025.

Filed 5/27/25: Email from Charles Clisbee in re: Resignation from the Senior Citizens Foundation, Inc. Board effective June 30, 2025.

Filed 5/29/25: City of St. Joseph Health Department Monthly Report: April 2025.

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(June 9, 2025, Council Meeting, Continued)

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COMMUNICATIONS: (Cont'd)

Filed 5/29/25: Missouri Gaming Commission State/Local Allocation of Gaming Revenues, April 2025.

Filed 5/29/25: Minutes of the St. Joseph Museums Black Archives Museum Committee meeting held May 6, 2025, at 3:00 p.m., at St. Joseph Museums, 3406 Frederick Avenue.

Filed 5/30/25: Minutes from the St. Joseph Museums Juneteenth Planning Committee meeting held May 6, 2025, 4:00 p.m., at St. Joseph Museums, 3406 Frederick Avenue.

Filed 6/2/25: Minutes of the St. Joseph Museums Programming Committee meeting held May 13, 2025, at 1:30 p.m., at St. Joseph Museums, 3406 Frederick Avenue.

Filed 6/3/25: St. Joseph Museums Budget 2025-26.

Filed 6/3/25: Municipal Division Summary Reporting Form, May 2025.

Filed 6/3/25: Minutes of the Sustainable Environment Advisory Committee meeting held March 25, 2025, at 1:00 p.m., in the 1st Floor Conference Room at City Hall.

Filed 6/3/25: Minutes of the St. Joseph Museums Fundraising Committee meeting held May 8, 2025, at 4:00 p.m., at St. Joseph Museums, 3406 Frederick Avenue.

OTHER BUSINESS:

49877 City Manager's Report – City Manager Mike Schumacher said the Missouri Dept. of Natural Resources was at the landfill today. They were happy--progress is going well out there. There will be a change order due to some problems caused by the rain. A work session is scheduled for June 23rd to discuss the results of the citizens satisfaction survey and the planning session will be held on July 1.

PUBLIC COMMENT:

None.

NOTES:

Agenda No. 49823 – Steve Jones, 1509 5th Avenue, feels this sewer increase is not warranted.

ADJOURNMENT:

49878 By general consent, the City Council adjourned.

The meeting was adjourned at 5:44 p.m.

Minutes transcribed by Paula Heyde, CMC, City Clerk.

OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI

June 23, 2025 - 4:45 p.m.
Office of the City Clerk

CALL TO ORDER:

The Council of the City of St. Joseph, Missouri, met in a called special meeting on Monday, June 23, 2025, immediately following the 4:00 p.m. work session in the 4th Floor Conference Room at City Hall. The meeting was called to order at 4:45 p.m. by Mayor Josendale. Notice of said meeting (together with an agenda) was posted at least 24 hours in advance of the meeting in the City Clerk's office.

ROLL CALL:

| | <u>Name</u> | <u>Attendance</u> (mtgs attended-mtgs absent) |
|------------------|-------------------------------|--|
| Members Present: | Mayor John Josendale | (131-1) |
| | Councilmember Jason Eslinger | (46-5) |
| | Councilmember Michael Grimm | (105-27) |
| | Councilmember Marty Novak | (129-3) |
| | Councilmember Kenton Randolph | (121-11) |
| | Councilmember Jeff Schomburg | (124-8) |
| | Councilmember Randy Schultz | (127-5) |
| Members Absent: | Councilmember Madison Davis | (121-11) |
| | Councilmember Andrew Trout | (113-19) |

Total membership--9. Five members constitute a quorum.

Agenda Number Also present were City Manager Mike Schumacher, Assistant to the City Manager Dawn Lanning, City Attorneys Josh Emberton and Jason Soper, City Clerk Paula Heyde and Deputy City Clerk Kaycee Garton.

CALL FOR SPECIAL MEETING:

49879 Filed 6/20/25 - A written request has been received from eight members of the Council this date requesting a special meeting of the Council to be held on Monday, June 23, 2025, immediately following the 4:00 p.m. work session in the 4th Floor Conference Room City Hall, 1100 Frederick Avenue, to discuss matters pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, including attorney work product.

Discussions shall be limited solely to the matters stated above.

BEFORE ENTERING INTO SUCH DISCUSSIONS, THE COUNCIL SHALL VOTE ON THE QUESTION OF MAKING THE MEETING CLOSED.

If such question receives an affirmative vote of the majority of the quorum of the Councilmembers, the meeting thereafter shall be closed.

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(June 23, 2025, Council Meeting, Continued)

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CALL FOR SPECIAL MEETING: (Cont'd)

Authority for closing the meeting is authorized by Section 610.021(1) RSMo., as amended, which authorizes a closed meeting.

NOW, THEREFORE, as City Clerk of the City of St. Joseph, under the provisions of Section 3.9(a) of the Charter of the City of St. Joseph, I hereby issue a call for a special meeting of the Council for the time and place and for the purpose as set forth above in accordance with the written request of the Council.

(SEAL)

/s/ Paula Heyde

Paula Heyde, City Clerk

MINUTES:

None.

SPECIAL RECOGNITIONS:

None.

ACCEPTANCE OF AGENDA:

49880 It was moved by Councilmember Novak and seconded by Councilmember Eslinger that the Agenda be accepted as published. Motion carried. Ayes, Eslinger, Grimm, Josendale, Novak, Randolph, Schomburg, Schultz--7. Absent, Davis, Trout--2.

MOTION TO GO INTO EXECUTIVE (CLOSED) SESSION:

49881 It was moved by Councilmember Grimm and seconded by Councilmember Schultz that the Council adjourn into executive (closed) session with a closed meeting, vote and record in order to discuss matters pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, including attorney work product. Motion carried. Ayes, Davis, Eslinger, Josendale, Novak, Randolph, Schomburg, Schultz, Trout--8. Absent, Grimm--1.

The Council adjourned into executive (closed) session.

The Council adjourned the closed portion of the special meeting and reconvened in an open session.

PUBLIC HEARINGS:

None.

CONSENT AGENDA:

None.

NOMINATIONS AND APPOINTMENTS:

None.

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(June 23, 2025, Council Meeting, Continued)

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BILLS FOR PASSAGE:

None.

EMERGENCY BILL FOR PASSAGE:

None.

BILLS FOR FIRST READING:

None.

REPORTS OF BOARDS & COMMISSIONS:

None.

WORK SESSION MINUTES – CITY CLERK’S OFFICE:

None.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

None.

DELEGATIONS, PETITIONS:

None.

COMMUNICATIONS:

None.

OTHER BUSINESS:

City Manager’s Report – None.

PUBLIC COMMENT:

None.

ADJOURNMENT:

49882 By general consent, the City Council adjourned.

The meeting adjourned at 5:09 p.m.

Minutes transcribed by Paula Heyde, CMC, City Clerk.

OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE CITY OF ST. JOSEPH, MISSOURI

June 23, 2025 - 5:30 p.m.
Office of the City Clerk

PLEDGE OF ALLEGIANCE:CALL TO ORDER:

The Council of the City of St. Joseph, Missouri, met in regular meeting on Monday, June 23, 2025, at 5:30 p.m. in the Council Chamber at City Hall. The meeting was called to order at 5:30 p.m. by Mayor Josendale. Notice of said meeting had been established as every other Monday at 5:30 p.m. 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 two days in advance.

ROLL CALL:

| | <u>Name</u> | <u>Term Attendance</u> (mtgs attended-mtgs absent) |
|------------------|-------------------------------|---|
| Members present: | Mayor John Josendale | (132-1) |
| | Councilmember Jason Eslinger | (47-5) |
| | Councilmember Michael Grimm | (106-27) |
| | Councilmember Marty Novak | (130-3) |
| | Councilmember Kenton Randolph | (122-11) |
| | Councilmember Jeff Schomburg | (125-8) |
| | Councilmember Randy Schultz | (128-5) |
| Members absent: | Councilmember Madison Davis | (121-12) |
| | Councilmember Andrew Trout | (113-20) |

Total membership--9. Five members constitute a quorum.

Also present were City Manager Mike Schumacher, Assistant to the City Manager Dawn Lanning, City Attorneys Jason Soper and Josh Emberton, Public Works & Transportation Director Abe Forney, Police Chief Paul Luster, Human Resources Director Amy Cohorst, Finance Director Nicole Poirier, Parks and Recreation Director Jeff Atkins, Fire Chief Ivan Klippenstein, Technology Services Director Josh Royle, Civic Facilities Director Mary Robertson, Asst. Fire Chief Jamey McVicker, Deputy Police Chief Jason Strong, Asst. Parks & Recreation Director Mark Pettit, Asst. Health Director Kendra Bundy, Superintendent of Water Protection Eddie Leaverton, Nature Center Manager Sarah Elder, HR Programs Manager Laurie Thompson, Multimedia Planner Ed Schilling, City Clerk Paula Heyde, Deputy City Clerk Kaycee Garton and Executive Admin. Asst. Jacy Brooks.

[Under the Council voting rotation system, Councilmember Grimm voted first.]

Agenda
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MINUTES:

None.

SPECIAL RECOGNITIONS:

None.

(Continued on next page)

(June 23, 2025, Council Meeting, Continued)

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Number

ACCEPTANCE OF AGENDA:

- 49883 It was moved by Councilmember Novak and seconded by Councilmember Schomburg that the Agenda be accepted as published. Motion carried. Ayes, Grimm, Josendale, Novak, Randolph, Schomburg, Schultz, Eslinger--7. Absent, Trout, Davis--2.

PUBLIC HEARINGS:

- 49884 Public Hearing for the Community Partnership Strategy and Consolidated Plan 2025-2029 and the First Year Annual Plan 2025-2026.

CONSENT AGENDA:

- 49885 It was moved by Councilmember Eslinger and seconded by Councilmember Randolph that Agenda Numbers 49886 through 49910 be passed by Consent Agenda. Motion carried. Ayes, Eslinger, Grimm, Josendale, Novak, Randolph, Schomburg, Schultz, Eslinger--7. Absent, Trout, Davis--2.

Nominations and Appointments:

- 49886 Filed 6/10/25: The nomination by Councilmember Jeff Schomburg was approved, appointing Robert Douglass, 1418 N. 26th Street, as a member of the Community Police Advisory Committee for a term expiring April 3, 2026; he is filling a vacancy on the Committee.
- 49887 Filed 6/10/25: The nomination by Councilmember Jeff Schomburg was approved, appointing Brenda Gregg, 626 Green Street, as a member of the Community Police Advisory Committee for a term expiring June 23, 2028; she is replacing Dennis L. Adams, whose term has expired.
- 49888 Filed 6/10/25: The nomination by Councilmember Kenton Randolph was approved, appointing Drew H. Brown, Sr., 2213 Berkshire Drive, as a member of the Senior Citizen Foundation, Inc. Board for a term expiring June 30, 2028; he is replacing Charles Clisbee, whose term expires on June 30, 2025.
- 49889 Filed 6/10/25: The nomination by Councilmember Kenton Randolph was approved, appointing Sally A. Schwab, 503 Raintree Drive, as a member of the Senior Citizen Foundation, Inc. Board for a term expiring June 30, 2028; she is replacing Sandy Swartz, whose term expires on June 30, 2025.

Bills for Passage:

- 49890 (G.O. 3128) An Ordinance (Bill #1280-22) authorizing an amendment to Section 21-63 of Chapter 21 "Parks and Recreation" of the Code of Ordinances titled "St. Joseph Recreation, Exercise and Community ("REC") Center" to provide for an increase in some membership and admission fees, having been read the first time on May 27, 2025, was read the second time and passed.
- 49891 (G.O. 3129) An Ordinance (Bill #1281-22) authorizing an amendment to Section 21-72 of Chapter 21 "Parks and Recreation" of the Code of Ordinances titled "Remington Nature Center of St. Joseph" to provide for an increase in admission fees, having been read the first time on May 27, 2025, was read the second time and passed.

(Continued on next page)

(June 23, 2025, Council Meeting, Continued)

Agenda
Number

CONSENT AGENDA: Bills for Passage: (Cont'd)

- 49892 (G.O. 3130) An Ordinance (Bill #1282-22) authorizing an amendment to Section 24-15 of Chapter 24 "Solid Waste" of the Code of Ordinances titled "Fees for City Sanitary Landfill—Established" to provide for fee increases effective January 1, 2026 and January 1, 2027, having been read the first time on May 27, 2025, was read the second time and passed.
- 49893 (G.O. 3131) An Ordinance (Bill #1283-22) amending Section 29-237 of the Code of Ordinances entitled "Schedule and Application of User Charges" to provide for increases in various sanitary sewer service fees by a total of three percent effective July 1, 2025 and an additional three percent effective July 1, 2026, having been read the first time on May 27, 2025, was read the second time and passed.
- 49894 (S.O. 10691) An Ordinance (Bill #1284-22) authorizing the submittal of the Community Partnership Strategy and Consolidated Plan, 2025-2029, and the First Year Annual Plan for the use of FY 2025/2026 Community Development Block Grant and HOME Program funds to the Department of Housing and Urban Development (HUD), having been read the first time on May 27, 2025, was read the second time and passed.
- 49895 (S.O. 10692) An Ordinance (Bill #1285-22) authorizing an amendment to the General Fund REC Center Program budget to recognize wellness funds received from Blue Cross Blue Shield in the amount of \$30,000.00 and authorizing the purchase of two (2) treadmills from Freemotion Fitness for the amount of \$17,317.48 and allocating the remaining \$12,682.52 as reimbursement for previously purchased treadmills for the REC Center, having been read the first time on May 27, 2025, was read the second time and passed.
- 49896 (S.O. 10693) An Ordinance (Bill #1286-22) authorizing the execution of a Transportation Planning Consolidated Grant Agreement with the Missouri Highways and Transportation Commission (MHTC) under which the MHTC will provide funding in an amount not to exceed \$245,396.00 and the City will contribute matching funds in an amount not to exceed \$57,815.00 to assist in Metropolitan Planning Organization (MPO) transportation planning activities within the St. Joseph urbanized area, having been read the first time on May 27, 2025, was read the second time and passed.

Resolutions for Adoption:

- 49897 (Resolution No. 49897 – 5466) A Resolution (Bill #1287-22) approving the appointment of three board members to the Beck Road and Belt Highway Community Improvement District, was read and adopted.
- 49898 (Resolution No. 49898 – 5467) A Resolution (Bill #1288-22) confirming and ratifying an agreement with GBA to provide commercial plan review services for an additional one year term, was read and adopted.
- 49899 (Resolution No. 49899 – 5468) A Resolution (Bill #1289-22) confirming and ratifying an agreement with Hood and Associates to provide annual audit services for an additional one year term, was read and adopted.
- 49900 (Resolution No. 49900 – 5469) A Resolution (Bill #1290-22) confirming and ratifying an agreement with Gilmore & Bell P.C. to provide bond counsel services for an additional one year term, was read and adopted.

(Continued on next page)

(June 23, 2025, Council Meeting, Continued)

Agenda
Number

CONSENT AGENDA: Resolutions for Adoption: (Cont'd)

- 49901 (Resolution No. 49901 – 5470) A Resolution (Bill #1291-22) confirming and ratifying an agreement with Southern Bank to provide lockbox processing services for an additional one year term, was read and adopted.
- 49902 (Resolution No. 49902 – 5471) A Resolution (Bill #1292-22) confirming and ratifying an agreement with Southern Bank to provide commercial banking and depository services for an additional one-year term, was read and adopted.
- 49903 (Resolution No. 49903 – 5472) A Resolution (Bill #1293-22) confirming and ratifying an agreement with US Bank to provide visa procurement card services for an additional one year term, was read and adopted.
- 49904 (Resolution No. 49904 – 5473) A Resolution (Bill #1294-22) confirming and ratifying an agreement with US Bank to provide merchant card services for an additional one year term, was read and adopted.
- 49905 (Resolution No. 49905 – 5474) A Resolution (Bill #1295-22) confirming and ratifying an agreement with Piper Sandler & Co. to provide financial advisory services for an additional one year term, was read and adopted.
- 49906 (Resolution No. 49906 – 5475) A Resolution (Bill #1296-22) confirming and ratifying an agreement with Jefferson Solutions, Inc. to provide actuarial valuation services for Other Post Employment Benefits (OPED) for an additional one year term, was read and adopted.
- 49907 (Resolution No. 49907 – 5476) A Resolution (Bill #1297-22) authorizing execution of an amendment to an agreement with Thomas McGee, L.C. under which Thomas McGee, L.C. will continue to provide third-party administration services associated with the City’s self-insured workers’ compensation program, was read and adopted.
- 49908 (Resolution No. 49908 – 5477) A Resolution (Bill #1298-22) authorizing renewal of the bond and excess insurance policy with Safety National Casualty Corporation through Thomas McGee, L.C. to comply with the Division of Workers’ Compensation requirement for a self-insured workers’ compensation program, was read and adopted.
- 49909 (Resolution No. 49909 – 5478) A Resolution (Bill #1299-22) authorizing placement of the property, equipment, electronic data processing, fine arts, and pollution liability insurance coverage with Alliant/APIP for the period of July 1, 2025 through July 1, 2026 in an amount of \$804,812.00, was read and adopted.
- 49910 (Resolution No. 49910 – 5479) A Resolution (Bill #1300-22) authorizing the submission and execution of the Federal Transit Administration (FTA) certifications and assurances for Federal Fiscal Year (FFY) 2025, was read and adopted.

***** END OF CONSENT AGENDA *****

NOMINATIONS AND APPOINTMENTS:

None.

(Continued on next page)

(June 23, 2025, Council Meeting, Continued)

Agenda
Number

BILLS FOR PASSAGE:

None.

EMERGENCY BILLS FOR PASSAGE:

None.

RESOLUTION FOR ADOPTION:

None.

BILLS FOR FIRST READING:

- 49911 It was moved by Councilmember Grimm and seconded by Councilmember Schultz that Bill #1301-22 be amended before first reading to attach the Reciprocal Easement Agreement with DFI, Inc. to the ordinance. Motion carried. Ayes, Eslinger, Grimm, Josendale, Novak, Randolph, Schomburg, Schultz, Eslinger--7. Absent, Trout, Davis--2.
- 49912 An Ordinance (Bill #1301-22) authorizing the City to participate in a Reciprocal Easement Agreement to allow DFI, Inc. to place a railroad spur across Waterworks Road in St. Joseph, Missouri, was introduced and read the first time.
- 49913 An Ordinance (Bill #1302-22) authorizing the execution of a Billing and Collection Cooperative Agreement with Buchanan County, Missouri, and the Buchanan County Collector to provide for the collection of special tax bills issued by the City of St. Joseph, Missouri, in the same manner as real property taxes are collected by the county and collector, was introduced and read the first time.
- 49914 An Ordinance (Bill #1303-22) authorizing an amendment to the Landfill Fund budget in the amount of \$35,331.00 and authorizing the balloon payment due for one (1) 326 hydraulic excavator from Foley Equipment for a total amount not to exceed \$68,240.00, was introduced and read the first time.

REPORTS OF BOARDS & COMMISSIONS:

None.

WORK SESSION MINUTES - CITY CLERK'S OFFICE:

None.

REPORTS & RECOMMENDATIONS OF THE CITY MANAGER:

Filed 6/17/25: Memorandum from Mike Schumacher, City Manager, in re: Acting City Manager (June 19-22, 2025).

DELEGATIONS, PETITIONS:

None.

(Continued on next page)

(June 23, 2025, Council Meeting, Continued)

Agenda
Number

COMMUNICATIONS:

Filed 6/4/25: Memorandum from Mayor John Josendale in re: Absent from the City - June 5-6.

OTHER BUSINESS:

49915 City Manager’s Report – City Manager Mike Schumacher said the retreat to build upon the City Council’s strategic plan will be July 1, 2025, at 2:00 p.m. It appears that Cell 8 at the Landfill will be open in the month of August.

PUBLIC COMMENT:

None.

NOTES:

None.

ADJOURNMENT:

49916 By general consent, the City Council adjourned.

The meeting was adjourned at 5:42 p.m.



Minutes transcribed by Paula Heyde, CMC, City Clerk.

Proclamation

City of St. Joseph, Missouri

NATIONAL PARKS AND RECREATION MONTH

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

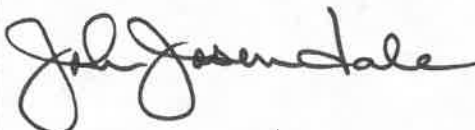
WHEREAS, parks and recreation play a vital role in promoting health and wellness by enhancing the physical and mental well-being of individuals who utilize these spaces; and

WHEREAS, parks and recreation facilities support active lifestyles by providing opportunities for physical activity through sports fields, hiking trails, swimming pools, and other recreational amenities; and

WHEREAS, our parks and natural areas preserve the ecological integrity of our community and offer valuable opportunities for individuals of all ages to engage with nature and enjoy outdoor recreation.

NOW THEREFORE, I, John Josendale, by virtue of the authority vested in me as Mayor of the City of St. Joseph, do hereby proclaim the month of July 2025 as “National Parks and Recreation Month” in St. Joseph, Missouri.

ISSUED: This 7th day of July 2025



John Josendale

Mayor



6-26-25

June 25, 2025

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

CITY CLERK
2025 JUN 26 AM 10:44

Dear Councilmembers:

Pursuant to Sections 2-471 - 2-474 and 2-735 - 2-738 of the Code of Ordinances, I hereby nominate Eric P. Samaritoni, 2610 Meadow Ridge Drive, to serve as a member of the Tourism Commission, subject to the concurrence of the City Council.

Mr. Samaritoni's term will expire July 7, 2028. He filling a vacancy on the commission.

Mr. Samaritoni works for TS Conard, Inc. Technology Solutions, which meets the criteria of a member with a local general business interest.

Sincerely,

John Josendale
Mayor

JJ/pmh

3-27-25

CITY CLERK
2025 JUN 27 AM 10:17

June 27, 2025


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

Dear Councilmembers:

By virtue of the authority vested in me as Mayor of the City of St. Joseph, Missouri, by the Statutes of the State of Missouri and Sections 2-635 – 2-647 of the Code of Ordinances, I hereby nominate Bobbie Cronk, 2305 Chambers Avenue, to serve as a member of the Library Board, subject to the concurrence of the City Council.

Ms. Cronk's term will expire June 30, 2028. She is being reappointed.

Sincerely,



John Josendale
Mayor

JJ/pmh

3-27-25

City of
St. Joseph
Missouri

1100 Frederick Avenue
St. Joseph, Missouri 64501
816.271.5300

CITY CLERK
2025 JUN 27 AM 10:17

June 27, 2025

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

Dear Councilmembers:

By virtue of the authority vested in me as Mayor of the City of St. Joseph, Missouri, by the Statutes of the State of Missouri and Sections 2-635 – 2-647 of the Code of Ordinances, I hereby nominate Kathie L. Brunner, 3219 Lafayette Street, to serve as a member of the Library Board, subject to the concurrence of the City Council.

Ms. Brunner's term will expire June 30, 2028. She is replacing David E. Jordan, whose term expires on June 30, 2025.

Sincerely,



John Josendale
Mayor

JJ/pmh

3-27-25

CITY CLERK
2025 JUN 27 AM 10:17

June 27, 2025

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

Dear Councilmembers:

By virtue of the authority vested in me as Mayor of the City of St. Joseph, Missouri, by the Statutes of the State of Missouri and Sections 2-635 – 2-647 of the Code of Ordinances, I hereby nominate Patricia (Kathleen) Davison, 1812 Francis Street, to serve as a member of the Library Board, subject to the concurrence of the City Council.

Ms. Davison's term will expire June 30, 2028. She is replacing Joshua Bachman, whose term expires on June 30, 2025.

Sincerely,



John Josendale
Mayor

JJ/pmh

CITY CLERK
2025 JUN 30 PM 4:07

June 30, 2025

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

Dear Councilmembers:

Pursuant to Sections 2-471 - 2-474 and 2-735 - 2-738 of the Code of Ordinances, I hereby nominate Christy George, 201 S. Noyes Blvd., to serve as a member of the Tourism Commission, subject to the concurrence of the City Council.

Ms. George's term will expire July 7, 2028. She filling a vacancy on the commission.

Ms. George is the downtown liaison with Mosaic Life Care, which meets the criteria of a member active in the tourism industry.

Sincerely,



John Josendale
Mayor

JJ/pmh

Date: July 7, 2025

Amount:

Account Number:

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Legal

PURPOSE: To authorize the City's participation in a Reciprocal Easement Agreement to allow DFI, Inc., to place a railroad spur across Waterworks Road in St. Joseph, Missouri.

REMARKS: DFI, Inc. is a new business in St. Joseph that intends to run a loading and unloading operation of railway cars, with wash-out services, at the far north end of Waterworks Road. In order for their business plan to succeed, they need to place a railroad spur across Waterworks Road to allow the railway cars to come onto their property. They have negotiated an agreement with BNSF Railroad for this to happen, however, there is disagreement whether the City owns the right of way over Waterworks Road, or whether DFI, Inc. purchased the rights when they bought the land.

To avoid a lengthy legal battle, and because the City desires to promote new business, an agreement has been reached whereby both parties would grant each other easements over the land. This would protect any property rights the City may have in that section of Waterworks Road.

This action would support the following Strategic City Goals:

1. Invest in our people: Incentives to assist in workforce development.

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.

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: **RECIPROCAL EASEMENT AGREEMENT**

DATE OF DOCUMENT: _____, 2025

GRANTORS: **DFI, INC.**
MAILING ADDRESSES: **1910 Roseport Road**
Elwood, Kansas 660214

THE CITY OF ST. JOSEPH, MISSOURI
1100 Frederick Ave.
St. Joseph, Missouri 64501

GRANTEES: **DFI, INC.**
MAILING ADDRESSES: **1910 Roseport Road**
Elwood, Kansas 660214

THE CITY OF ST. JOSEPH, MISSOURI
1100 Frederick Ave.
St. Joseph, Missouri 64501

LEGAL DESCRIPTION: **See Exhibit A, attached**

CITY CLERK
2025 JUN 23 AM 10:49

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement is made effective on the ___ day of _____, 2025 (“**Agreement**”) and is entered into between **DFI, INC.**, a Kansas corporation (“**DFI**”) and **The City of St. Joseph, Missouri**, a Missouri municipality (“**City**”) (each of DFI and the City are a “**Party**” and collectively, the “**Parties**”).

WHEREAS, on or about May 11, 2020 DFI purchased certain property located within St. Joseph, Buchanan County, Missouri as recorded in that certain General Warranty Deed recorded within the Recorder of Deeds within Buchanan County, Missouri at Book 3748, Page 455 and more particularly described as set forth in Exhibit A attached hereto (“**Property**”).

WHEREAS, DFI desires to develop the Property to construct a transload facility including a rail spur to facilitate the loading and unloading of rail cars on the Property (“**Transload Facility**”) as generally depicted in Exhibit B attached hereto (“**Preliminary Plat**”);

WHEREAS, the construction of the Transload Facility by DFI necessitates construction of a railroad crossing across a roadway commonly known as Waterworks Road (“**Waterworks Road**”) in the location generally depicted on Exhibit C attached hereto (“**Public Crossing**”);

WHEREAS, DFI asserts that the portion of Waterworks Road where the Public Crossing will be located is within the Property and owned by DFI;

WHEREAS, the City asserts that the portion of Waterworks Road where the Public Crossing will be located has been dedicated to the City;

WHEREAS, both DFI and the City recognize the risks and costs associated with seeking a final determination of the competing claims of ownership of that portion of Waterworks Road where the Public Crossing will be located and desire to avoid the same by entering into this Agreement.

NOW THEREFORE, DFI and the City, for and in consideration of the mutual promises contained herein, do hereby agree as follows:

1. **Reciprocal Easement Agreement.** DFI and the City, for and in consideration of the mutual covenants contained in this Agreement, hereby enter into the following reciprocal easement agreements benefiting and burdening that portion of Waterworks Road located within the Property and the Property:

a. **Easement to the City.** To the extent that portion of Waterworks Road located within the Property is owned by DFI, DFI does hereby grant, bargain, sell, and convey to the City, for use by the City, its lessees and invitees, an easement for the perpetual non-exclusive right of ingress and egress over that portion of Waterworks Road located within the Property and the Public Crossing.

b. Easement to DFI. To the extent that portion of Waterworks Road located within the Property is owned by the City, the City does hereby grant, bargain, sell, and convey to DFI, for use by DFI, its lessees and invitees, an easement for the perpetual non-exclusive right of ingress and egress over Waterworks Road located within the Property.

c. Maintenance of Waterworks Road. The City agrees to maintain that portion of Waterworks Road located within the Property in good condition and repair similar to that portion of Waterworks Road located south of the Property. The maintenance, repair, and restoration of Waterworks Road located within the Property shall be the responsibility of the City.

d. Construction of and Maintenance of the Public Crossing. DFI agrees to maintain the Public Crossing in good condition and repair. The maintenance and repair of the Public Crossing will be the responsibility of DFI.

e. Temporary Closings. Each party hereto reserves the right to close temporarily for purposes of repair, maintenance, and replacement all or any part of that portion of Waterworks Road located within the Property and the Public Crossing. In such event, such party shall not be liable to the other parties, their lessees or invitees, or any other party for any loss, damage, or inconvenience resulting from such temporary closing; provided, however, with respect to the Property, at all times DFI shall have access to the Property and the Public Crossing. In the event of any temporary closing of Waterworks Road on the Property, the Party initiating the temporary closing shall provide written notice, at least five (5) business days prior to the proposed temporary closing, to the other Parties specifying the portion of Waterworks Road that will be closed and the estimated duration of such temporary closure. The City hereby consents to DFI's temporary closing of Waterworks Road located within the Property in order for DFI to install the Public Crossing and related rail line tracts within the Property.

2. Successors and Assigns. Each and every agreement, promise, undertaking, condition, easement, right, privilege, and restriction contained in this Agreement (hereinafter referred to as the "Obligation of this Agreement") shall run with the land and shall be binding upon the parties making each Obligation of this Agreement, upon the property to be burdened with the easements created hereby, and upon any successor to all or any part of the property to be burdened, and shall inure to the benefit of the property to be benefited; provided, however, the foregoing shall not be construed or interpreted to vest any right in this Agreement in any lessee occupying space in any one or more of the buildings now or hereafter erected on the Property. Furthermore, the foregoing shall not be construed or interpreted to vest any ownership right by any railroad to any portion of Waterworks Road or the Public Crossing.


3. Subordination. The Parties agree that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon the Property, respectively, shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, will cause such lender to enter into and record, in conjunction herewith, a subordination agreement subordinating the lien of such instrument to the easements granted herein. Upon demand by the holder of any mortgage

(“Mortgagee”) covering all or any part of the Property, each Party not a party to such mortgage (each a “Non-Mortgaging Party”) shall execute and deliver an agreement in form satisfactory to the Non-Mortgaging Party and such Mortgagee by the terms of which the Non-Mortgaging Party will agree to give such Mortgagee notice of any default hereunder, and will agree to allow such Mortgagee a reasonable length of time after such notice to correct such default. Each Non-Mortgaging Party will upon request of the Mortgagee or any subsequent owner of the Property, respectively, execute an agreement in writing whereby such Non-Mortgaging Party does affirm its obligations under this Agreement.

4. **Reciprocal Indemnity.** Each Party hereby agrees, to the fullest extent allowed by law, to indemnify and hold each other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys’ fees) arising from, out of or in any manner connected with the acts or omissions of the indemnifying party in exercising the rights and obligations granted and set forth herein

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

DFI, INC.
a Kansas corporation



By: Mike Dunning
Its: President

STATE OF MISSOURI)
) ss.
COUNTY OF BUCHANAN)

On this 10 day of June, 2025, before me, a Notary Public, appeared Mike Dunning, to me personally known, who, being by me duly sworn did say that he is the President of DFI, Inc., a Kansas corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Mike Dunning acknowledged said instrument to be the free act and deed of said corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires:

Date: 6-10-25

Notary Public: Natalie Simpson
Printed Name: Natalie Simpson



THE CITY OF ST. JOSEPH, MISSOURI
a Missouri municipality

By: _____
Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF BUCHANAN)

On this ____ day of _____, 2025, before me, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn did say that he is the _____ of the City of St. Joseph, Missouri, a Missouri municipality, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said municipality by authority of its city charter, and said _____ acknowledged said instrument to be the free act and deed of said corporation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires:

Date: _____

Notary Public: _____

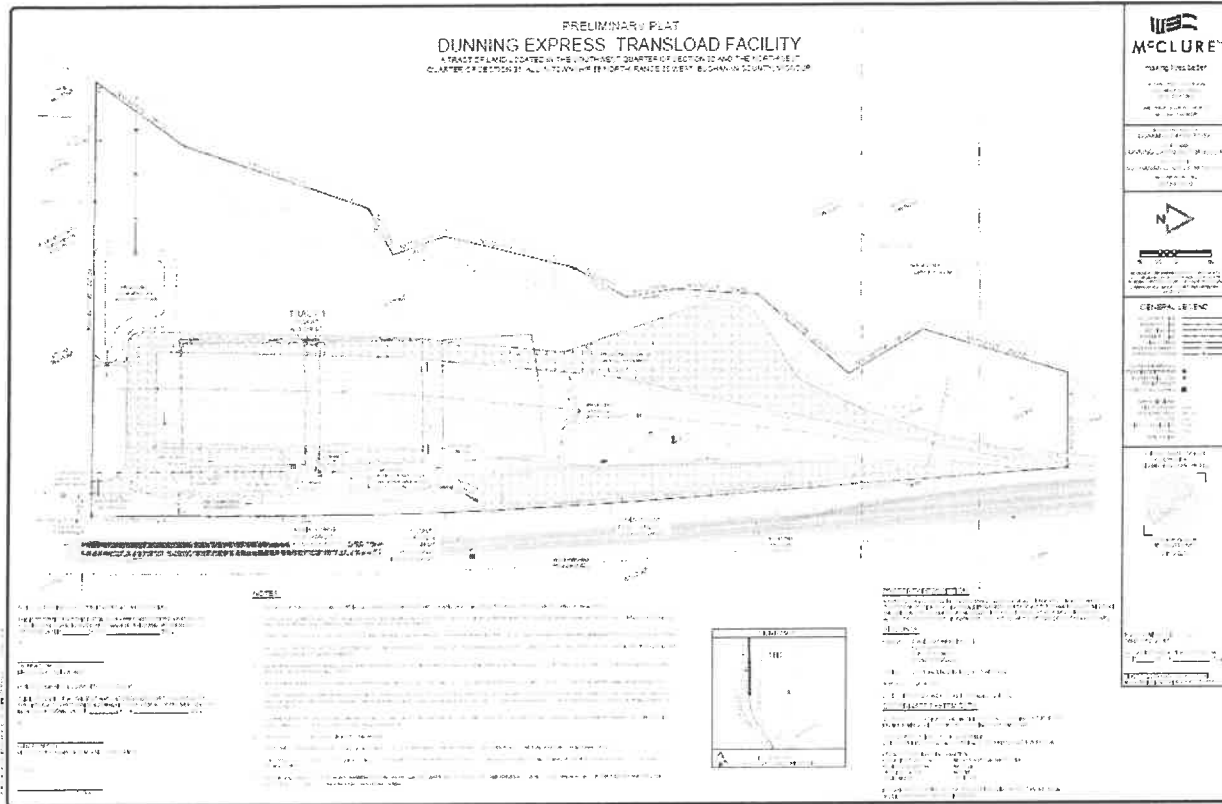
Printed Name: _____

EXHIBIT A
Legal Description of The Property

The following described real estate, situated in the County of Buchanan, and State of Missouri, to-wit:

A TRACT OF LAND SITUATE IN SECTIONS 30 AND 31, TOWNSHIP 58 NORTH, RANGE 35 WEST, BUCHANAN COUNTY, MISSOURI, SAID TRACT BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE QUARTER SECTION CORNER COMMON TO SECTIONS 30 AND 31, TOWNSHIP 58 NORTH, RANGE 35 WEST, BUCHANAN COUNTY, MISSOURI; THENCE WITH THE SECTION LINE COMMON TO SAID SECTIONS, S 89 DEGREES 33 MINUTES 46 SECONDS WEST 684.81 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE WITH SAID LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 04 DEGREES 39 MINUTES 39 SECONDS EAST 385.84 FEET; THENCE 606.93 FEET BY ARC DISTANCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 7589.79 FEET AND A CHORD BEARING SOUTH 02 DEGREES 18 MINUTES 54 SECONDS EAST 606.77 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 27 SECONDS EAST 313.54 FEET TO THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST 1/4 OF SAID SECTION 31; THENCE WITH SAID LINE, SOUTH 89 DEGREES 59 MINUTES 42 SECONDS WEST 782.47 FEET TO THE HIGH BANK OF THE MISSOURI RIVER AS IT EXISTED IN FEBRUARY OF 2002; THENCE WITH SAID BANK THE FOLLOWING COURSES AND DISTANCES: NORTH 36 DEGREES 15 MINUTES 57 SECONDS EAST 186.89 FEET; THENCE NORTH 18 DEGREES 52 MINUTES 22 SECONDS EAST 331.09 FEET; THENCE NORTH 61 DEGREES 38 MINUTES 47 SECONDS EAST 90.53 FEET; THENCE NORTH 19 DEGREES 56 MINUTES 24 SECONDS WEST 92.80 FEET; THENCE NORTH 13 DEGREES 49 MINUTES 58 SECONDS EAST 223.10 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 51 SECONDS EAST 102.59 FEET; THENCE NORTH 09 DEGREES 39 MINUTES 44 SECONDS WEST 84.69 FEET; THENCE NORTH 03 DEGREES 39 MINUTES 49 SECONDS EAST 142.06 FEET; THENCE NORTH 41 DEGREES 07 MINUTES 48 SECONDS EAST 205.78 FEET; THENCE NORTH 31 DEGREES 14 MINUTES 43 SECONDS WEST 146.84 FEET; THENCE NORTH 16 DEGREES 43 MINUTES 53 SECONDS EAST 256.22 FEET; THENCE DEPARTING FROM SAID BANK, NORTH 89 DEGREES 32 MINUTES 02 SECONDS EAST 161.62 FEET TO THE WEST RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE WITH SAID LINE, SOUTH 04 DEGREES 39 MINUTES 39 SECONDS EAST 349.64 FEET TO THE POINT OF BEGINNING.

EXHIBIT B Plat Map



BILL # 1302-22

AN ORDINANCE AUTHORIZING THE EXECUTION OF A BILLING AND COLLECTION COOPERATIVE AGREEMENT WITH BUCHANAN COUNTY, MISSOURI, AND THE BUCHANAN COUNTY COLLECTOR TO PROVIDE FOR THE COLLECTION OF SPECIAL TAX BILLS ISSUED BY THE CITY OF ST. JOSEPH, MISSOURI, IN THE SAME MANNER AS REAL PROPERTY TAXES ARE COLLECTED BY THE COUNTY AND COLLECTOR.

WHEREAS, the City of St. Joseph (the "City") is authorized by state law and city code to issue special tax bills for unpaid invoices which were issued to property owners for nuisance abatement fines, property maintenance penalties, demolition costs, and other expenses incurred by the City on behalf of the property owner; and

WHEREAS, state law allows governmental agencies, such as the City and Buchanan County (the "County") to enter into cooperative agreements for the purpose of providing for common services for billing and collection; and

WHEREAS, the City, County, and Buchanan County Collector (the "Collector") have reached an agreement whereby the County and Collector will collect special tax bills issued by the City in the same manner in which the County and Collector collect real property taxes on an annual basis; and

WHEREAS, the Agreement is in addition to previous agreements entered into by the parties for the billing and collection of real and personal property taxes.

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

SECTION 1. That the Agreement by and between the City, Buchanan County, and the Buchanan County Collector, 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, in substantially the form as that attached hereto, by and on behalf of the City, 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 said Agreement.

SECTION 3. That the Director of Finance be, and hereby is, authorized to record the expenditure in accordance with the terms of said Agreement.

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: _____, 20____

Attest: _____
City Clerk

Mayor

Date: July 7, 2025

Amount:

Account Number:

EXPLANATION TO COUNCIL BILL
ORIGINATING DEPARTMENT: Legal

PURPOSE: To authorize the execution of a Billing and Collection Cooperative Agreement with Buchanan County, Missouri, and the Buchanan County Collector, for the collection of special tax bills issued by the City of St. Joseph, Missouri, in the same manner as real property taxes are collected.

REMARKS:

This ordinance provides for the execution of a Billing and Collection Cooperative Agreement with Buchanan County and the Buchanan County Collector whereby the County and Collector will attempt to collect special tax bills issued by the City in the same manner as the County and Collector collect annual real property taxes. The City issues special tax bills when amounts owed to the City by property owner for nuisance abatement fines, property maintenance penalties, demolition costs, and other expenses remain unpaid by the property owners. Currently, the City has very few mechanisms available to it to attempt to collect the special tax bill amounts. The Agreement between the City, County, and Collector will allow the City to submit a certified list of unpaid special tax bills to the Collector on an annual basis. The Collector will then add the unpaid special tax bill amounts to the real property tax rolls, such that the special tax bills will be assessed to, and collected from, the property owners in the same manner as the Collector collects real property taxes. The County may withhold a sum equal 2% of special tax bills and other fees collected as compensation for the services provided to the City and will remit the remaining 98% to the City.

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

1. Build Community Connections: Build and maintain connections with community partners.
2. Ensure Fiscal Responsibility.

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.

BILLING AND COLLECTION COOPERATIVE AGREEMENT

THIS BILLING AND COLLECTION COOPERATIVE AGREEMENT (the “Agreement”) is hereby made and entered into on this ____ day of _____, 2025, by and between the City of St. Joseph, Missouri, a municipal Corporation, hereinafter referred to as “the City,” and the County of Buchanan, State of Missouri, by and through the Buchanan County Collector, hereinafter referred to as “the County.”

WHEREAS, the City and the County have been contractually obligated since May 26, 1998 in regard to the billing and collection of real and personal property taxes within the City and the County via Special Ordinance Number 4751, which was subsequently amended via Special Ordinance Number 8055, dated August 23, 2010; which was subsequently amended via Special Ordinance Number 8404, dated April 16, 2012; which was subsequently amended via Special Ordinance Number 9170, dated January 30, 2017; and

WHEREAS, by virtue of the provisions of the Statutes of the State of Missouri, namely Section 50.332, an agreement may be entered into between governmental agencies such as the City and the County for the purpose of providing common services for such billing and collection; and

WHEREAS, the City now desires the County to provide billing and collection services with regard to nuisance abatement fines, property maintenance penalties, demolition costs, and other special tax bills assessed by the City and left unpaid by the property owner; and

WHEREAS, by this Agreement the County agrees to collect nuisance abatement fines, property maintenance penalties, demolition costs, and other special tax bills assessed

by the City in the same manner as the County collects annual real and personal property taxes; and

WHEREAS, this Agreement shall be in addition to the previous agreements for billing and collection of real and personal property taxes and said agreements are unaltered by this Agreement

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

I.

RESPONSIBILITIES OF PARTIES

1.1 Billing Function. The County, by and through its County Collector, shall send out, on behalf of the City, tax bills relating to the collection of nuisance abatement fines, property maintenance penalties, demolition costs, and other special tax bills assessed by the City (collectively, the “Special Tax Bills”). The County Collector shall adhere to the same procedures in billing for the City’s Special Tax Bills as are set out statutorily for the billing of County real and personal property taxes.

1.2 Collection Function. The County, by and through its County Collector, agrees to collect, on behalf of the City, all monies due and owing the City as Special Tax Bills.

1.3 Initial Term; Renewal. This Agreement shall be in effect for the tax year 2025 and for each subsequent year thereafter unless terminated in accordance with Section 3.1 herein.

1.4 Certification of Costs. The City shall deliver an annual list of Special Tax Bills, and supporting documentation, to the County Collector by no later than September

1st of each calendar year during which this Agreement remains in effect. The City shall provide all other such assistance, documentation or other information as may be required by the County to perform its responsibilities pursuant to this Agreement.

1.5 Remittance to City. All Special Tax Bills collected by the County Collector shall be remitted to the City on the 15th day of each month; provided, however, that said Collector shall, for good cause shown, have until the 25th day of the month to make such remittance; and further provided that the percentage to be paid by the City for such billing and collection services, as set forth in Section 2.1 below, shall be deducted from all such Special Tax Bills collected before such remittance is made.

1.6 Fees for Non-Payment. Delinquent Special Tax Bills shall be assessed the same delinquent fees and interest charges as authorized by the State of Missouri for delinquent County taxes. The interest collected by the County, on behalf of the City, shall be remitted to the City at the same time as the associated Special Tax Bill remittance.

1.7 Delinquent Lists. Twice annually, the County shall provide to the City a list of delinquent Special Tax Bills, by year. The delinquent list, as of March 1st, will be provided by no later than March 20th. The delinquent list, as of June 30th, will be provided by no later than July 10th.

1.8 Audit. At least once a year the City shall have the right to audit the books of the County Collector pertaining to the billing and collection of Special Tax Bills; provided, however, that any such audit does not unduly interfere with the ordinary business of the said Collector.

1.9 **Transfer of Property.** The County Collector may remove any Special Tax Bill assessed against an owner or property if the County learns that ownership of the Property has been transferred.

1.10 **Verification of Ownership.** The City is responsible for verifying ownership of the property for which the Special Tax Bill was assessed prior to the City's submission of the annual list of unpaid Special Tax Bills to the County.

1.11 **Amendments.** This Agreement may be amended, in writing, via ordinance upon mutual agreement of the parties. Nothing in this Agreement shall preclude the City and the County, upon mutual agreement, from entering into separate written agreements for additional services on an as-needed basis.

II.

COMPENSATION

2.1 **Compensation.** The County may withhold a sum equal to two percent (2%) of the Special Tax Bills and other fees collected by the County on behalf of the City as compensation for the services provided by the County pursuant to this Agreement. Such sum shall be paid by the County Collector to the General Revenue Fund of the County. The County shall remit to the City the remaining ninety-eight percent (98.0%) of all Special Tax Bills collected on behalf of the City.

2.2 **Reporting.** No later than April 1st of each year, the County shall provide the City with a report indicating the total amount received in the prior fiscal year from collection of Special Tax Bills.

III.

TERMINATION

3.1 **Notice.** This Agreement shall commence on the date of the execution of the same and terminate upon two hundred seventy (270) days' written notice by either Party; provided that such written notice is given prior to January 1st of the upcoming tax year. Said notice shall be directed, by the County, to: City Manager, Room 305 City Hall, 1100 Frederick Avenue, St. Joseph, MO 64501; and, by the City, to: Presiding Commissioner, 411 Jules Street, St. Joseph, MO 64501.

IV.

OTHER PROVISIONS

4.1 **No Liability.** The County shall not be liable to the City, or any other body or person, of the failure or inability of the County to Collect the Special Tax Bills on behalf of the City.

4.2 **Records.** All records maintained by the County or the Collector with respect to the Special Tax Bills shall be available to the City for review and inspection at all reasonable times.

4.3 **Renewal.** This Agreement shall automatically renew annually unless terminated by either Party or upon mutual consent to terminate.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed
the day and year first written above.

CITY OF ST. JOSEPH, MISSOURI

Mike Schumacher,
City Manager


ATTEST:

City Clerk

BUCHANAN COUNTY, MISSOURI



Presiding Commissioner



County Collector

ATTEST:



County Clerk

County Commission, Buchanan County, Missouri

STATE OF MISSOURI, }
County of Buchanan, }

SS.

APRIL TERM, 2025

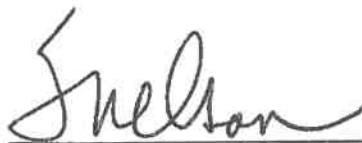
In the County Commission of said County, on ~~Wednesday, June 11, 2025~~ the following, among other proceedings, were had viz:

The Buchanan County Commission authorizes Presiding Commissioner Scott Nelson to sign the Billing and Collection Cooperative Agreement with the City of St. Joseph.

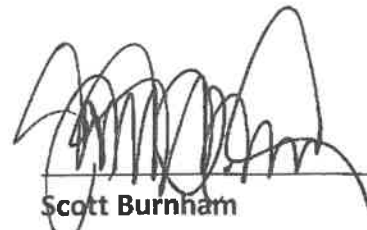
See attached.

It is so ordered.

Ron Hook
Western District Commissioner



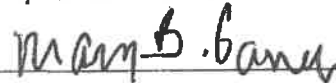
Scott Nelson
Presiding Commissioner



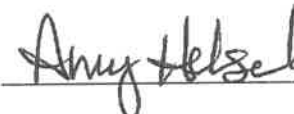
Scott Burnham
Eastern District Commissioner

STATE OF MISSOURI, }
County of Buchanan, }

I, Mary Baack-Garvey, Clerk of the County Commission and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of said County Commission, on the day and year above written, as the same appears of record, in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said County Commission at office in the Courthouse in St. Joseph, MO.



Clerk County Commission

By 

BILL # 1303-22

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE LANDFILL FUND BUDGET IN THE AMOUNT OF \$35,331.00 AND AUTHORIZING THE BALLOON PAYMENT DUE FOR ONE (1) 326 HYDRAULIC EXCAVATOR FROM FOLEY EQUIPMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$68,240.00.

WHEREAS, City Council adopted Resolution No. 45115 on March 23, 2020, authorizing a five-year conditional lease agreement with Caterpillar Financial Services for \$37,542.86 per year for a 326F hydraulic excavator with the option to pay a lump sum at the end of the lease; and

WHEREAS, the final lump sum payment is now due in the amount of \$68,240.00 to pay off the 326F hydraulic excavator.

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

SECTION 1. That the Landfill Fund budget be, and hereby is, amended for Fiscal Year 2024-2025 as follows:

REVENUE

| <u>Account</u> | <u>Description</u> | <u>Increase</u> |
|----------------|---------------------------------|-----------------|
| 1260-5999 | Appropriation from fund balance | \$35,331.00 |

APPROPRIATION

| <u>Account</u> | <u>Description</u> | <u>Increase</u> |
|----------------|----------------------------|-----------------|
| 1260-1470 | Vehicle & Equipment Rental | \$35,331.00 |

SECTION 2. That the City Manager be, and hereby is, authorized to approve the final payment for the hydraulic excavator, purchased from Foley Equipment and financed through Caterpillar Financial Services, in the amount of \$68,240.00.

SECTION 3. That the City Manager, 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 budget amendment in the financial records of the City, record the expenditure in the Fiscal Year 2024-2025 in the amount of \$68,240.00 to the Landfill Fund budget, Account Number 1260-1470 (Vehicle & Equipment Rental) and issue a warrant when directed to do so by the Director of Public Works and Transportation.

SECTION 5. That this ordinance shall be in full force and effect from and after the date of passage.

Approved as to form:

City Attorney

Passed: _____, 20____

Attest: _____
City Clerk

Mayor

Date: July 7, 2025
Amount: \$68,240.00
Account Number: 1260-1470

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To authorize an amendment to the Landfill Fund budget in the amount of \$35,221.00 and to authorize the balloon payment for the purchase of one (1) 326 hydraulic excavator from Foley Equipment for use at the Landfill Division in the amount of \$68,240.00.

REMARKS: On March 23, 2020, the Council adopted Resolution No. 45115, authorizing a five-year conditional lease agreement with Caterpillar Financial Services Corporation for the annual amount of \$37,542.86 for the use of a 326F hydraulic excavator. The agreement included an option to purchase the equipment at the end of the lease term through a one-time lump sum payment. This ordinance seeks authorization to proceed with the final buyout of the excavator for \$68,240.00. The FY24/25 adopted budget currently has \$32,909.00 available in 1260-1470 to use towards the balloon payment. Therefore, only \$35,331.00 will need to be appropriated from the fund balance to cover the remainder of the payment.

This piece of equipment is integral to landfill operations and is utilized daily, performing tasks such as cleaning storm ponds, loading fill trucks, removing waste from overfilled areas, excavating clay for the cell liner, and removing cap rock for cell construction, as well as performing numerous other applications.

Project#470405

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

1. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.
2. Create a Clean & Vibrant City: Maintain and continue the development of landfill.

| | |
|--|----------------------|
| PROJECTED FUND BALANCE BEFORE AMENDMENT \$ | 11,976,565.72 |
| - LANDFILL FUND | |
| AMENDMENT TO/APPROPRIATION FROM FUND \$ | (35,331.00) |
| BALANCE | |
| PROJECTED FUND BALANCE AFTER AMENDMENT - \$ | 11,941,234.72 |
| LANDFILL 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.

Date: July 7, 2025
Amount: \$210,000.00
Account Number: 8900-1498

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To authorize a contract with the St. Joseph Chamber of Commerce for economic development services in the amount of \$210,000.00.

REMARKS: The St. Joseph Chamber of Commerce works closely with the City on assisting existing businesses to maintain and expand their current operations in St Joseph. In addition, the Chamber of Commerce works with the City to help recruit new business to St. Joseph. A list of these retention and recruitment programs are identified in the attached contract.

This Resolution authorizes the St. Joseph Chamber of Commerce to provide economic development services to the City of St. Joseph, Missouri, for a period beginning July 1, 2025 and ending June 30, 2026. The Contract includes language that would allow the City to delay payment if revenues are not sufficient to cover the full balance of quarterly payments.

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.

CONTRACT FOR
PROFESSIONAL SERVICES

THIS CONTRACT is hereby made and entered into on this 24 day of June, 2025, by and between the City of St. Joseph, Missouri, a municipal corporation, hereinafter referred to as the "CITY," and the St. Joseph Chamber of Commerce, a not-for-profit corporation, hereinafter referred to as the "CHAMBER." The CITY and CHAMBER are collectively referred to herein as the "Parties".

WITNESSETH:

1. The CHAMBER shall provide economic development services for the CITY beginning July 1, 2025, and ending June 30, 2026. Said services shall include business recruitment and retention programs involving activities such as the following:

- (a) Business recruitment activities designed to provide new jobs and an increased tax base for the community;
- (b) Coordination of recruitment activities with the Missouri Division of Community and Economic Development and other economic development organizations;
- (c) Compilation of research and economic data as appropriate for use in business recruitment programs and by local businesses;
- (d) Efforts to address issues of concern to local businesses and to assist with promoting a healthy business climate within the community;
- (e) Business retention and expansion programs for existing businesses; and
- (f) Other services, as feasible, necessary, and appropriate, to help expand the community's job base and increase the City's tax base.

2. The CHAMBER shall provide the personnel required to perform the above-referenced services.

3. Upon request, the CHAMBER shall provide the CITY with copies of economic data and printed CHAMBER materials relating to the City of St. Joseph. Such information shall be provided to the CITY at no cost. Additionally, members of the CHAMBER'S staff shall provide technical support to the CITY for economic development issues.

4. The CHAMBER shall submit a proposal identifying how City funds will be utilized by the CHAMBER during the fiscal year referenced in paragraph one (1) above. Said proposal shall identify programs and special projects; shall be attached to this Contract as an Exhibit; and

shall be concurrently approved by the City Council of the City of St. Joseph, Missouri. The CHAMBER shall also provide a copy of its budget for economic development services to the CITY, which shall include data on how City funds are being utilized for these activities.

5. In consideration of the above-referenced services, and subject to the conditions stated in paragraph 4 above, the CITY shall pay the CHAMBER the total sum of Two Hundred and Ten Thousand Dollars (\$210,000.00) in four (4) equal installments of Fifty-Two Thousand Five Hundred Dollars (\$52,500.00) on July 1, 2025; October 1, 2025; January 1, 2026; and April 1, 2026. Notwithstanding the foregoing, in the event the City does not receive sufficient Gaming Fund revenues to fund all obligations, pay all contributions appropriated during Fiscal Year 2026 (beginning on July 1 and continuing through June 30 of the subsequent year), and maintain desired reserves, it may withhold payment due under this Contract until such time that the City, in its sole discretion, receives necessary revenue, whether during Fiscal Year 2025/2026 or a time thereafter.

6. Payments made by the CITY to the CHAMBER pursuant to this Contract may be made in the name of the "St. Joseph Chamber of Commerce", In the event the CITY issues any payment to the "St. Joseph Chamber of Commerce," the CHAMBER agrees that issuance of that payment will satisfy the CITY'S obligation to issue payment(s) to the CHAMBER in accordance with this Contract. In the event any claims are brought by the CHAMBER or any third party relating to the CITY'S issuance of a payment to the "St. Joseph Chamber of Commerce," or any entity of a substantially similar name, the CHAMBER agrees to defend, hold harmless, and indemnify the CITY from and against such claims (whether legal or equitable) for damages, causes of action, costs, attorneys' fees, expenses, and liabilities.

7. Based upon the proposal submitted by the CHAMBER and approved by the City Council, which is referred to in paragraph 4 above, the CHAMBER shall file a report with the City Clerk outlining the economic development services and activities provided by the CHAMBER under this Contract. Said report shall be filed annually, before July 1st of each year, with a copy to the City Manager.

8. The CHAMBER shall provide the CITY with a copy of its audit when completed as well as a statement from the CHAMBER'S auditor, in a form approved by the CITY and the CHAMBER'S auditor, stating that City funds were used as intended.

9. The Parties to this Contract agree that the CHAMBER is an independent contractor and the CHAMBER shall not, under any circumstances, be deemed an employee of the CITY. The

CHAMBER agrees to indemnify, defend, and hold harmless the CITY, its officials, employees, and agents, from and against any and all loss, liability, or damage as a result of claims, demands, costs, or judgments arising by virtue of this Contract, or of whatever nature, made by or on behalf of any person or persons for any wrongful act or omission arising from the CHAMBER'S operation under this Contract.

10. The CHAMBER shall abide by all federal, state and local laws, rules, regulations and ordinances, which may now or hereafter be in effect, applicable to providing services under this Contract, and the CHAMBER agrees to indemnify, defend and hold harmless the CITY, its officials, employees, and agents, from and against any violation of said laws, rules, regulations and ordinances.

11. The CHAMBER shall furnish the CITY with certificates of insurance for workers' compensation, general liability, and property damage, including automobile coverage in an amount of not less than Two Million Dollars (\$2,000,000.00) aggregate. 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. The CITY shall be named as an additional insured with duty of defense on all insurance policies required hereunder. 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.

12. This Contract is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. The CHAMBER shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations, or national origin.

13. The CHAMBER agrees that no employee of the CHAMBER, or their designees or agents, shall have any interest, direct or indirect, in this Contract other than in the direct course of his/her employment with the CHAMBER.

14. This Contract shall automatically renew annually for up to five (5) additional one-(1) year terms unless terminated by the CITY or CHAMBER pursuant to due and legal authority.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed the above and foregoing, as of the date first written above.

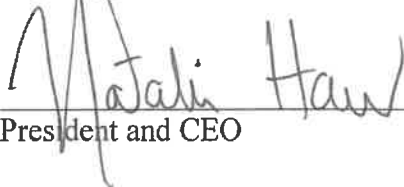
CITY OF ST. JOSEPH, MISSOURI

City Manager

ATTEST:

City Clerk

ST. JOSEPH CHAMBER OF COMMERCE



President and CEO

Exhibit

OBJECTIVE: Create Jobs and New Investment

STRATEGIES:

- Assist existing companies with local and state incentive options to encourage new capital investment, secure existing jobs, and promote future job growth.

Action Items:

- Conduct retention calls with local industry and industry related businesses to discuss current state of business and evaluate opportunities for continued investment and growth.
 - Work with companies that have capital investment and job growth opportunities on eligible incentive options.
 - Make visits to company headquarters to build relationships with corporate.
 - Grow interest in Manufacturers Council.
 - Work with a consultant to create a long-range strategic plan for Economic Development including feedback from community stakeholders.
-
- Create a strategy to attract quality jobs to the community.

Action Items:

- Work with a consultant to do a Labor Basin Study to better understand our market and to substantiate an available workforce for job creating projects.
- Explore with local cluster industries a supplier recruitment initiative.
- Continue to evaluate Missouri Partnership and KCADC project requests for information (RFI's) to St. Joseph product availability and assets and participate in the completion of RFI and site evaluation process.
- Continue participation with the Missouri Partnership and KCADC on site selector visits.
- Continue to evaluate and pursue ag business technology sector initiative.
- Advocate for improvement of community infrastructure serving existing business and promote the development of shovel-ready sites for future industrial development.

- Economic Development marketing to attract new business.

Action Items:

- Secure funding to support marketing program.
- Continue marketing to attract companies considering small to medium size urban areas.
- Utilize digital marketing to reach out to targeted industries and site selectors.

- Consider greater marketing presence in the Kansas City area.
 - Participate in cooperative marketing and site selector events with the Missouri Partnership.
 - Work with consultants to set up face-to-face site consultant meetings and have representation at national industry trade shows.
- Build and maintain relationships in the Kansas City region with commercial brokers, commercial developers, site selectors, and key business decision makers.
- Action Items:
- Sponsor broker/site selector events highlighting St. Joseph and its assets.
 - Participate with MO Partnership and KCADC in broker and site selector events.
 - Participate in regional industry cluster activities.
 - Consider opportunities to partner with economic development agencies and communities in NW Missouri and NE Kansas.

OBJECTIVE: Provide Infrastructure to Sustain Development and Redevelopment

STRATEGIES:

- Identify and promote available land and buildings to support prospect activity.
- Action Items:
- Promote and feature available industrial and commercial buildings and properties on the ED Website.
 - Develop relationships with local commercial developers to facilitate development and maintain knowledge of available industrial and commercial buildings and properties.
 - Create a video to showcase Eastowne Business Park.
 - Continue to work with City of St Joseph and the 139th Airlift Wing on future opportunities to market decommissioned assets for economic development purposes by utilizing Rosecrans Airport marketing study.
- Address options associated with land for industrial development and future business park development.
- Action Items:
- Engage City, County and Business Park Corp. regarding continued need for industrial property, including future business park development.
 - Work with private local developers on future business park development.

- Develop planning document to pursue options for long-term development.
- Partner with City, County and local utility providers on future infrastructure needs.

OBJECTIVE: Provide Programs to Support an Available and Quality Workforce

STRATEGIES:

- Continue Chamber’s role as facilitator for community workforce development efforts.

Action Items:

- Utilize Workforce Development Alliance to pursue industry-based cooperative education and training initiatives.
- Continue to support North Central and MWSU on locally-offered training and education.
- Continue marketing programs and events to inform students, school counselors, teachers and parents about career opportunities for students.
- Continue partnership with the School District to support apprentice program and real-world learning initiatives.

- Assist and support local employers in attracting talent.

Action Items:

- Utilize Uncommon Life initiative to support talent recruitment and retention.
- Advocate for focus on improving community amenities to improve lifestyle to assist in attracting talent to the community, including housing.
- Develop partnership with MWSU to provide internships and job placement in local businesses.
- Identify and work with technical schools in the region to recruit students to local employers.
- Continue digitally based talent attraction marketing campaign.
- Conduct research to identify workforce gaps and markets to recruit from.

OBJECTIVE: Grow and Support Entrepreneurial Culture

STRATEGIES:

- Develop collaborative programs that create infrastructure to support entrepreneurial activity and start-up businesses.

Action Items:

- Engage and partner with various organizations such as MWSU, City and County to collaborate and support initiatives to build an entrepreneurial culture.
- Continue to support the establishment of a St Joseph Market (restaurant and retail incubator).
- Continue to work with the Small Business Development Center on education, programs and events to support entrepreneurial and start-up businesses.

OBJECTIVE: Influence Issues that Impact Community and Business Success

STRATEGIES:

- Pursue community growth strategy that addresses issues of future land use, housing and infrastructure.

Action Items:

- Engage current housing task force that provides leadership and collaboration of both public and private sector, creating a plan for future housing needs in the community.
 - Pursue planning for future residential growth that includes specific revisions to zoning and infrastructure needs.
 - Continue Adopt a Block and support of other community beautification programs.
- Continue to engage in issues that impact the revitalization of Downtown St. Joseph.
 - Collaborate with downtown entities and businesses to develop an overall plan for the revitalization of downtown.
 - Work with the City on needed investment in infrastructure and amenities in the downtown area.
 - Focus on pursuing a common focus for downtown and the necessary leadership to provide day to day to efforts to improve downtown.

2025 BUDGET
ST. JOSEPH CHAMBER OF COMMERCE
ECONOMIC DEVELOPMENT

REVENUES

| | |
|------------------------------|-------------------------|
| Program Fees | 243,500 |
| Miscellaneous | 61,800 |
| Economic Development Funding | |
| City Contract | 210,000 |
| County Contract | 205,000 |
| Partnership for Success | 480,000 |
| Workforce Alliance | 30,000 |
| <i>Subtotal</i> | <u>925,000</u> |
| TOTAL REVENUE | <u>1,230,300</u> |

EXPENDITURES

| | |
|--------------------------|-------------------------|
| Personnel Expense | 810,604 |
| Services | 184,381 |
| Materials and Supplies | 6,000 |
| Program Fees | 142,480 |
| Building Expense | <u>46,650</u> |
| TOTAL EXPENSE | <u>1,190,115</u> |
| NET INCOME/(LOSS) | <u><u>40,185</u></u> |

Date: July 7, 2025
Amount: \$546,617.00
Account Number: 6710-1495

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Health Department

PURPOSE: A resolution authorizing a funding agreement with the Social Welfare Board dba Stuber Health Center in an amount not to exceed \$546,617.00 for the purpose of providing ambulatory and other health and wellness services for qualified persons.

REMARKS: The Social Welfare Board dba Stuber Health Center provides comprehensive health care for low-income residents of St. Joseph and Buchanan County. The Clinic offers medical and dental care, health education programs, diet counseling, crisis counseling and emergency services to residents regardless of their insurance status (except Medicare) with income at or below 200% of the federal poverty guideline.

The funding agreement identifies the terms of the agreement between the City and the Stuber Health Center and authorizes the payment of the funding amount. In account 6710-1495 (Special Contributions), the dollar amount proposed in the Fiscal Year 2025-2026 City Budget allocates \$546,617.00 to the Stuber Health Center for medical and emergency services. This amount is an increase from the previous year in the amount of \$18,049.00 and is in the FY2026 budget.

The City and Stuber Health Center have a separate lease agreement for the space that is provided for them to provide services (6,019 square feet). The agreement also includes the cost of utilities, certain supplies, maintenance agreements (HVAC, elevator, sprinkler system, alarm monitoring) and general liability insurance equaling \$142,907.55 at no cost to the Stuber Health Center.

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.

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is made and entered into on this ¹⁴ day of May, 20~~25~~²⁴ (the "Effective Date") by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (the "City") and the Social Welfare Board dba Stuber Health Center, a quasi-governmental entity operating under the authority of RSMo. 205.770 through RSMo. 205.840 (the "SWB" or the "Recipient"), hereinafter, jointly referred to as the "Parties."

RECITALS

WHEREAS, the Recipient is a quasi-governmental entity operating a free and charitable clinic that provides medical and dental care for Buchanan County residents;

WHEREAS, the Recipient is co-located at Patee Market Health Center with the City of St. Joseph Health Department;

WHEREAS, the Recipient receives substantial funding from other sources, including Buchanan County and the Community Development Block Grant (CDBG) program;

WHEREAS, the Recipient agrees to provide medical aid and emergency relief for qualified persons in the St. Joseph area throughout the period of this Agreement; and to provide staffing for the operation of its programs; and

WHEREAS, the Recipient agrees to provide a copy of its current budget to the City, said budget to be attached to this Agreement as *Exhibit A*.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I **Recipient General Obligations**

A. Obligation. The Recipient shall use the compensation provided by the City to conduct the services set out in Section B below in accordance with this Agreement.

B. Services. The Recipient shall provide medical aid and emergency relief for qualified persons in the St. Joseph area throughout the period of this Agreement; and shall provide staffing for the operation of its programs.

C. Invoices. The Recipient shall submit invoices to the City, at the address identified below, by the 10th day of each month following the month during which services were provided for the monthly amount payable pursuant to this Agreement.

D. Reporting: Budget. The Recipient shall file a report with the City Manager by the 15th day of January, April, July, and October, summarizing all activities and operations of the Recipient for the previous quarter, including, but not limited to, the number of persons who received medical aid and emergency relief during the previous quarter, as well as a detailed list of all sources of revenue for the previous quarter, including the name of each agency, business, or individual acting as a revenue source for the Recipient and the corresponding amount of revenue received from each identified source. The City Manager shall forward these quarterly reports to the City Council for its review and consideration. The Recipient shall provide a copy of its current budget to the City, said budget to be attached to this Agreement as *Exhibit A*.

E. Insurance.

(i) The Recipient shall maintain Commercial General Liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage.

(ii) The City reserves the right to approve the insurance carrier issuing said policy of insurance. To the extent required by law, the Recipient agrees to provide Workers' Compensation and Employer's Liability insurance.

(iii) The Recipient shall not suffer any article to be brought into, or act done on or in, the Leased Premises that might in any way vitiate or increase the premiums on the policy or policies of insurance held by the City on the Patee Market Health Center.

(iv) The Recipient shall furnish a Certificate of Insurance to the City's Risk Manager, prior to the commencement of this Agreement, evidencing its compliance with the insurance requirements enumerated herein. The City shall be named as an additional insured on the Certificate of Insurance.

(v) 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.

F. Indemnification. The Recipient and its successors and assigns promise to defend, hold harmless, and indemnify the City from and against any and all claims, whether legal or equitable, damages, causes of action, costs, attorneys' fees, expenses, and liabilities by or on behalf of any person or entity, including governmental bodies, directly resulting from the contribution or the City's role or relationship with the Recipient, except when such claims arise from the gross negligence or willful misconduct of the City. In the event that any action or proceeding is brought against the City, the Recipient covenants to resist and defend such actions or proceedings.

G. Payment of Taxes and Fees. The Recipient agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges, of whatever nature, which may be applicable to the Recipient, and to obtain and keep current all licenses, whether municipal, state, or federal, required for the conduct of its operation and programs. The Recipient further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges

to become delinquent.

Article II
City General Obligations

In consideration of the above services, the City agrees to pay the Recipient (i) Five Hundred Forty-Six Thousand Six Hundred Seventeen Dollars (\$546,617.00) for medical aid and emergency relief services. Payment will be made by the City to the Recipient in twelve (12) monthly installments of Forty-Five Thousand Five Hundred Fifty-One Dollars and Forty-Two Cents (\$45,551.42) from 1 July 2025 through 30 June 2026. Such payment shall be made to the Recipient via wire transfer or check within thirty (30) days following the City’s receipt of the monthly invoice from the Recipient.

Article III
Miscellaneous

A. Acknowledgment. The parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted.

B. Applicable Legal Requirements. In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the services for which funding is provided pursuant to this Agreement.

C. Amendments. This Agreement may be amended from time to time in writing, which shall be executed by all Parties.

D. Assignment. The Recipient shall not assign this Funding Agreement, suffer any use of the Leased Premises other than that herein specified, or let or sublet the same, without the prior express written consent and approval of the City.

E. Governing/Choice of Law and Venue. This Agreement shall be governed by, and construed and interpreted in accordance with, the 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 this Agreement, or other agreement between the Parties, or disputes relating thereto, shall be brought in a court of competent jurisdiction located in St. Joseph, Buchanan County, Missouri.

F. 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.

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

To the City: City of St. Joseph Health Department
Attention: Director of Health
904 S. 10th Street, Ste E
St. Joseph, Missouri 64503

To Recipient: Social Welfare Board dba Stuber Health Center
Attention: Executive Director
904 S. 10th Street, Ste A
St. Joseph, MO 64503

H. Severance. 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.


I. 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, as modified by the attached addendum, if any, contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the Recipient and the City have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first written above.

CITY OF ST. JOSEPH, MISSOURI

**SOCIAL WELFARE BOARD
dba STUBER HEALTH CENTER**

Mike Schumacher, City Manager

 PND, RN, NP-C

Latha Varghese, Executive Director

ATTEST:

APPROVED AS TO FORM:

Paula Heyde, City Clerk

City Attorney

SOCIAL WELFARE BOARD dba STUBER HEALTH CENTER
PROPOSED BUDGET
FY 2025-26

| REVENUES | Budget for 2025-26 | |
|--|---------------------------|---------------------|
| City of St. Joseph | \$ | 515,676.00 |
| 6% increase | \$ | 30,941.00 |
| County of Buchanan | \$ | 321,000.00 |
| 6% increase | \$ | 19,260.00 |
| Core Funding | \$ | 886,877.00 |
| Community Development Block Grant | \$ | 78,850.00 |
| Title X | \$ | 187,533.00 |
| SMHW-BCCCP Federal | \$ | 10,000.00 |
| SMHW-BCCCP State | \$ | 15,000.00 |
| SMHW-Wise Women Federal | \$ | 26,000.00 |
| ELC CHW (MoDHSS) | \$ | 117,400.00 |
| Government Revenue | \$ | 434,783.00 |
| Individual Donations | \$ | 1,000.00 |
| Mosaic-APN | \$ | 85,000.00 |
| Friends of the Free Clinic | \$ | 25,000.00 |
| Patient Relief Fund | \$ | 15,000.00 |
| Organization Donations/Grants | \$ | 3,000.00 |
| Corporate Donations | \$ | 3,000.00 |
| Foundation Donations | \$ | 5,000.00 |
| In Kind Donations - Medical Services | \$ | 400,000.00 |
| In Kind Donations - Medical Supplies | \$ | 750,000.00 |
| In Kind Donations - Facilities | \$ | 119,232.47 |
| Grants and Donations | \$ | 1,406,232.47 |
| Patient Fees - Medical | \$ | 1,000.00 |
| Patient Fees - Westside | \$ | 10,000.00 |
| Patient Fees - Dental | \$ | 38,000.00 |
| Medicaid Income-Medical | \$ | 200,000.00 |
| Medicaid income - Dental | \$ | 170,000.00 |
| Medicaid Income - Westside | \$ | 50,000.00 |
| Payments from Insurance Companies - Westside | \$ | 32,000.00 |
| Immigration Physicals | \$ | 50,000.00 |
| Medical Records | \$ | 8,500.00 |
| Program Revenue | \$ | 559,500.00 |
| Interest Income | \$ | 34,800.00 |
| Miscellaneous Income | \$ | 1,000.00 |

| | | |
|-----------------------|----|---------------------|
| Other Income | \$ | 35,800.00 |
| TOTAL REVENUES | \$ | 3,323,192.47 |

**SOCIAL WELFARE BOARD dba STUBER HEALTH CENTER
PROPOSED BUDGET
FY 2025-26**

| | Budget for 2025-26 | |
|--------------------------------------|---------------------------|---------------------|
| EXPENSES | | |
| Salary expense | \$ | 1,510,032.73 |
| 3% increase | \$ | 5,883.97 |
| Contract Staff | \$ | 8,400.00 |
| Payroll taxes | \$ | 112,935.79 |
| Unemployment | \$ | - |
| Employee Insurance Benefits | \$ | 237,532.48 |
| Worker's Compensation | \$ | 4,711.84 |
| Retirement | \$ | 51,089.92 |
| Personnel | \$ | 1,930,586.73 |
| Program Promotion (Title X) | \$ | 2,000.00 |
| Recruitment and Dues | \$ | 3,000.00 |
| Education and Staff Development | \$ | 7,000.00 |
| Volunteer/staff recognition | \$ | 1,500.00 |
| Staff travel (all other mileage) | \$ | 1,800.00 |
| Staff Support | \$ | 15,300.00 |
| Interpreting Services | \$ | 5,000.00 |
| Prescription Drugs-dental | \$ | - |
| Prescription Drugs-Westside | \$ | 2,000.00 |
| Patient Relief Fund | \$ | 15,000.00 |
| Assistance to Patients (Bridwell) | \$ | 1,500.00 |
| Mammograms (Mosaic) | \$ | 10,000.00 |
| Labs, X-rays, consultations | \$ | 20,000.00 |
| Labs for immigration physicals | \$ | 30,000.00 |
| Medical Support/Services | \$ | 41,000.00 |
| Patient Support | \$ | 124,500.00 |
| Medical supplies | \$ | 25,000.00 |
| Dental supplies | \$ | 34,000.00 |
| Westside supplies | \$ | 9,000.00 |
| Buy'n'Bill Program | \$ | 20,000.00 |
| In Kind Donations - Medical Services | \$ | 400,000.00 |

| | | |
|--|-----------|---------------------|
| In Kind Donations - Medical Supplies | \$ | 750,000.00 |
| In Kind Donations - Rent | \$ | 115,759.68 |
| Education and Outreach | \$ | 1,000.00 |
| Labels | \$ | 1,000.00 |
| Program Supplies | \$ | 1,355,759.68 |
| Office Supplies | \$ | 10,000.00 |
| Postage | \$ | 1,700.00 |
| Printing | \$ | 1,725.00 |
| Telephone | \$ | 10,000.00 |
| Computer software and support | \$ | 7,500.00 |
| Computer lease expense (Operating lease) | \$ | 29,484.00 |
| Copier Expense | \$ | 4,250.00 |
| Purchase of equipment | \$ | 5,000.00 |
| Repair and Maintenance Expense | \$ | 3,000.00 |
| Operating | \$ | 72,659.00 |
| Professional Services | \$ | 7,500.00 |
| Agency Insurance | \$ | 14,050.00 |
| Depreciation | \$ | 38,592.60 |
| Bank Fees | \$ | 12,075.00 |
| Security Equipment | \$ | 240.00 |
| Miscellaneous Expense | \$ | 1,000.00 |
| Miscellaneous Expenses | \$ | 73,457.60 |
| | \$ | 3,572,263.01 |
| Net Income (Loss) | \$ | (249,070.54) |

Date: July 7, 2025
Amount: \$50,000.00
Account Number: 6710-1495

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Health Department

PURPOSE: A Resolution authorizing a Funding Agreement with the Samaritan Counseling Center in the amount of \$50,000.00 for the purpose of providing mental health services for qualified persons, beginning on July 1, 2025.

REMARKS: The Samaritan Center provides comprehensive mental and behavioral health services for low-income residents of St. Joseph and Buchanan County. The Clinic offers medication management and various modalities of mental and behavioral health services to residents seeking help regardless of their ability to pay.

The Funding Agreement identifies the terms of the agreement between the City and the Samaritan Counseling Center and authorizes the payment of the dollar amount budgeted. In account 6710-1495 (Special Contributions), the dollar amount proposed in the Fiscal Year 2025-2026 City Budget allocates \$50,000.00 to the Samaritan Counseling Center for mental health services. This amount is the same as the previous year.

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.

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is made and entered into on this ____ day of _____, 20__ (the "Effective Date") by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (the "City"), and The Samaritan Counseling Center, a 501(c)(3) not-for-profit ("The Center" or the "Recipient"), hereinafter, jointly referred to as the "Parties."

RECITALS

WHEREAS, the Recipient is a 501(c)(3) not-for-profit clinic located in St. Joseph that provides a multi-disciplinary approach to mental health care for residents;

WHEREAS, the Recipient has requested that the City provide it with a certain amount of funding to support the mental health services the Recipient provides;

WHEREAS, in exchange for the funding, the Recipient agrees to provide mental health services for qualified persons in the St. Joseph area throughout the term of this Agreement and to provide staffing for the operation of its programs; and

WHEREAS, the Recipient agrees to provide a copy of its current budget to the City, said budget to be attached to this Agreement as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Recipient General Obligations

- A. Obligation. The Recipient shall use the compensation provided by the City to conduct the services set out in Section B below in accordance with this Agreement.
- B. Services. The Recipient shall provide mental health care for qualified persons in the St. Joseph area throughout the period of this Agreement; and shall provide staffing for the operation of its programs.
- C. Reporting; Budget. The Recipient shall file a report with the City Manager by the fifteenth day of January, April, July, and October, summarizing all activities and operations of the Recipient for the previous quarter, including but not limited to, the number of persons who received mental health services during the previous quarter, as well as a detailed list of all sources of revenue for the previous quarter, including the name of each agency, business, or individual acting as a revenue source for the Recipient and the corresponding amount of revenue received from each identified source. The City Manager shall forward these quarterly reports to the City Council for its review and consideration. The Recipient shall provide a copy of its current budget to the City, said budget to be attached to this Agreement as Exhibit A.

- D. Invoices. The Recipient shall submit invoices to the City, at the address identified below, by the 10th day of each month following the month during which services were provided for the monthly amount payable pursuant to this Agreement.
- E. Indemnification. To the extent allowed by law, the Recipient and its successors and assigns promise to defend, hold harmless, and indemnify the City from and against any and all claims, whether legal or equitable, damages, causes of action, costs, attorneys' fees, expenses, and liabilities by or on behalf of any person or entity, including governmental bodies, directly resulting from the contribution or the City's role or relationship with the Recipient, except when such claims arise from the gross negligence or willful misconduct of the City. In the event that any action or proceeding is brought against the City, the Recipient covenants to resist and defend such actions or proceedings.
- F. Insurance. The Recipient shall furnish the City with certificates of insurance for workers' compensation, general liability, and property damage, including automobile coverage, in an amount of not less than Two Million Dollars (\$2,000,000.00) aggregate. 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. The City shall be named as an additional insured with duty of defense on all insurance policies required hereunder. 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.

The Recipient shall furnish the City with certificates of insurance for covering claims arising out of the performance of the Recipient's services under this Agreement for claims arising out of allegations of errors, omissions, or negligent acts for which the Recipient may be liable, with a minimum policy limit Two Million Dollars (\$2,000,000.00) aggregate.

- G. Payment of Taxes and Fees. The Recipient agrees to promptly pay all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges, of whatever nature, which may be applicable to the Recipient, and to obtain and keep current all licenses, whether municipal, state, or federal, required for the conduct of its operation and programs. The Recipient further covenants and agrees not to permit any of said taxes, assessments, excises, fees, or charges to become delinquent.

II. City General Obligations

- A. Compensation. In consideration of the above services, the City agrees to pay the Recipient Fifty Thousand Dollars (\$50,000.00) for mental health services. Payment will be made by the City to the Recipient in twelve (12) monthly installments of Four Thousand One Hundred Sixty-six Dollars and Sixty-seven cents (\$4,166.67) from 1 July 2025 through 30 June 2026. Such payment shall be made to the Recipient via wire transfer or check within thirty (30) days following the City's receipt of the monthly invoice from the Recipient.

III. Miscellaneous

- A. Applicable Legal Requirements. In no event shall this Agreement be deemed a waiver of

any legal or code requirement otherwise applicable to the services for which funding is provided pursuant to this Agreement.

- B. Amendments. This Agreement may be amended from time to time in writing, which shall be executed by all Parties.
- C. Governing/Choice of Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the 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 this Agreement, or other agreement between the Parties, or disputes relating thereto, shall be brought in a court of competent jurisdiction located in St. Joseph, Buchanan County, Missouri.
- D. 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.
- E. Notices. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the opposite party at the address below, or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the opposite party at the address below:

To the City: City of St. Joseph Health Department
Attention: Director of Health
904 S. 10th Street, Ste E
St. Joseph, Missouri 64503

To Recipient: The Samaritan Counseling Center
Attention: Executive Director
902 Edmond Street, Ste 203
St. Joseph, MO 64501

- F. 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.
- G. 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, as modified by the attached addendum, if any, contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital.

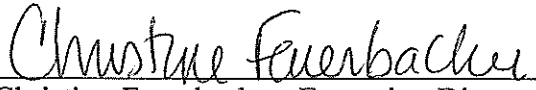
[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Recipient and the City have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first written above.

CITY OF ST. JOSEPH, MISSOURI

SAMARITAN COUNSELING CENTER

Mike Schumacher, City Manager



Christine Feuerbacher, Executive Director

ATTEST:

APPROVED AS TO FORM:

Paula Heyde, City Clerk

City Attorney

EXHIBIT A

Budget – The Samaritan Counseling Center

Date: July 7, 2025
Amount: \$44,717.65
Account Number: 0106-1630

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Parks & Recreation

PURPOSE: To authorize the purchase of two John Deere mowers from Deere & Company in the amount of \$44,717.65 for the Park Maintenance Division, using Parks Sales Tax Funds.

REMARKS: After the purchase of all budgeted machinery & equipment allocated in the FY25 budget, there are sufficient funds available for the purchase of two replacement mowers. The purchase of the new mowers will provide safe and reliable equipment for use by maintenance personnel in the care and maintenance of park facilities, parks, trails, and boulevard system. The existing equipment will be kept in the equipment inventory but used only for backup purposes when other equipment is not available.

The John Deere tractors are being purchased through the MO NASPO Ground Maint Equip contract #CC250855005 (PG 23 GG 22). The Parks & Recreation Department recommends this purchase from Deere & Company for the Park Maintenance Division in the amount of \$44,717.65.

Project #250600

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

- **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.
- **Ensure Fiscal Responsibility:** Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.
- **Improve Access to Public Safety & Services:** Work to provide safe places for people to recreate and play competitive sports.
- **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.
- **Invest in our People:** Provide significant and appropriate recreational and leisure opportunities through a variety of activities, programs, events, and facilities to help create a healthy community and better quality of life.
- **Revitalize Community Spaces & become a Destination Location:** Maintain and grow athletic and recreational facilities to a level that allows for regional and national events to be hosted in St. Joseph.

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.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line

- Contract name or number; or JD Quote ID

- Sold to street address

- Ship to street address (no PO box)

- Bill to contact name and phone number

- Bill to address

- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- Membership number if required by the contract

For any questions, please contact:

Marty Buller

Ag-Power, Inc.
10031 Us Highway 36
Easton, MO 64443

Tel: 816-667-5400

Fax: 816-667-5404

Email: mbuller@ag-power.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 32947136

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Power, Inc.
10031 Us Highway 36
Easton, MO 64443
816-667-5400
jboyd@ag-power.com

Prepared For:



Proposal For:

Delivering Dealer:

Marty Buller

Ag-Power, Inc.
10031 Us Highway 36
Easton, MO 64443

jboyd@ag-power.com

Quote Prepared By:

Marty Buller
mbuller@ag-power.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
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Ag-Power, Inc.
 10031 Us Highway 36
 Easton, MO 64443
 816-667-5400
 jboyd@ag-power.com

Quote Summary

Prepared For:
Delivering Dealer:

Ag-Power, Inc.
 Marty Buller
 10031 Us Highway 36
 Easton, MO 64443
 Phone: 816-667-5400
 mbuller@ag-power.com

EXEMPT AGRICULTURAL PURPOSES
 IF APPLICABLE

Quote ID: 32947136
Created On: 02 June 2025
Last Modified On: 02 June 2025
Expiration Date: 27 June 2025

USED EQUIPMENT IS SOLD AS IS WITH NO EXPRESS OR IMPLIED WARRANTY
 BY SIGNING THIS PURCHASE ORDER CUSTOMER IS ACKNOWLEDGING THEY HAVE DISCLOSED ALL PAYOFFS AND/OR LIENS, CUSTOMER AGREES TO FULFILL ALL NEEDED ACTIONS TO REMOVE LIEN ON APPLICABLE EQUIPMENT.

| Equipment Summary | Selling Price | Qty | Extended |
|--|----------------|-----|---------------------|
| JOHN DEERE Z997R DIESEL NA | \$ 25,242.14 X | 1 = | \$ 25,242.14 |
| Contract: MO NASPO Ground Maint Equip CC250855005 (PG 23 CG 22) | | | |
| Price Effective Date: June 1, 2025 | | | |
| JOHN DEERE Z994R Diesel Commercial ZTrak | \$ 19,475.51 X | 1 = | \$ 19,475.51 |
| Contract: MO NASPO Ground Maint Equip CC250855005 (PG 23 CG 22) | | | |
| Price Effective Date: June 1, 2025 | | | |
| Equipment Total | | | \$ 44,717.65 |

* Includes Fees and Non-contract items

Quote Summary

| | |
|----------------------------|---------------------|
| Equipment Total | \$ 44,717.65 |
| Trade In | |
| SubTotal | \$ 44,717.65 |
| Est. Service Agreement Tax | \$ 0.00 |
| Total | \$ 44,717.65 |

Salesperson : X _____

Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Power, Inc.
10031 Us Highway 36
Easton, MO 64443
816-667-5400
jboyd@ag-power.com

| | |
|--------------------|---------------------|
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 44,717.65 |

Selling Equipment

Quote Id: 32947136 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Power, Inc.
 10031 Us Highway 36
 Easton, MO 64443
 816-667-5400
 jboyd@ag-power.com

JOHN DEERE Z997R DIESEL NA

Hours:

Stock Number:

Contract: MO NASPO Ground Maint Equip CC250855005 **Selling Price ***
 (PG 23 CG 22) **\$ 25,242.14**

Price Effective Date: June 1, 2025

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|---|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 091STC | Z997R DIESEL NA | 1 | \$ 30,269.00 | 23.00 | \$ 6,961.87 | \$ 23,307.13 | \$ 23,307.13 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States/Canada | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1151 | 26x12N12 Michelin X Tweel Turfs | 1 | \$ 1,763.00 | 23.00 | \$ 405.49 | \$ 1,357.51 | \$ 1,357.51 |
| 1506 | 72 In. 7-Iron PRO Side Discharge Mower Deck | 1 | \$ 750.00 | 23.00 | \$ 172.50 | \$ 577.50 | \$ 577.50 |
| Standard Options Total | | | \$ 2,513.00 | | \$ 577.99 | \$ 1,935.01 | \$ 1,935.01 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Suggested Price | | | | | | | \$ 25,242.14 |
| Total Selling Price | | | \$ 32,782.00 | | \$ 7,539.86 | \$ 25,242.14 | \$ 25,242.14 |

JOHN DEERE Z994R Diesel Commercial ZTrak

Equipment Notes:

Hours:

Stock Number: **Selling Price ***
Contract: MO NASPO Ground Maint Equip CC250855005 **\$ 19,475.51**
 (PG 23 CG 22)

Price Effective Date: June 1, 2025

* Price per item - includes Fees and Non-contract items

Selling Equipment

Quote Id: 32947136 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580
 UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Ag-Power, Inc.
 10031 Us Highway 36
 Easton, MO 64443
 816-667-5400
 jboyd@ag-power.com

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|---------------------|-----------|--------------------|---------------------|-------------------------|
| 2545TC | Z994R Diesel Commercial ZTrak | 1 | \$ 21,839.00 | 23.00 | \$ 5,022.97 | \$ 16,816.03 | \$ 16,816.03 |
| Standard Options - Per Unit | | | | | | | |
| 001A | United States and Canada | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1040 | 24x12N12 Michelin X Tweel Turf for 54 In. and 60 In. Decks | 1 | \$ 1,574.00 | 23.00 | \$ 362.02 | \$ 1,211.98 | \$ 1,211.98 |
| 1524 | 60 In. FastBack PRO Rear Discharge Mower Deck | 1 | \$ 1,050.00 | 23.00 | \$ 241.50 | \$ 808.50 | \$ 808.50 |
| 2093 | Fully Adjustable Suspension Seat with Armrests (24" High Back) | 1 | \$ 0.00 | 23.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ 2,624.00 | | \$ 603.52 | \$ 2,020.48 | \$ 2,020.48 |
| Value Added Services Total | | | \$ 0.00 | | | \$ 0.00 | \$ 0.00 |
| Other Charges | | | | | | | |
| | Freight | 1 | \$ 400.00 | | | \$ 400.00 | \$ 400.00 |
| | Customer Setup | 1 | \$ 239.00 | | | \$ 239.00 | \$ 239.00 |
| | | | \$ 639.00 | | | \$ 639.00 | \$ 639.00 |
| Suggested Price | | | | | | | \$ 19,475.51 |
| Total Selling Price | | | \$ 25,102.00 | | \$ 5,626.49 | \$ 19,475.51 | \$ 19,475.51 |

Date: July 7, 2025

Amount:

Account Number:

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: City Clerk's Office

PURPOSE: To cancel the regularly scheduled meeting of the St. Joseph City Council on September 15, 2025, at 5:30 p.m. in accordance with Section 2-37 of the Code of Ordinances.

REMARKS: The City Council desires to cancel the regular Council meeting currently scheduled for Monday, September 15, 2025, at 5:30 p.m. due to multiple members of the City Council and City staff attending the annual Missouri Municipal League Conference in St. Charles, Missouri being held September 14 through 17, 2025.

Date: July 7, 2025
Amount: \$152,300.00
Account Number: 1260-1730

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To authorize the execution of Change Order No. 3 with M-CON, LLC in an amount not to exceed \$152,300.00 for the City Sanitary Landfill Cell 8 Emergency Excavation Project.

REMARKS: During the installation of the geosynthetic liner, a significant storm event caused soil and debris to wash onto the liner surface and accumulate in the sump pit. As a result of the debris buildup, MCON, LLC utilized a long-reach excavator to remove the excess sludge from the east hole. To maintain progress and ensure safe access for construction vehicles, additional sand was brought in to stabilize the 3-foot roadways. This allowed equipment to maneuver safely throughout the cell.

CIP # 470-610

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

1. Create a Clean & Vibrant City: Maintain and continue development of landfill.
2. Create a Clean & Vibrant City: Continue to keep city properties clean and well-maintained and properly maintain the exteriors of city-owned buildings to ensure they are safe and functional.

HTHIS 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.



1004 Vernon Road | PO Box 62 | Wathena, KS 66090

Phone: 785-989-4550 | Fax: 785-990-6266

info@mconunderground.com | www.mconunderground.com

Proposal

200312

| |
|---------------------|
| PROPOSAL TO: |
| City of St Joe |

Date:6/3/25

SCOPE OF WORK: East hole-Sludge removal

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXT PRICE |
|-----------------------|---|----------|------|-----------------------|--------------------|
| Sludge Removal | | | | | |
| 1 | 326 Long Reach Excavator- Sludge removal | 20 | HRS | \$350.00 | \$7,000.00 |
| | Mobilization W/ Permits - Of Long reach excavator | 1 | LS | \$1,300.00 | \$1,300.00 |
| | | | | Complete | \$8,300.00 |
| 2 | 336 Excavator- Lining Haul Truck w/ Shell | 10 | HRS | \$300.00 | \$3,000.00 |
| 3 | 730 Haul Truck -2 EA. | 20 | HRS | \$300.00 | \$6,000.00 |
| | | | | Complete | \$9000.00 |
| | | | | TOTAL COMPLETE | \$17,300.00 |

INCLUSIONS:

- Includes all necessary material to complete to work
- Includes all necessary equipment to complete the work
- Includes all necessary labor to complete the work
- Equipment hours are estimates and will be invoiced at actual hours worked + or -

X

Client Signature of Acceptance

X

M CON, LLC

Thank you for the opportunity to QUOTE the following!



1004 Vernon Road | PO Box 62 | Wathena, KS 66090

Phone: 785-989-4550 | Fax: 785-990-6266

info@mconunderground.com | www.mconunderground.com

PROPOSAL

Proposal To:
City of St Joe
(Landfill Sand)

Date : 6/10/25

SCOPE OF WORK: Purchase & Hauling sand to cell 8

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXT PRICE |
|-------------------------------------|--------------------|----------|------|----------------|---------------------|
| 1 | C33 fine aggregate | 4000 | TN | \$18.75 | \$75,000.00 |
| 2 | Trucking | 4000 | TN | \$12.25 | \$49,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| PROPOSAL IS VALD FOR 30 DAYS | | | | TOTAL : | \$124,000.00 |

INCLUSIONS:

EXCLUSIONS :

X _____
 Client Signature of Acceptance

X _____
 M CON, LLC

Thank You For The Oppurtunity To Provide The Following Proposal



1004 Vernon Road | PO Box 62 | Wathena, KS 66090

Phone: 785-989-4550 | Fax: 785-990-6266

info@mconunderground.com | www.mconunderground.com

PROPOSAL

Date: 06/25/2025

| |
|---|
| Proposal To: |
| City of St. Joseph, MO 1100 Frederick Avenue St. Joseph, MO 64501 |

SCOPE OF WORK:

Drainage Aggregate

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | EXT PRICE |
|------------------------------|--------------------|----------|------|------------|-------------|
| 1 | Drainage Aggregate | 220 | TON | \$50.00 | \$11,000.00 |
| 2 | | | | | \$0.00 |
| 3 | | | | | \$0.00 |
| 4 | | | | | \$0.00 |
| 5 | | | | | \$0.00 |
| 6 | | | | | \$0.00 |
| 7 | | | | | \$0.00 |
| 8 | | | | | \$0.00 |
| 8 | | | | | \$0.00 |
| 9 | | | | | \$0.00 |
| 10 | | | | | \$0.00 |
| 11 | | | | | \$0.00 |
| 12 | | | | | \$0.00 |
| 13 | | | | | \$0.00 |
| PROPOSAL IS VALD FOR 30 DAYS | | | | TOTAL : | \$11,000.00 |

INCLUSIONS:

Material as listed above

EXCLUSIONS :

X _____
 Client Signature of Acceptance

X  _____
 M CON, LLC

Thank You For The Oppurtunity To Provide The Following Proposal

Date: July 7, 2025
Amount: \$85,866.00
Account Number: 1710-1498

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To authorize a Services Agreement with CBIZ Insurance Services, Inc. for Workers' Compensation Insurance provided by Waypoint for the employees of the Mass Transit Division in the amount of \$85,866.00.

REMARKS: This proposal offers the most competitive rate. All proposals were evaluated based on cost, responsiveness, and experience in Workers' Compensation Insurance.

Bids were received from two (2) insurance companies. Those companies were CBIZ/Waypoint in the amount of \$85,866.00 and Insurica/Bitco in the amount of \$112,368.00. The Public Works & Transportation Department and Mass Transit Division recommend that CBIZ/Waypoint be awarded as the lowest and best bidder.

Funds for this purchase are budgeted in the FY26 proposed Mass Transit Fund budget, Account number 1710-1498 (Other Services).

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

Ensure Fiscal Responsibility:

1. Ensure Fiscal Responsibility: Budget accurately and stay within our own budget.

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.



SERVICES AGREEMENT

This Agreement made by and between St. Josph Transit, Inc. ("Client") who sponsors a risk management plan ("Plan") and CBIZ Insurance Services, Inc. ("CBIZ"), who will provide for Client one or more of the services more fully described herein and as indicated below.

CBIZ will perform the following services effective July 1, 2025:

Property and Casualty Risk Management Consulting Services (Addendum A)
Fee for Services (Addendum B)

The Terms of Agreement and all applicable Addendums are attached hereto. Client and CBIZ have read the Terms of Agreement and all attached Addendums and agree to be bound by their terms.

Client

St. Joseph Transit, Inc.

By: _____

Title: _____

Date: _____

CBIZ Insurance Services, Inc.

Signed by:
By: Nancy M. Mellard
20E7129A902840D...

Title: Executive Vice President

Date: 7/1/2025

TERMS OF AGREEMENT

1. Services Provided by CBIZ. CBIZ will perform the services selected by Client and pursuant to the services outlined on the Addendum attached hereto and made a part hereof.
2. Relationship of the Parties. It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venture relationship between the parties. The parties agree that the relationship between CBIZ and Client shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.
3. Requests of Information. Client acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from the Client, which is necessary to enable CBIZ to adequately perform its duties hereunder. The Client shall furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by the Client if all the requested information is not furnished within a reasonable time.
4. Reliance on Client Provided Information. All information supplied to CBIZ by the Client shall be provided in writing or in such electronic media as is acceptable to CBIZ and such information shall be true and correct to the best of the Client's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of the Client and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, the Client will pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. The Client shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason.
5. Program Administration. The Client is solely responsible for compliance with any federal, state or local laws or regulations that may have bearing on any insurance purchased. CBIZ will execute requested transactions involving the insurance policies only after receiving the appropriate authority from the Client.

CBIZ, its officers, employees and agents will not furnish any legal, tax, or accounting advice for which its officers, employees or agents are not licensed to furnish, but will direct such questions either directly to, or through the Client. The Client bears responsibility to direct such questions to its legal counsel and accountant.

From time to time in the course of providing the services hereunder, CBIZ has and will continue to provide Client with independent industry data and information for Client and its management to materially utilize in making decisions related to Client's property and casualty insurance and related coverages. Client will be responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee any services CBIZ may provide. Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services; provided, however, the aforesaid shall in no way waive, release, obviate or mitigate the obligations, covenants, responsibilities and liabilities of CBIZ under this Agreement.

6. Limitation of Liability. CBIZ's services under this Agreement shall be limited to the services outlined on the Addendum attached hereto. Neither CBIZ, nor its officers, employees and agents shall have any liability

whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of Client.

CBIZ's liability shall be limited only to substantiated and proven direct damages. In no event will the amount of any damages exceed the amount of the fees that have been paid by Client to CBIZ in the immediately preceding twelve (12) month period. CBIZ shall not be liable for losses incurred by Client for indirect, punitive, special or consequential damages arising out of any breach of this Agreement.

7. Prior Acts or Omissions. CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder, which were committed before the date of this Agreement. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 14 of this Agreement.
8. Indemnification. Subject to the limitations stated in Section 6 above and notwithstanding any other provision to the contrary, each party to this Agreement (the "Indemnifying Party"), to the extent allowed by law, agrees to indemnify and hold harmless the other party (the "Indemnified Party") and its officers, directors, employees, agents and affiliates from and against any and all loss, liabilities, demands, claims, actions and expenses (including, without limitation, any attorneys' fees and taxes) arising out of, or in connection with, any breach of the Indemnifying Party's responsibilities under this Agreement which are found to constitute gross negligence or willful misconduct. The provisions of this Section shall survive termination of this Agreement for a period not to exceed three years from the date of termination of this Agreement, and shall be binding on the parties' successors and assigns.
9. Fees. The fees for CBIZ's services performed hereunder shall be outlined on Addendum B, attached hereto and made a part hereof.
10. Confidentiality. Each party agrees not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to the other party's business unless such use is required in the performance of this Agreement or unless required under performance of law (i.e. Sunshine law requests). The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, reports, computer programs, manuals, processes and methods that each party may have become privileged to during the course of this Agreement. All records and other materials related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties recognize the difficulties and related expense associated with segregating and destroying certain electronic records. The receiving party may retain electronic copies of confidential information for archival and emergency backup purposes and such retained confidential information shall remain subject to the terms of this Agreement. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. The provisions of this Section 10 shall survive the termination of this Agreement.
11. Authorization to Disclose Client Information. Client authorizes CBIZ to share Client information with other CBIZ affiliated companies for the limited purpose of proposing other services for Client by a CBIZ affiliated company. Client further authorizes CBIZ to provide Client information to approved third party vendors who are providing services for Client. The parties acknowledge that the services provided by these third party vendors may not be provided in the United States.
12. Ownership of CBIZ Intellectual Property. CBIZ shall retain all rights, title to and interest in any and all intellectual property developed in connection with the provision of services and relationship contemplated by

this Agreement. For purposes of this Agreement, intellectual property shall include, but not be limited to, computer software, source code and written processes and procedures.

13. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

CBIZ: CBIZ Insurance Services, Inc.
700 West 47th Street, Suite 1100
Kansas City, Missouri 64112
Attn: General Counsel

Client: St. Joseph Transit, Inc.
2409 North Woodbine Road
St. Joseph, Missouri 64506

If any party gives written notice of a change in address, notice to that party shall thereafter be given at the new address set forth in the notice.

14. Term and Termination. This Agreement is effective July 1, 2025, and will remain in effect for a twelve (12) month period from and after the effective date stated. Either party may terminate this Agreement at any time upon an event of breach or default by the other party of a material term of this Agreement. Each party shall be given prompt notice of such breach or default by the other party and shall have thirty (30) days from the date of receipt of such notice to remedy and cure such default or breach. If, after such thirty (30) day period, the default or breach has not been remedied or cured, the Agreement will terminate. Upon termination, CBIZ shall have a reasonable amount of time to transfer account records information in accordance with the written instructions of the Client. CBIZ shall be entitled to receive all of the revenue due through the termination date of the Agreement plus reasonable costs related to termination. CBIZ shall have no responsibility to release any records, plan data, electronic files or other information to Client until CBIZ has received payment in full for any compensation due and owing to CBIZ pursuant to this Section and Section 9 above.
15. Amendment. The terms and provisions of this Agreement and the attached Addendums may be modified or amended only by written agreement executed by the parties hereto.
16. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
17. Severability. In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.
18. Successor and Assigns. This Agreement and all Addendums shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, CBIZ may assign this Agreement to a parent, subsidiary or affiliate, or to an entity acquiring substantially all of the assets of CBIZ without the consent of Client.
19. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Missouri, without regards to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Missouri (state or federal), over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
20. Entire Agreement. This Agreement and all attached Addendum(s) contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral

agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

21. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally blank]

**ADDENDUM A
PROPERTY AND CASUALTY RISK MANAGEMENT CONSULTING
SCOPE OF SERVICES**

MARKETING STRATEGY

- Organize, Develop and Present Client to Markets
 - Coordinate exposure identification and evaluation, using surveys and interviews with key personnel with respect to entities in which Client has an interest.
 - Assess and evaluate any new operations/joint ventures Client enters; and assist in appropriate review of divestitures to avoid legacy claims.
 - Establish insurance coverage standards and specifications for all owned and managed entities.
 - Establish criteria for appropriate insurance coverages for independent contractors to protect the interests of Client recommended standards and appropriate language in contracts to mitigate risks.
 - Develop alternatives and cost-effective techniques, when appropriate, including Alternative Risk Financing techniques, for handling risks. Examples would include a captive or risk retention structure.
 - Perform deductible/retention analysis using historical loss and exposure data to develop optimum program structure.
- Negotiations with Insurers
 - Remarket Client's insurance program to various carriers in the industry.
 - Ensure the underwriters understand and are providing maximum credits for coverage provided.
 - Participate in face to face meetings with interested underwriters at the Client's office to jointly present underwriting data along with coverage and pricing expectations.
 - Represent Client's interests in negotiations with carriers and other third parties to assure that requested terms and conditions are appropriate considering cost, present insurance terminology and continuity.

RISK MANAGEMENT SERVICES

- Loss Control Services
- Assist Client in reducing losses by:
 - Identifying and evaluating risks to life and property through a technical review of operations.
 - Conducting comprehensive evaluations of safety and property protection management systems.
 - Designing practical risk control program tailored to safety and property protection needs.
 - Providing consultation regarding special or unusual risks.
 - Assisting in the investigation and evaluation of losses.
 - Providing guidance to prevent a recurrence of a specific loss.
 - Determining training needs and developing practical training programs.
 - Analyzing loss experience and proposing appropriate management action.

CLAIMS MANAGEMENT SERVICES

- Assist with filing first report of injury to carriers.
- Work closely with the various insurance carriers or third party administrators to ensure "best practices" are followed to process, mitigate and effectively and efficiently close claims.
- Support Client in moving to close claims and/or reduce claim reserves to minimize impact on premium and Experience Modification.
- Work with Client to develop and implement a set of written claims management guidelines.

GENERAL SERVICES AND DAY TO DAY SERVICE NEEDS

- Schedules of Policies and Coverages
- Provide the Client with an annual schedule of its policies, detailing coverage amounts, deductible amounts and annual premiums.
 - Provide Client a thorough explanation of each line of coverage.
 - Outline an understandable picture of the coverages contained in Client's operations.
 - Point out to what extent these risks have been eliminated through insurance and how the uninsured risks may best be handled by insurance or self-insurance.
 - Point out those ways by which Client's costs might be reduced or the coverage broadened, or both.
- CBIZ Accessibility- Provide Client with prompt, accurate service.
 - Respond to questions and inquiries within twenty-four (24) hours.
 - Assist in the preparation of underwriting information, insurance applications, and other related documentation.
 - Maintain an updated schedule of insurance available to appropriate personnel as directed.
 - Establish procedures to communicate standards, collect evidence and maintain verification of compliance and communication to conclusion when standards are not met.
 - Establish monitoring procedures to ensure compliance with contracts and agreements.
 - Provide advice and counsel on insurance administrative matters, including recommending processes to reduce the Total Costs of Risk.
 - Attend periodic meetings with Client. Typically, such meetings should include a review of CBIZ and insurers' performance, open items and development of future strategies and objectives.
 - Serve as Client's advocate in every aspect of its insurance and risk management program.
- Certificates of Insurance
 - Issue Certificates within twenty-four (24) hours from when the request is received. Certificates will be issued from CBIZ's agency management systems (AMS), unless a special form is required.
 - Create a master certificate for Client at renewal of the policy.
 - Enter documentation of the source of every certificate request into AMS, including the name of the person requesting the certificate, the date and time.

- Enter and store all certificates in the AMS.
- Email or fax all certificates whenever possible. An original will be sent to the certificate holder and a copy to Client and the carrier.
- Provide a complete list of Certificate holders to Client for review and approval prior to policy expiration.

**ADDENDUM B
FEE FOR SERVICES**

Client agrees to name CBIZ as the broker of record for the workers compensation line of coverage. The parties agree that the compensation received by CBIZ for the services provided pursuant to this Agreement will be the commissions, fees and other revenue received by CBIZ from the insurance carrier for the workers compensation line of coverage.

CBIZ has been and will continue to be committed to acting in our client's best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the client and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

Rating Basis:

| State | Class Code | Description | 2024/2025 Payroll | 2024/2025 Rates/\$100 | 2025/2026 Payroll | 2025/2026 Rates/\$100 |
|-------|------------|--|--------------------|-----------------------|--------------------|-----------------------|
| MO | 7382 | Bus Company - Drivers, Hostlers, Ambassadors, Supervisors/Managers | \$2,482,549 | \$5.18 | \$2,631,502 | \$5.08 |
| MO | 8385 | Bus Company - Garage Employees | \$212,499 | \$2.08 | \$225,249 | \$1.99 |
| MO | 8810 | Clerical, Dispatchers | \$251,281 | \$0.11 | \$266,358 | \$0.10 |
| | | | \$2,946,329 | | \$3,123,109 | (+6%) |

Premium Calculation:

| Description | 2024/2025 Factors | 2024/2025 Premium | 2025/2026 Factors | 2025/2026 Premium |
|---------------------------------|-------------------|---------------------|-------------------|---------------------|
| Total Unmodified Premium | | \$133,292 | | \$138,428 |
| Increased Limits | 1.011 | \$1,466 | 1.011 | \$1,523 |
| Experience Modification | 1.00 | \$0 | 0.77 | \$32,189 |
| Scheduled Modification | 0.85 | \$20,214 | 0.855 | \$15,625 |
| Premium Size Discount | 0.9169 | \$9,519 | 0.897 | \$9,490 |
| Terrorism | 1.029 | \$854 | 1.029 | \$468 |
| MO 2 nd Injury Fund | 1.03 | \$3,183 | 1.03 | \$2,501 |
| Expense Constant | Flat Charge | \$230 | Flat Charge | \$250 |
| Total Deposit Premium | | \$109,292 | | \$85,866 |

RESOLUTION NO.

BILL# 1311-22

A RESOLUTION AUTHORIZING THE SUBMITTAL OF A TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT APPLICATION WITH THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION (MHTC) UNDER WHICH THE MHTC WILL PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$284,000.00 AND THE CITY WILL CONTRIBUTE MATCHING FUNDS IN AN AMOUNT NOT TO EXCEED \$71,000.00, FOR A TOTAL PROJECT COST NOT TO EXCEED \$355,000.00 FOR THE INSTALLATION OF THREE PEDESTRIAN CROSSINGS AT KRUG PARK, HYDE PARK AND SPRING GARDEN MIDDLE SCHOOL.

- WHEREAS,** the Missouri Department of Transportation has announced the 2025 request for applications for the Transportation Alternatives Program (TAP); and
- WHEREAS,** the City of St. Joseph recognizes the need for improved pedestrian safety infrastructure near key community locations; and
- WHEREAS,** the City seeks to construct three new pedestrian crossings, including Hybrid Pedestrian Beacons (HAWK) at Krug Park and Spring Garden Middle School, and a Rectangular Rapid Flashing Beacon (RRFB) at Hyde Park; and
- WHEREAS,** submission of an application to the Missouri Highway and Transportation Commission (MHTC) is necessary to secure TAP grant funding.

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

- SECTION 1.** That the grant application by and between the City of St. Joseph, and the Missouri Highway and Transportation Commission (MHTC) for the amount of \$335,000.00 be, and hereby is, approved and that a true and accurate copy of said grant application is attached hereto and incorporated herein by reference as though fully set out herein.
- SECTION 2.** That the City Manager be, and hereby is, authorized to submit said Grant Application in substantially the form as that attached hereto, with the MHTC.
- SECTION 3.** That the City Manager, or his designee be, and hereby is, authorized to sign all necessary documents, amendments, and addenda thereto which may subsequently be required to effectuate the purpose and intent of this application.
- SECTION 4.** That the City Manager be, and hereby is, authorized to provide additional information as requested by the MHTC to successfully obtain said funding.
- SECTION 5.** That the City of St. Joseph understands its obligation to maintain the assets funded by the grant suitable for public access for twenty-five (25) years.

Approved as to form:

City Attorney

Adopted: _____, 20____

Attest: _____
City Clerk

Mayor

Date: July 7, 2025
Amount: \$355,000.00
Account Number:

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To authorize the submittal of a Transportation Alternatives Program (TAP) grant application with the Missouri Highway and Transportation Commission (MHTC) under which the MHTC will provide funding in an amount not to exceed \$284,000.00 and the City will contribute matching funds in an amount not to exceed \$71,000.00, for a total project cost not to exceed \$355,000.00 for the installation of three pedestrian crossings at Krug Park, Hyde Park and Spring Garden Middle School.

REMARKS: This resolution authorizes the City of St. Joseph to submit a grant application to the Missouri Highway and Transportation Commission (MHTC) for Transportation Alternatives Program (TAP) funding in the amount of \$284,000.00, with a local match not to exceed \$71,000.00 from the CIP funds for the Urban Trail System, for a total project cost of \$355,000.00. These grant funds will be an 80/20 match.

The project will install three (3) pedestrian signalized crossings at high-risk locations across the city. These improvements include:

- A Pedestrian Hybrid Beacon (PHB) at St. Joseph Avenue near Krug Park, which will provide a safe crossing for trail users near the park’s new \$12.8 million revitalization project.
- A Rectangular Rapid Flashing Beacon (RRFB) at Hyde Park Avenue, enhancing safety and Benton High School and Hyde Elementary School and connecting the Parkway to Hyde Park, where children and families frequently cross.
- A second PHB will be placed near Spring Garden Middle School, replacing an outdated and substandard signal to better protect students and families in a known high-volume pedestrian area.

These safety improvements are a direct response to community feedback and priorities identified in the City's Safe Routes to School surveys, the Bicycle and Pedestrian Committee, and during public engagement events for the Metropolitan Transportation Plan. All three (3) locations currently lack modern, visible, and effective pedestrian infrastructure—especially along busy multi-lane corridors where driver compliance is low.

The resolution also affirms the City’s commitment to maintaining these improvements for a minimum of 25 years and authorizes the City Manager to execute all necessary documents related to the grant. City staff expect minimal maintenance will be required over the next 25 years.

CIP# 324095

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

1. Maintain & Enhance City Assets: Identify new federal and state funding sources to help maintain and upgrade necessary city infrastructure and conduct a cost/benefit analysis to determine prioritized improvements.
2. Ensure Fiscal Responsibility: Identify funding to replace, repair, or renovate aging equipment and infrastructure to help reduce costs.

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.

**TRANSPORTATION ALTERNATIVES PROGRAM
2025 APPLICATION FORM**

Additional information can be found in the Transportation Alternatives Program Guide:

<https://www.modot.org/local-public-agency>

1. Project Sponsor Name

1.a. UEI

2. Project Sponsor Type

MPO/RPC:

3. Project Sponsor Contact Information

Contact Person:

Title:

Mailing Address:

City:

State:

Zip Code:

Daytime Phone:

Email:

4. Project Name

5. Eligible Project Category

6. Project Location

County:

MoDOT District:

Congressional District:

Information on Congressional Dist can be found here: <https://www.census.gov/mycd/?st=29>

Census Tract(s):

Information on Census tracts can be found here: <https://mtgis-portal.geo.census.gov/arcgis/apps/sites/#/census-gis-applications>

Provide Project location map (Label attachment as 'Attachment A - Project Location Map')

Project Route: _____ From/To:

Project Length (feet), if applicable:

7. Will this project impact MoDOT Right of Way?

If Yes, provide letter of consent from the MoDOT Area Engineer and MoDOT Traffic Safety and Highway (LPATSGroup@modot.mo.gov) by June 13, 2025 per Section A10 of the 2025 TAP Guide.

8. Based on 2020 Census data, is the project located in an area with a population of:

9. Sponsor Training:

Has person in responsible charge completed MoDOT LPA Basic training within the past 2 years?

Has person in responsible charge listened to the 2025 TAP What to Expect video? Video

can be found here and is worth 1 bonus point: [2025 TAP What to Expect](#)

Name and title of person in responsible charge:

10. Does the Project Sponsor have an active or incomplete SRTS, TE or TAP project? (0-5 pts.)

If Yes, provide the Federal Project Number(s): _____

11. Project Description (0-55 pts.) (Refer to Sec F of the 2025 TAP Guide, *Limited to 3500 Characters with spaces*)



Items 12 - 14 (0-5 pts.)

- 12. Project Information** (Location map showing project limits required) (No more than 10 pages)
Directional Maps, Site Maps, and Photographs.
(Label Attachment as 'Attachment B - Project Information')
- 13. Official Project Sponsor Funding Resolution** (No more than 10 pages)
(Label attachment as 'Attachment C - Certification of Funding and Support')
A Resolution is REQUIRED for application to be considered for award of funding.
- 14. MPO / RPC Letter of Support (if applicable)** (No more than 10 pages)
(Label attachment as 'Attachment D - MPO/RPC Letter of Support')

15. Evidence of Public Involvement and Support (0-5 pts.)

Attach letters of support and other documentary evidence of public interest.
(Label attachments as 'Attachment E - Evidence of Public Involvement and Support')
(No more than 10 pages)

Provide evidence of public involvement summary, include dates and information about public meetings and events held to discuss the project. Describe public involvement plan during project implementation. *(Limited to 1,640 Characters with spaces)*

16. If submitting more than 1 TAP application, please rank the priority of this submittal.

of (Examples: 1 of 1, 2 of 4, 1 of 3)

17. Property Ownership and Acquisition Information (No more than 10 pages)

All proposals must provide documentation of the Sponsor's property rights by title of ownership, lease, or easement for all property within the project limits.
(Label attachments as 'Attachment F - Property Ownership and Acquisition Information')

Is the property needed for the project already acquired?

If No - How will it be acquired? If Yes - When was the property acquired and how?

Was the property acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act?

18. Will this project reconstruct existing infrastructure and/or address existing barriers to access? Describe below. (0-15 pts.)

If your entity has adopted an ADA Transition Plan, include as 'Attachment G - Transition Plan'.

24. Itemized Budget (0-5 pts.)

(Label Attachment as 'Attachment J - Itemized Budget')

Example of Itemized Construction Cost Estimate:

| Item No. | Description | Unit | Quantity | Unit Price | Amount |
|------------|---|------|----------|-----------------------|----------------------|
| 202-20.10 | REMOVAL OF IMPROVEMENTS | LS | 1 | \$ 25,000.00 | \$ 25,000.00 |
| 207-10.00 | LINEAR GRADING - CLASS 2 | STA | 25.0 | \$ 780.00 | \$ 19,500.00 |
| 304-05.04 | TYPE 5 AGGREGATE FOR BASE (4 IN. THICK) | SY | 4,537 | \$ 8.00 | \$ 36,296.00 |
| 608-10.12 | TRUNCATED DOMES | SF | 471.0 | \$ 30.00 | \$ 14,130.00 |
| 608-60.04 | CONCRETE SIDEWALK, 4 IN | SY | 2,227 | \$ 50.00 | \$ 111,350.00 |
| 608-99.05A | CONCRETE DRIVEWAY ENTRANCE | SY | 1,491 | \$ 70.00 | \$ 104,370.00 |
| 608-99.05B | REINFORCED CONCRETE CURB OR U-CHANNEL | SY | 84 | \$ 140.00 | \$ 11,760.00 |
| 609-10.32 | CURB AND GUTTER TYPE 6 | LF | 1,889 | \$ 23.00 | \$ 43,447.00 |
| 614-99.02A | DROP INLET | EA | 1 | \$ 3,500.00 | \$ 3,500.00 |
| 614-99.02B | COMBINATION GRATE INLET | EA | 2 | \$ 5,000.00 | \$ 10,000.00 |
| 614-99.02C | ADJUST EXISTING STORM GRATE | EA | 6 | \$ 500.00 | \$ 3,000.00 |
| 616-10.05 | CONSTRUCTION SIGNS | SF | 114 | \$ 15.00 | \$ 1,710.00 |
| 616-10.25 | CHANNELIZER (TRIM-LINE) | EA | 40 | \$ 25.00 | \$ 1,000.00 |
| 616-10.30 | TYPE III MOVEABLE BARRICADE | EA | 8 | \$ 175.00 | \$ 1,400.00 |
| 618-10.00 | MOBILIZATION | LS | 1 | \$ 23,841.96 | \$ 23,841.96 |
| 620-00.15 | PREFORMED THERMOPLASTIC PAVEMENT MARKING, 24 IN WHITE | LF | 160 | \$ 25.00 | \$ 4,000.00 |
| 620-00.36 | PREFORMED THERMOPLASTIC PAVEMENT MARKING, 30 IN WHITE MIDBLOCK | EA | 20 | \$ 240.00 | \$ 4,800.00 |
| 620-00.42 | PREFORMED THERMOPLASTIC PAVEMENT MARKING, 12 IN WHITE, YIELD LINE TRIANGLES | EA | 25 | \$ 65.00 | \$ 1,625.00 |
| 805-99.19 | SEEDING & MULCH | AC | 0.20 | \$ 12,500.00 | \$ 2,500.00 |
| 806-10.07A | CURB INLET CHECK | EA | 10 | \$ 110.00 | \$ 1,100.00 |
| 903-50.04A | SH-FLAT SHEET (PERMANENT SIGNING) | SF | 36 | \$ 40.00 | \$ 1,440.00 |
| | | | | Base Bid | \$ 425,769.96 |
| | | | | Total Estimate | \$ 425,769.96 |

25. Project Budget Summary

List all project costs to be incurred by the applying entity on page 5 for a complete itemized cost estimate.

| | | |
|--|----|----------------------|
| Preliminary Engineering/Design (if requesting reimbursement) | 1. | <input type="text"/> |
| Right of Way costs (if requesting reimbursement) | 2. | <input type="text"/> |
| Itemized Construction Cost Estimate: (from Attachment K) | 3. | <input type="text"/> |
| Construction Engineering/Inspection (if requesting reimbursement) | 4. | <input type="text"/> |
| <hr/> | | |
| Subtotal of Costs (Line 1 - Line 4): | 5. | <input type="text"/> |
| <hr/> | | |
| Other eligible costs (provide attachment with detailed explanation) | 6. | <input type="text"/> |
| <hr/> | | |
| Total Project Cost: | 7. | <input type="text"/> |
| <hr/> | | |
| Local Match: <input type="text"/> of Total Project Cost (Line 7) | 8. | <input type="text"/> |
| <hr/> | | |
| Federal Funds Requested: <input type="text"/> of Line 7 | 9. | <input type="text"/> |

The minimum amount of local cash match required is 20%, Sponsors are not limited in their maximum local match. If a larger local match is provided, please adjust the percentages accordingly.

26. Project Commitment

By submitting an application, the applying entity commits that if this project is selected for funding, a construction contract will be awarded within 23 months of project funding allocation.

The construction plans for this project are currently:

- Complete
- % Complete
- Not Started

If this project will impact MoDOT right of way, provide letter of consent from the MoDOT Area Engineer per Section A.10. of the 2025 TAP Guide. Submit the application for review to the area engineer and MoDOT Traffic Safety and Highway (LPATSGroup@modot.mo.gov) by **June 13, 2025. Completed TAP application packets must be submitted by email to the respective District representative and be received by 4:00 p.m. on **July 11, 2025**. MoDOT reserves the right to deem a TAP application package ineligible for funding if not received by the prescribed deadline. In the event an LPA is unable to provide an emailed PDF copy of the application; the LPA shall coordinate with the district representative and deliver the completed project application by prescribed deadline.**

FINAL SUBMISSION DUE DATE FOR ALL DOCUMENTATION
July 11, 2025 by 4:00pm CST



Safety Benefits:

55%

reduction in pedestrian crashes.³

29%

reduction in total crashes.⁴

15%

reduction in fatal and serious injury crashes.⁴

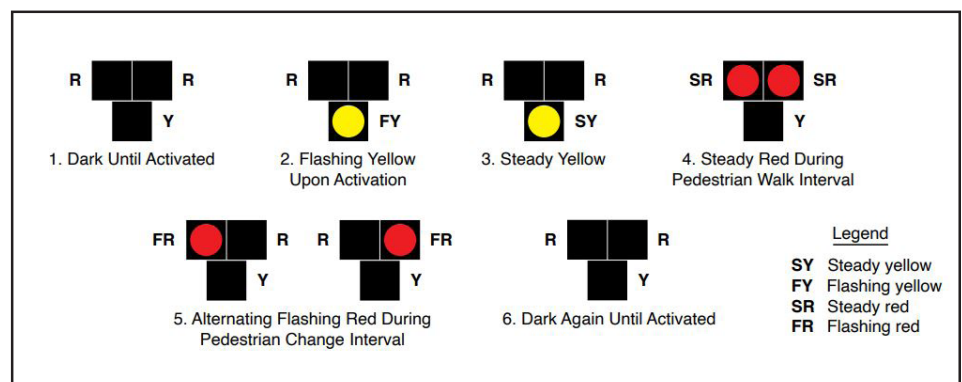


Example of PHBs mounted on a mast arm. Source: FHWA

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and <https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/fhwas18064.pdf>.

Pedestrian Hybrid Beacons

The pedestrian hybrid beacon (PHB) is a traffic control device designed to help pedestrians safely cross higher-speed roadways at midblock crossings and uncontrolled intersections. The beacon head consists of two red lenses above a single yellow lens. The lenses remain “dark” until a pedestrian desiring to cross the street pushes the call button to activate the beacon, which then initiates a yellow to red lighting sequence consisting of flashing and steady lights that directs motorists to slow and come to a stop, and provides the right-of-way to the pedestrian to safely cross the roadway before going dark again.



Sequence for a PHB. Source: MUTCD 2023 Edition, Chapter 4J, FHWA

Nearly 74 percent of pedestrian fatalities occur at non-intersection locations, and vehicle speeds are often a major contributing factor.¹ As a safety strategy to address this pedestrian crash risk, the PHB is an intermediate option between a flashing beacon and a full pedestrian signal because it assigns right of way and provides positive stop control. It also allows motorists to proceed once the pedestrian has cleared their side of the travel lane(s), reducing vehicle delay.

Transportation agencies should refer to the *Manual on Uniform Traffic Control Devices* (MUTCD) for information on the application of PHBs.² Transportation agencies should locate pedestrian signals to be accessible for all users.

In general, PHBs are used where it is difficult for pedestrians to cross a roadway, such as when gaps in traffic are not sufficient or speed limits exceed 35 miles per hour. They are very effective at locations where three or more lanes will be crossed or traffic volumes are above 9,000 annual average daily traffic. Installation of a PHB must also include a marked crosswalk and pedestrian countdown signal. If PHBs are not already familiar to a community, agencies should conduct appropriate education and outreach as part of implementation.

1 National Center for Statistics and Analysis. (2020, March). Pedestrians: 2018 data (Traffic Safety Facts. Report No. DOT HS 812 850). National Highway Traffic Safety Administration

2 Manual on Uniform Traffic Control Devices, Chapter 4J, FHWA, (2023).

3 (CMF ID: 9020) Zegeer et al. NCHRP Report 841: Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments. TRB, (2017).

4 (CMF ID: 2911, 2917) Fitzpatrick, K. and Park. E.S. Safety Effectiveness of the HAWK Pedestrian Crossing Treatment, FHWA-HRT-10-042, (2010).



Safety Benefits:

RRFBs can reduce crashes up to:

47%

for pedestrian crashes.⁴

RRFBs can increase motorist yielding rates up to:

98%

(varies by speed limit, number of lanes, crossing distance, and time of day).³



RRFBs used at a trail crossing.
Source: LJB

For more information on this and other FHWA Proven Safety Countermeasures, please visit <https://highways.dot.gov/safety/proven-safety-countermeasures> and https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-06/techSheet_RRFB_2018.pdf.

Rectangular Rapid Flashing Beacons (RRFB)

A marked crosswalk or pedestrian warning sign can improve safety for pedestrians crossing the road, but at times may not be sufficient for drivers to visibly locate crossing locations and yield to pedestrians. To enhance pedestrian conspicuity and increase driver awareness at uncontrolled, marked crosswalks, transportation agencies can install a pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) to accompany a pedestrian warning sign. RRFBs consist of two, rectangular-shaped yellow indications, each with a light-emitting diode (LED)-array-based light source.¹ RRFBs flash with an alternating high frequency when activated to enhance conspicuity of pedestrians at the crossing to drivers.

Transportation agencies should refer to the *Manual on Uniform Traffic Control Devices (MUTCD)* for information on the application of RRFBs.¹

Applications

The RRFB is applicable to many types of pedestrian crossings but is particularly effective at multilane crossings with speed limits less than 40 miles per hour.² Research suggests RRFBs can result in motorist yielding rates as high as 98 percent at marked crosswalks, but varies depending on the location, posted speed limit, pedestrian crossing distance, one- versus two-way road, and the number of travel lanes.³ RRFBs can also accompany school or trail crossing warning signs.

RRFBs are placed on both sides of a crosswalk below the pedestrian crossing sign and above the diagonal downward arrow plaque pointing at the crossing.¹ The flashing pattern can be activated with pushbuttons or passive (e.g., video or infrared) pedestrian detection, and should be unlit when not activated.

Considerations

Agencies should:²

- Install RRFBs in the median rather than the far-side of the roadway if there is a pedestrian refuge or other type of median.
- Use solar-power panels to eliminate the need for a power source.
- Reserve the use of RRFBs for locations with significant pedestrian safety issues, as over-use of RRFB treatments may diminish their effectiveness.

Agencies shall not:²

- Use RRFBs without the presence of a pedestrian, school or trail crossing warning sign.
- Use RRFBs for crosswalks across approaches controlled by YIELD signs, STOP signs, traffic control signals, or pedestrian hybrid beacons, except for the approach or egress from a roundabout.

¹ Manual on Uniform Traffic Control Devices (MUTCD), Chapter 4L. FHWA, (2023).

² "Rectangular Rapid Flash Beacon" in PEDSAFE: Pedestrian Safety Guide and Countermeasure Selection System. FHWA, (2013).

³ Fitzpatrick et al. "Will You Stop for Me? Roadway Design and Traffic Control Device Influences on Drivers Yielding to Pedestrians in a Crosswalk with a Rectangular Rapid-Flashing Beacon." Report No. TTI-CTS-0010. Texas A&M Transportation Institute, (2016).

⁴ (CMF ID: 9024) NCHRP Research Report 841 Development of Crash Modification Factors for Uncontrolled Pedestrian Crossing Treatments, (2017).

Date: July 7, 2025
Amount: \$45,775.00
Account Number: 1260-1730

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To authorize the execution of a Change Order with Texas Environmental Plastics, LTD for additional Stage 8 liner installation at the St. Joseph Sanitary Landfill.

REMARKS: The contract with Texas Environmental Plastics, LTD covers the purchase and installation of geosynthetic components for the solid waste disposal cell's bottom liner. During the installation process, a large storm caused soil and debris to wash onto the liner and ultimately into the sump pit. During the cleanup process, the liner in the sump pit had to be cut to remove wet clay beneath it. Additionally, some of the liner in the sump pit was damaged during the cleanup process. Due to these issues, additional liner material was needed to redo the sump pit area. This change order authorizes Texas Environmental Plastics, LTD to install the additional liner and weld it to the existing system. Upon completion, sample welds will be cut and tested to ensure quality and compliance with specifications.

CIP # 470-610

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

1. Create a Clean & Vibrant City: Maintain and continue development of landfill.
2. 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.

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.

CHANGE ORDER

No. 2
Date of Issuance June 10, 2025

PROJECT: Area 3 State 8 Liner Construction

TO CONTRACTOR:
Texas Environmental Plastics
29089 Robinson Road
Conroe, TX 77385

CITY: City of St. Joseph, Missouri
1100 Frederick Avenue
St. Joseph, MO 64501-2346

The Contract for Construction dated November 4, 2024, between City and Contractor for the Project is changed as follows:

Description: Installing liner in the bottom of the sump. Welding the liner to the existing liner. Testing the welds, cut samples in the welds, repair area and wait for the sample results.

Attachments:

| CHANGE IN CONTRACT PRICE: | |
|--|--|
| Original Contract Price | |
| \$371,584.00 | |
| Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>1</u> : | |
| \$16,646.00 | |
| Contract Price prior to this Change Order | |
| \$388,230.00 | |
| Net increase (decrease) of this Change Order: | |
| \$45,775.00 | |
| Contract Price with all approved Change Orders: | |
| \$434,005.00 | |

| CHANGE IN CONTRACT TIMES: | |
|--|---------|
| Original Contract Times: | |
| Substantial Completion: _____ | |
| Final Completion: _____ | (dates) |
| Net change from previous Change Orders No. _____ to No. _____: | |
| Substantial Completion: _____ | |
| Final Completion: _____ | (days) |
| Contract Times prior to this Change Order: | |
| Substantial Completion: _____ | |
| Final Completion: _____ | (dates) |
| Net Increase (decrease) this Change Order: | |
| Substantial Completion: _____ | |
| Final Completion: _____ | (days) |
| Contract Times 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: TEP
"Contractor"

By: [Signature]
(Authorized Signature)

Date: 6/10/25

APPROVED: City of St. Joseph, MO
"City"

By: [Signature]
(Authorized Signature)

Date: 6-10-25

RESOLUTION NO.

BILL# 1313-22

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER WITH STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS (SCS) IN AN AMOUNT NOT TO EXCEED \$49,350.00 TO PROVIDE ADDITIONAL STAGE 8 CONSTRUCTION QUALITY ASSURANCE (CQA) SERVICES AT THE ST. JOSEPH SANITARY LANDFILL.

WHEREAS, additional construction quality assurance (CQA) services are needed after the excavation of Stage 8 at the St. Joseph Sanitary Landfill; and

WHEREAS, Special Ordinance 10576, dated November 12, 2024, authorized execution of a Master Agreement for Professional Engineering Services with Stearns, Conrad and Schmidt Consulting Engineers (SCS), and they are capable and available to perform the work; and

WHEREAS, Resolution 49666, dated March 17, 2025, authorized the execution of Work Order SCS2518 with SCS for CQA services.

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

SECTION 1. That Change Order No. 1 by and between the City of St. Joseph, Missouri and Stearns, Conrad and Schmidt Consulting Engineers (SCS), using the respective Master Agreement for Professional Engineering Services, to provide additional Stage 8 Construction Quality Assurance (CQA) services at the St. Joseph Sanitary Landfill in an amount not to exceed \$49,350.00 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 2. That the City Manager, or his designee, be, and hereby is, authorized to execute said change order with Stearns, Conrad and Schmidt Consulting Engineers (SCS), in substantially the form as that attached hereto, 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 said change order.

SECTION 3. That the Finance Director be, and hereby is, authorized to record said expenditure in the Fiscal Year 2024-2025 Landfill Fund, Account No. 1260-1410 (Professional Services) and to issue a warrant when directed to do so by the Director of Public Works and Transportation.

Approved as to form:

City Attorney

Adopted: _____, 20____

Attest: _____
City Clerk

Mayor

Date: July 7, 2025
Amount: \$49,350.00
Account Number: 1260-1410

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To authorize the execution of a Change Order with Stearns, Conrad and Schmidt Consulting Engineers (SCS) to provide additional Stage 8 Construction Quality Assurance (CQA) services at the St. Joseph Sanitary Landfill.

REMARKS: The ongoing cell construction work of Stage 8 includes the placement of compacted soil liner and leachate drainage media by the City of St. Joseph personnel or a qualified earthwork contractor; and the installation of the geomembrane, geocomposite drainage net, geotextiles, and associated leachate collection system components (piping, containment berms, etc.) by a qualified geosynthetics contractor.

As part of the original scope, SCS provided Stage 8 construction quality services observation, CQA testing of materials, and documentation of the work activities.

As a result of issues encountered during cell construction, additional out-of-scope services have been performed upon the City's request, including additional in-person and virtual meetings, site inspections, construction management support, engineering analysis, and additional construction quality assurance oversight.

CIP # 470-610

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

1. Create a Clean & Vibrant City: Maintain and continue development of landfill.
2. Create a Clean & Vibrant City: Continue to keep city properties clean and well-maintained, and properly maintain the exteriors of city-owned buildings to ensure they are safe and functional.

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.

CHANGE ORDER

No. 1
Date of Issuance June 13, 2025

PROJECT: Stage 8 CQA
WO SCS2518

TO CONTRACTOR:
SCS Engineers

CITY: City of St. Joseph, Missouri
1100 Frederick Avenue
St. Joseph, MO 64501-2346

The Work Order SCS2518 dated March 18, 2025, between City and Contractor for the Project is changed as follows:

Description: Additional out of scope services performed for the ongoing construction of Stage 8 at the St. Joseph Landfill

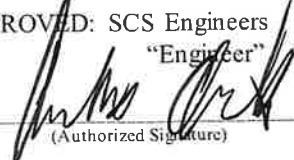
Attachments: See attached

| CHANGE IN CONTRACT PRICE: |
|--|
| Original Contract Price |
| \$169,775.00 |
| Net Increase (Decrease) from previous Change Orders No. <u>0</u> to <u>1</u> : |
| \$0.00 |
| Contract Price prior to this Change Order |
| \$169,775.00 |
| Net increase (decrease) of this Change Order: |
| \$49,350.00 |
| Contract Price with all approved Change Orders: |
| \$219,125.00 |

| CHANGE IN CONTRACT TIMES: |
|--|
| Original Contract Times: Substantial Completion: _____ Final Completion: _____ (dates) |
| Net change from previous Change Orders No. _____ to No. _____: Substantial Completion: _____ Final Completion: _____ (days) |
| Contract Times prior to this Change Order: Substantial Completion: _____ Final Completion: _____ (dates) |
| Net Increase (decrease) this Change Order: Substantial Completion: _____ Final Completion: _____ (days) |
| Contract Times 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: SCS Engineers

"Engineer"
By: 
(Authorized Signature)

Date: 06/16/2025

APPROVED: City of St. Joseph, MO

"City"
By: _____
(Authorized Signature)

Date: _____

Date: July 7, 2025
Amount: \$79,935.00
Account Number: 1150-1730

EXPLANATION TO COUNCIL BILL

ORIGINATING DEPARTMENT: Public Works & Transportation

PURPOSE: To authorize the execution of a Purchase Order using the Master Agreement with Herzog Contracting, Corp. in the amount of \$79,935.00 for the City Hall Parking Lot Resurfacing Project.

REMARKS: The City of St. Joseph approved the 2025 Capital Improvement Program (CIP) which included funding for enhancements to City Hall and Civic Center Park. As part of the project, the deteriorating parking lot at City Hall will be repaired.

Herzog Contracting, Corp. has been contracted to perform a 2” mill and overlay of the parking lot surface, replace any curbs that are also in need of repair and install pavement markings.

CIP # 324-105

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

1. Create a Clean & Vibrant City: Invest in sidewalk, curb, gutter, and alley infrastructure.
2. 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.

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 HALL PARKING LOT 2" MILL & OVERLAY

| ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE USD | UNIT PRICE WRITTEN OUT IN WORDS - USD | TOTAL USD |
|------|---|--------------------|------|----------------|---|-------------|
| 1 | 1-1/2" to 2" Asphaltic Concrete Surface | 300 | Tons | \$106.00 | One Hundred Six Dollars and No Cents | \$31,800.00 |
| 2 | 1-1/2" to 2" Milling | 2,300 | SY | \$4.20 | Four Dollars and Twenty Cents | \$9,660.00 |
| 3 | Curb Replacement (Match existing curb style) | 260 | LF | \$82.50 | Eighty Two Dollars and Fifty Cents | \$21,450.00 |
| 4 | Pavement, Base Rock and Subgrade Repair (4" Asphalt & 6" Rock Base) (Quantities to be determined) | 70 | CY | \$200.00 | Two Hundred Dollars and No Cents | \$14,000.00 |
| 5 | Pvment Markings | 1 | | \$3,025.00 | Three Thousand Twenty Five Dollars and No Cents | \$3,025.00 |
| | TOTAL PARKING LOT COST | | | | Seventy Nine Thousand Nine Hundred Thirty Five Dollars and No Cents | \$79,935.00 |

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 15, 2025, 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 Lindsey
Bernard

Absent was: Commissioner Larry Douglas

Staff: Jeff Penland, Leslie McQueen, Vicki Rowland, and Kendra Sands

The minutes from the April 17, 2025, meeting were approved.

New Business

Resolution #1075

Resolution approving a demolition bid from Wynes Excavation in the amount of
\$77,000.00 to demolish the trailer court, 1 framed home and 1 block building at
2811 So. 36th Street.

Commissioner Robin Kilgore made motion to approve Resolution #1075,
Commissioner Paulette Million second the motion and the following vote was
recorded;

Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Lindsey
Bernard

Nays: None

Abstentions: None

CITY CLERK
2025 JUN 30 AM 10:17

Resolution #1076

Resolution approving the Update of the SJHA Personnel and Policies Handbook.

Commissioner Paulette Million made motion to approve Resolution #1076, Commissioner Robin Kilgore seconded the motion and the following vote was recorded;

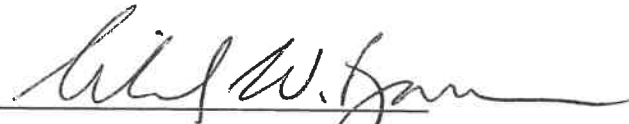
Ayes: Commissioners Michael Barnes, Robin Kilgore, Paulette Million and Lindsey Bernard

Nays: None

Abstentions: None


The Occupancy and Financial Reports for the Voucher Program and Public Housing Programs were reviewed.

There was no further business to discuss and Commissioner Robin Kilgore made motion to adjourn and the meeting was adjourned.



Michael Barnes, Chairman of the Board

ATTEST:



Jeff Penland, Secretary

TRAFFIC COMMISSION MINUTES

**June 11, 2025- 10:00 a.m.
First Floor Conference Room – City Hall**

| | Name | Members' Term Attendance (mtgs attended-mtgs absent) | End of Current Term of Office |
|-----------------------------|--|---|----------------------------------|
| MEMBERS PRESENT: | Mike Voltz | (19-03) | 06/28/2026 |
| | John Mallon | (04-00) | 07/08/2027 |
| | Dennis Fetter | (04-01) | 03/04/2029 |
| MEMBERS NON-PRESENT: | Dana Stickley | (02 -03) | 12/04/2027 |
| | Brycen Haggard | (04-03) | 11/13/2028 |
| STAFF PRESENT: | Jackson Jones, Superintendent of Streets Keven Schneider, Deputy Director of Operations Abe Forney, Director of Public Works Max Schieber, Transportation Planner Jackson Lohman, Transportation Planner Jeff Jauhola, Traffic Supervisor Nathaniel McHaffie, City Planner Ashley Parker, Recording Secretary | | |

2025 JUN 30 AM 10:17
 CITY CLERK

Call to Order.

Mike Voltz called the meeting to order at 10:03 a.m.

Item 1- Approve March 12th, 2025, meeting minutes. John Mallon motioned to approve the March 12th meeting minutes and Dennis Fetter seconded the motion. By general consent, the previous meeting minutes were unanimously approved. **Motion Carried.**

Item 2- Discuss the formal ROW/ Easement Vacation Application from Dustin Norris with St. Joseph Winsupply requesting to vacate the alley that runs from Patee St to Olive St., between 5th and 6th St. Nathaniel McHaffie presented to the board that the alley vacation request concerns a section of the alleyway located between several properties owned by Winsupply. He explained that, at present, there are no utility lines or infrastructure in the area that would be affected by the proposed vacation. Given this, staff has no objections to the request and is recommending its approval. The proposed alley vacation would effectively remove a portion of this alley from the public right-of-way and transfer ownership of the land to the adjacent property owner, allowing it to be used as private property. Dennis Fetter motioned to approve the ROW vacation application and send to the Planning Commission for approval and John Mallon seconded the motion. **By general consent, the motion was carried.**

Item 3- Approve the “No Parking” signs trial period on the south side of Pacific Street, from the Belt Highway to 33rd Street; the north side was approved on March 12th, 2025. Earlier this year, Public Works received a request to remove parking along the north side of Pacific Street. In response, staff implemented a 90-day trial period to evaluate the impact of the change before presenting it to the board.

During that trial, a second request was submitted to also remove parking on the south side of Pacific Street. Since the north side trial proved effective in improving traffic flow and safety, the Traffic Commission approved the removal of parking on the north side.

This current request is to officially approve the permanent removal of parking on the south side, as the trial period has now ended. This section of Pacific Street includes steep ditches and is prone to speeding, making it difficult for vehicles to safely pass when cars are parked along the road. Removing parking on both sides helps improve visibility, safety, and overall traffic movement in this area. John Mallon motioned to approve on the removal of parking along the south side of Pacific St. and send to City Council for final approval and Dennis Fetter seconded the motion. **By general consent, the motion was carried.**

With no other items on the agenda and no other public comment, John Mallon motioned that the meeting be adjourned, and Dennis Fetter seconded. **Meeting Adjourned.**

Next regularly scheduled Traffic Commission meeting: July 9th, 2025

Minutes respectfully submitted.

/s/ Ashley Parker
Ashley Parker, Recording Secretary

ST. JOSEPH PUBLIC LIBRARY
Budget Committee Meeting
June 23, 2025, 5:30 p.m., Downtown Library

MINUTES

The Budget Committee of the Board of Trustees of the St. Joseph Public Library met on June 23, 2025 at 5:30 p.m. at the Downtown Library. Committee members in attendance were Bobbie Cronk, David Jordan, and Jonht Slayden. Kyla Ward was absent. Mary Beth Revels was 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, **Jonht Slayden moved and David Jordan seconded to approve the minutes of the April 24, 2025 Budget Committee meeting as presented. All Committee members in attendance voted "yes." The motion carried.**

Under old business, Mary Beth Revels presented the final version of the 2025-2026 budget for discussion and approval. After discussion, **David Jordan moved and Jonht Slayden seconded to approve the 2025-2026 budget to be presented to the full Board for approval. 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.

There being no further business, **Jonht Slayden moved and David Jordan seconded to adjourn the meeting. All Committee members in attendance voted "yes". The motion carried.**

Mary Beth Revels
Secretary Pro Tempore

ST. JOSEPH PUBLIC LIBRARY
Meeting of the Board of Trustees
June 26, 2025, 6:00 p.m., East Hills Library

CITY CLERK
2025 JUN 30 PM 1:11

MINUTES

The Board of Trustees of the St. Joseph Public Library met on June 26, 2025 at 6:00 p.m. at the East Hills Library. Board members in attendance were Joshua Bachman, Heidi DeSchepper, Harriet Gordon, David Jordan, Jonht Slayden, Kyla Ward, and LaTonya Williams. Rosetta Ballew-Jennings and Bobbie Cronk were absent. Mary Beth Revels, Crystal Stuck, and Katie Green were present from the staff.

Kyla Ward called the meeting to order and the roll call was taken.

Upon review of the May 22, 2025 meeting minutes, **LaTonya Williams moved and David Jordan seconded that the minutes be approved as presented. All Board members in attendance voted “yes.” Motion carried.**

Under the Report of the Treasurer, **Heidi DeSchepper moved and David Jordan seconded to approve checks #35555 through #35594, May electronic withdrawals, direct deposits, and journal entries. All Board members in attendance voted “yes” and the motion carried.**

Mary Beth Revels presented the May Financial Reports, pointing out that while both revenues and expenses for the fiscal year are higher than expected, revenue is still the greater of the two. **Jonht Slayden moved and LaTonya Williams seconded to accept pages 8-21 of the financial report as presented. All Board members in attendance voted “yes” and the motion carried.**

The 2025-2026 Annual Budget was presented by David Jordan. **David Jordan moved that it was the recommendation of the Budget Committee to approve the 2025-2026 annual budget as presented. All Board members in attendance voted “yes” and the motion carried.**

Under Reports of Committees, Kyla Ward reported that the Personnel Committee plans to present the director’s evaluation in July as scheduled.

There were no other Committee Reports.

Under Old Business, Mary Beth Revels provided an update on ongoing library projects, announcing that the restoration of the front wall at the Downtown Library is essentially complete. The Washington Park Library is requesting bids for masonry and concrete repairs.

There was no other Old Business.

In New Business, Mary Beth Revels asked for approval from the Board of Trustees to explore the possibility of adding Buchanan County to the list of counties in Missouri that allow a voter approved sales tax to fund a library district. There will be a bill introduced in the next legislative session to add to the list of counties where the sales tax option is allowed. **Heidi DeSchepper moved and Harriet Gordon seconded to move forward with working toward**

adding Buchanan County to a library sales tax bill in the Missouri Legislature. All Board members in attendance voted “yes” and the motion carried.

Next in New Business, Mary Beth Revels presented four edited policies for review and approval. Under the “Public Assembly and Petitioning and Distribution of Literature on Library District Property Policy” an additional edit was suggested. **LaTonya Williams moved and David Jordan seconded to approve the updates to the policy as edited. All Board members in attendance voted “yes.” Motion carried.**

Under the “Social Media Policy” additional edits were suggested. **LaTonya Williams moved and Jonht Slayden seconded to approve the edits to the policy as discussed. All Board members in attendance voted “yes.” Motion carried.**

Mary Beth Revels presented the “Suspension of Privileges for Health and Safety Reasons Policy” and additional edits were discussed. **LaTonya Williams moved and Jonht Slayden seconded to approve the updates to the policy as discussed. All Board members in attendance voted “yes.” Motion carried.**

Under the “3D Printer Policy” several edits were discussed. **LaTonya Williams moved and Heidi DeSchepper seconded to approve the updates to the policy as discussed. All Board members in attendance voted “yes.” Motion carried.**

Crystal Stuck, Branch Manager of the East Hills Library, announced that the Summer Reading Program is in full swing and the branch offers a themed photo op with staff-made oversized art supplies. Crystal also passed around a drawing of the city’s plan to build a new bus terminal in the parking lot on the Visitor’s Center side of the building, noting that it would be helpful to add library signage to that side of the building to bring more potential patrons into the library space.

Joshua Bachman and David Jordan were honored for their time on the Board of Trustees. Heartfelt resolutions were read by Kyla Ward thanking each of them for their years of dedication and service. She presented both with beautiful engraved crystal books to remember their time on the library board.

In the Director’s Report, Mary Beth Revels shared photos of a successful Summer Reading Program Kick Off Party that drew 345 people. The F.A.M.E. Committee (Fun and Morale for Employees) hosted a “May the Fourth” staff picnic at Bartlett Park.

There was no board discussion or public comment.

The next meeting will be on July 24, 2025 at 6:00 p.m., at Washington Park Library.

There being no further business, **Joshua Bachman moved and David Jordan seconded to adjourn the meeting. All Board members in attendance voted “yes.” Motion carried.**

Harriet Gordon
Secretary

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
(FFC) Board of Directors

Pam Brock, President
Melissa Lawyer, JD,
Vice President
John Wilson, Treasurer
Nancy Nelson,
Secretary
Kristie Arthur
Janet Kropp
Lisa Little
Gail McMillen
Denise Moore
Valyne Pochop
Carol Roever
Tom Russell
Dwight Scroggins, JD
Joyce Stroud, OD
Mark Struthers
Courtney Tritten
Carol Walter
Dorrah Weems, MD
Helen Wilson

Social Welfare Board of the County Of Buchanan, Missouri



"Doing Business as Stuber Health Center"

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Patee Market Health Center
904 South 10th Street, Ste. A

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

Board of Directors Minutes May 27, 2025

Rex Robinson called the May 27, 2025, 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 in person: Rex Robinson, Nancy Nash, Tom Richmond, Dr. McMillen, and Joseph Elliott.

Absent- Karen Foley.

Ad Hoc members/representatives: Debra Bradley (Absent)

Staff present: Latha Varghese and Deborah Borchers

- I. **Clinic Team Connect:** Mary from SHC attended the meeting briefly to connect with the Board members and shared her role and her experiences at the clinic in serving the patients.
- II. **Approval of Minutes:** The minutes of the April 22, 2025 were reviewed. Tom moved to approve the minutes; Dr. McMillen seconded; motion carried.
- III. **Old Business:** None
- IV. **New Business:**
 - a. **Board Approvals**
 - The audit contract for the next three fiscal years was sent out. There was one response from Kenney Hales for \$6750 per year. Dr. James McMillen moved to accept the audit bid. Tom Richmond seconded the motion. Motion carried.
 - Quote for Payroll, timekeeping, and HR from Sage, ADP, and Heartland was shared with the board. Following the discussion, Tom Richmond moved to accept the quote from Sage. Nancy Nash seconded the motion. SHC currently uses Sage for accounting services. Adding the payroll, time keeping, and HR costs an additional \$4500/year.

Financials

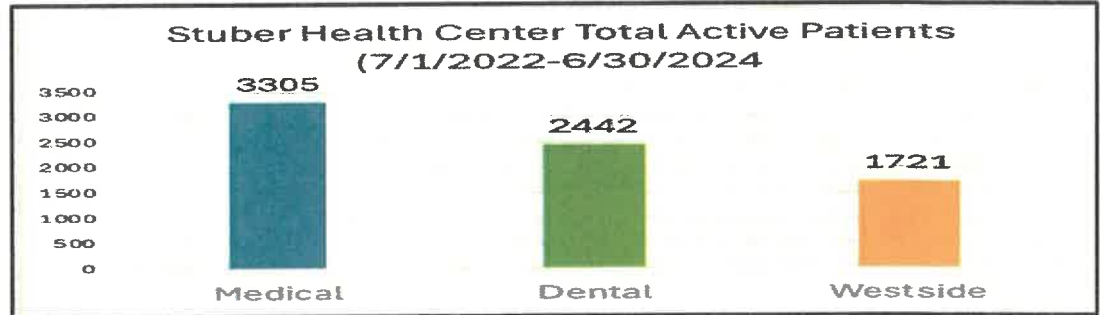
- Deborah presented the financials for April. The clinic posted a net income of \$10,091.52 for April. The clinic has a year to date loss of \$13,335.52. Dr. James McMillen moved to accept the financials. Tom Richmond seconded the motion. Financials filed for audit.
- Deborah reviewed Westside's financials for April. Westside has a year to date loss of \$60,662.94.

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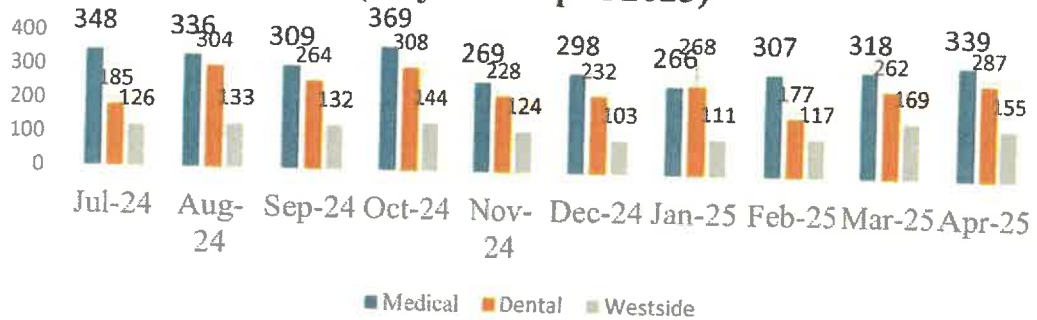
CITY CLERK

b. Executive Director- Latha Varghese's report as follows:

Clinic Statistic



**Appointments Seen By Providers In Medical,
Dental, and Reproductive Health Service Clinic
(July 2024-April 2025)**



Staffing

- Our clinics are fully staffed. One of our medical assistants will have her last day on June 13, 2025. A community health worker (CHW) who holds a medical assistant certification will fill her position. It is important to note that funding for the CHW program was cut earlier this year due to recent federal changes.
- We recently celebrated Nurse’s Week with a DAISY Award ceremony. Danyelle, our Nurse Practitioner (FNP), has been selected as this year's DAISY Award Honoree! Other nurses nominated for the award included Edna (RN), Cindy (WNP), Mary (LPN), and Carol (FNP).

Contracts/Grants/Funding support

- Our Stuber Health Center has received a Gold Rating from the NAFC Quality Standards Program for the year 2025, recognizing our commitment to providing quality care.
- The Missouri Family Health Council, Inc. will fund our clinic for three months of Title X operating expenses, totaling \$82,473.00 to cover May, June, and July.
- We received notification from Community Development Block Grant (CDBG) program on approval of \$66, 807 for dental care services.
- Deborah applied for funding from the Enright Family Foundation and the Leah Spratt Family Foundation.
- Latha applied for funding from the National Association for Free Clinics (NAFC) for Advancing Women’s Health: Cancer Prevention, Screening & Diagnosis and a 2025 Sun Safety Grant Program.

Projects/Collaborations

- Continuing to collaborate with Mosaic Hospital on the Continued Care Clinic program.
- Renewed our partnership with Heart to Heart access to medicine program to receive free medications, medical and dental supplies, and durable medical equipment based on availability.
- Collaborated with Sisters of Solace and provided Mobile Clinic Services to improve breast and cervical cancer screening on May 23, 2025.
- A partnership with the MAVEN Project is underway. The MAVEN Project addresses inequities in healthcare by connecting providers at safety net clinics with expert physician volunteers for medical advice, mentorship, and education, providing clinic patients with rapid access to high-quality specialty care.

Meetings and Training

- Latha [Executive Director (ED)] and Dr. Deborah Weems (FOFC Board of Director) met with a community field specialist from the University of Missouri (Mizzou) to connect with rural agencies in Northwest Missouri to provide Mobile Women's Health Clinic services.
- Latha (ED) attended the Buchanan County Medical Society meeting held on May 7, 2025.
- Tara (Office Manager) represented our clinic and attended the Northwest Professionals of Aging meeting held on May 13, 2025.
- Latha (ED) attended the WISEWOMAN May Education Call meeting held on May 20, 2025.
- Monthly meetings of the medical and reproductive healthcare clinic are held regularly.
- Bimonthly quality improvement committee meetings are held regularly.
- Latha (ED) and Ji (CHW) continue to attend the Diabetes Quality Improvement meeting to collaborate with experts and other clinics to improve diabetes control in our clinic.
- Deborah (Operations Director) attended the Working Group meeting for the National Association of Free Clinics.
- Deborah (Operations Director) attended the monthly meeting of the Alliance for Substance Abuse.
- Deborah (Operations Director) and Latha (ED) attended the monthly Continuum of Care meeting.

Marketing Strategies/Events

- A Missouri Western State University student who completed her videography has signed up for service credit hours to volunteer at our clinic to assist with marketing strategies.

The meeting adjourned at 4:20 PM.

The following next regular meeting: June 24, 2025.



Rex Robinson, President



Latha Varghese, Executive Director

MINUTES OF THE POLICE PENSION BOARD MEETING

The regular monthly meeting of the Police Pension Board was held on Wednesday, May 21, 2025, at 4:00 p.m., in the 1st Floor Conference Room at City Hall.

MEMBERS PRESENT: Paul Luster, Police Chief; Nikki Poirier, Finance Director; Paula Heyde, City Clerk; Amy Cohorst, Human Resources Director; Josh Emberton, City Attorney; Paul Gatewood, Steven E. Gumm, Gregg Lewis, and Richard Shelton.

MEMBERS ABSENT: None.

CITY STAFF/CONTRACTUAL REPRESENTATIVES PRESENT: Southern Bank representative Mark Kempf, Plan Administrator/Investment Manager; and Kitty Karr, Accountant.

Paul Gatewood, Chairman, called the meeting to order.

Agenda #I - Approval of minutes from the April, 2025 meeting. Gregg Lewis made a motion to approve the minutes of the April 16, 2025 meeting. Second by Police Chief Paul Luster. Motion carried (9-0).

Agenda #II – Approval of pension payments for May, 2025. Richard Shelton made a motion to approve the total pension retirement payments as of May 31, 2025, in the amount of \$216,531.81. Second by Chief Luster. Motion carried (9-0).

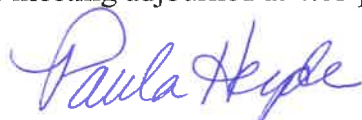
Agenda #III – Vendor invoices. Police Chief Paul Luster made a motion to pay the invoices from Southern Wealth Bank in the amount of \$3,091.68 for monthly administration fees and Seigfried Bingham in the amount of \$1,947.00 for general legal services for December 2024. Second by Mr. Shelton. Motion carried (9-0).

Agenda #IV – Other Related Business or Issues. a) Richard Shelton made a motion to pay the Scott Coates funeral benefit in the amount of \$2,000.00. Second by Steve Gumm. Motion carried (9-0).

b) Update on the effort to ascertain the marital status of Tanya Moore – Josh Emberton reported that the Kansas Bureau of Vital Reports would not release any marriage licenses information to a third party and suggested that this issue be put behind us.

c) Handouts: Report from Southern Wealth for the period 4/1/25 - 4/30/25 and the City of St. Joseph, Missouri Police Pension Fund Financial Statements and Required Supplementary Information for the years ended June 30, 2024 and 2023.

By general consent, the meeting adjourned at 4:05 p.m.



Respectfully submitted, Paula Heyde, Secretary, Police Pension Board

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CITY CLERK

MINUTES OF THE PUBLIC SERVICE RADIO SYSTEM ADVISORY BOARD MEETING

The Public Service Radio System Advisory Board met on Wednesday, May 21st, at 1:00pm, in the 4th Floor Conference room at City Hall.

MEMBERS PRESENT: Paul Luster, Police Chief; Bill Puett, Sheriff; Derek Conz, Mosaic; Scott Burnham, Buchanan County Commissioner, Designee by Scott Nelson, Buchanan County Presiding Commissioner; Jason Soper, Assistant City Attorney, Designee by Mike Schumacher, City Manager

MEMBERS ABSENT: Wally Patrick, REMSA

OTHER OFFICIALS PRESENT: John Olszowka, Support Services Major; Nikki Poirier, Director of Finance; Cindy Cox, Accountant; Chris McBane, Network Administrator Sergeant; Jason Strong, Police Deputy Chief; Brad Kerns, Executive Officer Captain; Chase Cotter, Communications Center Captain

Paul Luster, Chairman, called the meeting to order at 1:02pm.

Agenda #1-Approval of meeting minutes from last meeting

Minutes approved with an exception; correction made to March 18th, 2025, meeting minutes the Midwest Mobile invoice was \$32,272.00, not \$32,222.00 as previously stated.
Motion carried (5-0)

Agenda #II-Old Business

It is stated in the Public Service Radio System Advisory Board MOU that all tower revenue goes to the tower maintenance fund. It was discovered later that the LEC tower revenue, currently \$11,000.00, goes to the LEC maintenance fund. This is acceptable to the LEC Board. Chief Paul Luster motioned to update the MOU to reflect this change and continue this practice along with adding these minutes to the updated MOU. Motion carried (5-0)

Agenda #III-Land Lease Agreements

Assistant City Attorney Jason Soper confirmed the County land lease agreements are complete and City land lease agreements have been approved by City Council Members.

Agenda #IV-Maintenance contracts with Midwest Mobile

Support Services Major John Olszowka gave an update on the contract with Midwest Mobile. This contract is year by year and extends automatically, this is at no cost to us. Midwest Mobile provides maintenance to the towers for \$150.00 a month per site and we rent space on our towers for \$150.00 per site for internet service. No money changes hands. This contract is from 2007, Mr. Soper will review the contract and give his opinion on whether we should keep it as it is or have it updated.

Agenda # V-Tower Fund Battery Replacement

Ernie Miller with Midwest Mobile says all 7 towers need to be updated with 48-volt systems starting with the 3rd and Hamburg tower. He is currently installing one in Platte County and once this is complete, he will give his final opinion on how well it works before he gives his recommendation if we should procure this same battery. He anticipates the middle of June or early July to have his recommendation and quote. Discussed at the last meeting about setting up a fund for tower battery replacement. Currently we have 2 additional spares if something needs to be replaced now and he recommends this upgrade can happen over the next few years to have all 7 replaced. Mr. Miller anticipates approx. \$18,000.00 - \$20,000.00 per site.

Major Olszowka brought up a whole system upgrade. We have support on our current system with Motorola until 2029. System upgrades include 70 repeaters-10 at each site, switches and routers and 2 dispatch counsels. One counsel for the ambulance and one for the main dispatch, all are at the end of life. The City Manager is aware of this significant upgrade and that this will need to be budgeted.

Derek Conz, Mosaic asked if there would be new radios needed. Our current subscribed radios will work.

Public Comment:

Mr. Miller spoke about the ambulance dispatch. His first concern is about ambulance dispatch, they have a UPS that backs their equipment up, he suggests having this replaced, they are aging out. The second concern is the FCC gave frequency away for the microwave going to that location. A system upgrade and replacement will be starting in July by Motorola. An outage more than likely will happen for approximately 15-30 minutes. Network Administrator Sergeant Chris McBane explained there will be a kickoff meeting next week for more information. He will have backup channels and a communications plan for this and anticipates this process to start July 21st – August 1st of this year.

Mr. Miller also spoke about a letter and a form explaining how to be compliant with their radios that he has made for any outside agency that requests an ID to be on our system using their own radios. Midwest Mobile will make sure the radios are certified and in compliance. Mr. Miller explained that if the radios aren't updated they could shut down our system. Chief Luster requests a list of radios from Midwest Mobile for all users/agencies that are out of compliance and letters will then be sent out to inform them. Chief Luster also suggested to the Board that when there is a new user request the Board should vote on each one and they should limit the number of radios that have access and what kind of access they should get.

Meeting adjourned at.1:37

Respectfully submitted,

Susan Bohr
Board Secretary

6/30/25

CITY CLERK
2025 JUN 30 AM 9:54

Parks & Recreation Department

May

City Council Report

2025

MAY 2025 AQUATICS



Wear a Life Jacket

- Always wear a Coast Guard-approved life jacket.
- Ensure it fits snugly but comfortably.



MWSU Attendance

Public swimmers, MWSU students/faculty, KCSA, Special Olympics

294

Total Lifeguards

13

Total Shallow Water Lifeguards

4



Pool Cool

10th year participating with KU Med

Lifeguard Pretest

Swim-Tread-Swim Sequence

- Swim 150 yards using the front crawl, breaststroke, or a combination of both. - Swimming on the back or side is not permitted. - Swim goggles are allowed.
- Maintain position at the surface of the water for 2 minutes by treading water using only the legs.
- Swim 50 yards using the front crawl, breaststroke, or a combination of both

Timed Event Complete a timed event within 1 minute, 40 seconds.

- Starting in the water, swim 20 yards. - The face may be in or out of the water. - Swim goggles are not allowed.
- Surface dive (feet-first or head-first) to a depth of 7 to 10 feet to retrieve a 10-pound object.
- Return to the surface and swim 20 yards on the back to return to the starting point, holding the object at the surface with both hands and keeping the face at or near the surface.
- Exit the water without using a ladder or steps

Staff Training

51 hours



- Lifeguard Certification Training
- Lifeguard Bootcamp Training



Sun Exposure

- Helps with vitamin D production
- Sunscreen should be reapplied every hour

Hyde Preseason

40 hours

Aquatic Preseason

47 hours

| | Sessions Offered | Users |
|----------------------|--------------------|------------|
| Public Admissions | 1 | 61 |
| Groups during Public | 7 | 383 |
| Private parties | 0 | 0 |
| City freestyle | 10 | 163 |
| Basic Skills | 1 | 57 |
| Hockey Development | 1 | 24 |
| | Total Users | 688 |

***User indicates actual skaters and does not include other people in attendance**

- Bode Ice Arena is closed for the season on May 16, 2025
- The scheduled reopen date will be July 21, 2025
- The St. Joseph Figure Skating Club presented their annual spring show “Wicked” with over 1,000 people attending the 3 performances



Wicked



Jenna & Kaleigh Wicked



Fairview Golf Course May 2025 Report

| Monthly Round Information | | |
|--|--------------------|--------------|
| Daily | | 1,353 |
| Members | | 1,398 |
| Total rounds of golf | | 2,751 |
| Leagues | Day/Evening League | Cancelations |
| Legends Senior Events Bi-Weekly | 0 | 0 |
| Wednesday Men's League | 4 | 0 |
| Ladies 18 Hole Day League | 0 | 0 |
| Ladies 9 Hole FLAG Evening League | 3 | 0 |
| Corporate Leagues American Family, KCPL, Air Guard | | 0 |
| High School Matches | 3 | 0 |
| Total tournament rounds included in rounds played above | 266 | 0 |
| Monthly Banquet Information | | |
| Rentals | 15 | 0 |
| Catered/Bar events (cornhole league) | 0 | 0 |
| Room only events | 12 | 0 |
| Golf events w/food | 3 | 0 |

- | | | |
|---------------------|-----------------------|--------------------------------|
| Tournaments: | Total players: | Monthly Pro Shop Sales: |
| o 11 | 636 | \$13,591.43 |

- **Highlights and Issues:**
- The clubhouse will be open at 6:30 a.m., 7 days a week, beginning Monday, April 7th. First tee time is 7:00. We will close at dark unless there is a BR event.
- Still taking in new members. Dynamic pricing is in full swing and seems to be working well.
- Leagues are in full swing and will continue weekly until mid-August when HS practice begins.
- Maintenance: Greens have recovered well from aeration. The low-maintenance areas are now clearly visible and have filled in nicely, with minimal weed growth.
- Tees and fairways have been fertilized. Forwar tee at hole #1 has been sodded and should open for play soon.
- We've received several key pieces of equipment that have already enhanced our maintenance operations.
- Tree trimming is ongoing and will be a long-term process. A tree to the left of hole 13 was taken down naturally during a recent storm.

Joyce Raye Patterson 50+ Activity Center May 2025 Report

| Monthly Information | |
|-----------------------------|-------|
| Daily Activities Attendance | 862 |
| Meals | 465 |
| Fitness Center | 2,736 |
| Fitness Groups | 809 |
| Arts & Crafts | 56 |
| Retired Groups | 26 |
| Dance Groups | 79 |
| Game Groups | 506 |
| Special Groups | 258 |

| Monthly Fitness Stats | |
|-----------------------|----|
| New Members | 18 |
| Renewed Memberships | 12 |

Monthly Facility Highlights and Challenges

- Copiers and phones are experiencing issues during the last week of the month. The copier company visited, and three of the drums are scratched and will be repaired under warranty.
- The Health Inspector performed a 6-month kitchen inspection and passed.
- Ordered merchandise to sell at the JRP in the hopes of increasing revenue.
- 6 high school seniors from Benton performed volunteer work at the JRP during their workday.
- The Elder Abuse group met at the JRP.
- Held our annual recreation fair with 28 different vendors. They had approximately 120 people come through.
- Worked with a traveler to help them with their upcoming Alaska Cruise.



May Painting

Parks Maintenance May 2025 Report

Monthly Highlights and Challenges:

- Daily playground checks, maintenance, and cleaning
- Ongoing dead tree removal and trimming, along with storm damage cleanup
- Daily mowing and weed eating along the parkway system
- Daily graffiti checks and cleanup
- Put up the main sign at Red Bird Hills Disc Golf Course
- Daily maintenance and watering of flower beds along the parkway system
- City-wide trash removal
- Daily playground checks, maintenance, and cleaning
- Repaired a backflow at John Lucas Park
- Reditched the lower road at Hyde Park
- Put in a new water line and water fountain bottle filling station at Huntoon Trail Head
- Put up a canopy at Phil Welch Stadium
- Fixed wiring on fountains at Corby Pond
- Worked on getting the pools ready for opening
- Seeded pump tracks at Wyeth Hill
- Finished concrete sidewalk at Mary Park
- Finished dirt work for storage building at Hyde
- Replaced 2 toilets at Heritage



*Fountain at Huntoon Trail
Head*



REC Center May 2025 Report

| Daily Facility Usage | | | | | | | |
|----------------------|---------------|--------------------|------------|-----------|--------------|-----------|--------------|
| | Member Visits | Access Card Visits | Open Gym | Track | Fitness Room | Class | TOTAL |
| Total | 1,270 | 1,749 | 244 | 53 | 44 | 18 | 2,611 |
| Daily Average | 42 | 56 | 9 | 2 | 3 | 4 | 435 |
| | | | | | | | |

| Revenue | |
|-----------------------|--------------------|
| Memberships | \$14,860.59 |
| Day Passes | \$1,698.00 |
| Classes | \$625.00 |
| League fees | \$50.00 |
| Rentals | \$2,060.00 |
| Concessions | \$5,196.75 |
| Gate Fees | \$5,224.00 |
| Gift Card Purchase | \$0.00 |
| Convenience Fee | \$460.86 |
| Other Revenue | \$52.00 |
| Summer Camp | \$0 |
| Gift Card Redeemed | \$0 |
| Total | \$30,127.20 |
| Daily Average Deposit | \$971.85 |
| Previous Year | \$27,501.11 |
| Difference | \$2,620.09 |
| | |

Highlights:

- Volleyball Rentals: 26
- Basketball Rentals: 7
- Pickleball Tournament: 1
- Active Memberships: 958

- Open Gym for pickleball, basketball, and volleyball
- Began Summer Youth Volleyball Leagues 2 nights per week
- Hosting MO Family Sports for their summer youth basketball league 2 nights per week

June Events

Continue with youth summer leagues and open gym

July Events

Lots of open gym, including some evening pickleball

Host the police department for the weeklong Cops Care Kids Camp

Host the South Side Business Women for their yearly vendor fair

Convenience Fee - it is not included in the total since it does not go into the budget.



Recreation Programs & Athletic Facilities May 2025 Report

Monthly Program Highlights and Challenges:

- Spring Sizzle Youth Softball Tournament hosted by the St. Joseph Sports Commission at the Bill McKinney Softball Complex on May 3-4
- Julie Younger Fastball Invitational Tournament at the Bill McKinney Softball Complex May 10
- ‘Summer Sesh 2025’ kickoff event held at the Maple Leaf Skate Park on May 31 hosted by Tower Skate Co
- High school baseball and tennis seasons are completed

| Date | Event | Location |
|-------------------|---|--------------------------------|
| June 2025 | Court resurfacing work to be completed | Noyes Tennis Center |
| July 2025 | Youth Tennis program | Noyes Tennis Center |
| | Session 2: Adult slow pitch softball registration and league play | Bill McKinney Softball Complex |
| July-October 2025 | USTA youth tennis events | Noyes Tennis Center |
| July 2025 | Special Olympics District Softball | Bill McKinney Softball Complex |



Summer Sesh 2025

May 2025 Parks Project Highlights

| | |
|---|---|
| Corby Pickle Ball Courts | Project was temporarily stalled due to lack of bidding contractors; however, we have a multiple COOP contractor with a bid that is within the budget – anticipate contract after July 1 st . |
| Civic Arena – Painting | Inside is 95% complete – outside is underway. |
| Civic Arena – Signage | Complete |
| Civic Arena – Restroom Renovation | Project is underway with north concourse substantially complete and lower-level restrooms in progress; south concourse restroom and locker room work are well underway. Requesting a change order for new water heaters. Overall project completion expected for Summer 2025. |
| Civic Arena – Concessions | Project complete |
| Civic Arena – Electrical Upgrade | Project complete |
| Civic Arena – Office Renovations | Project underway – flooring bid awarded to Eckards. Furniture purchase in progress. Painting will begin soon. Expected completion by Summer |
| Krug Park Renovations | Project underway – site evaluation, design development and minor demolition underway. Demo on the bowl area has begun. |
| Phil Welch – Stadium Concrete & Structural Repairs | Bids were received with Lawhon Construction providing the lowest bid of \$613,320. Presented for Council Approval on April 14. Physical work will not begin until after Mustang’s season ends in late July. |
| Phil Welch – Scoreboard Upgrade | Project complete |
| Phil Welch – Fence | Project on-hold until Summer 2025 |
| Felix Street Square Stage | Design was nearly complete – after staff was re-directed to provide a second design, upon receiving cost estimates for the second design, staff was told to proceed with original design. Evaluating the GGA design documents and advertise for construction bid. |
| Civic Center – North-side Fountain | Design 95% complete. A design layout has been chosen and GGA has been given the go-ahead to proceed to final design and get project advertised for construction |
| Civic Center – Tree Removal | Complete |
| Civic Center – Balustrade Demo and Westside Stairs | Construction is underway. |
| Civic Center – Lighting | Project underway – waiting on completion of City Hall pressure cleaning |
| Fairview Ponds & Bridges | Drainage repair complete on south end of pond – Snyder & Associates submitted wetland delineation paperwork to the Corps of Engineers. Waiting on quote from Transystem for phase 2 design |
| Heritage Park - Spillway | Project approved – excavation and site prep about to begin by Auxier Construction – anticipate completion Summer 2025 |
| Heritage Park – Shelter Replacement | Project underway – Structure scheduled for delivery |
| Heritage Park – Stadium Seating | Project complete |
| Missouri Theater - Sidewalk | Coordinating with Auxier Construction on a start date. ASAP |
| Aquatics – Northside – Splash Park | Waiting on final designs – park and city engineering staff will evaluate drawings – project expected to go to bid in June 2025. Construction anticipated to begin this summer. |
| Hyde – Low Water Pool & Pool House | |
| Hyde Park Maintenance Building | Project underway - easement has been acquired for electrical and trees have been cleared – Every scheduled to install transformer. Excavation underway – Building is out for bid. |
| Joyce Raye Patterson – Sidewalk Entry | Coordinating with Auxier Construction on a start date. ASAP |

| | |
|--|---|
| Noyes – Lap Pool Demo | Demolition design 100% complete – anticipate going to bid June 13 th , 2025 |
| Noyes – Tennis Lighting | Project approved – equipment is being manufactured. Installation will occur following tennis season (early summer) |
| Noyes – Tennis Court Repair | St. Joseph School District contributed \$23,900 to the project - work will begin following tennis season (early summer) |
| Remington Nature Center – Driveway and sidewalk repairs | Project complete |
| Wyeth Tootle Mansion | Continued maintenance and repairs |
| Hyde Park – Red Bird Hills Disc Golf | Project Complete |
| Corby Pond – Picnic Pavilion | Project approved – MDC grant accepted – Pavilion kit has been ordered – delivery anticipated the week of 6/9/25. Park staff will install the pavilion. Auxier Construction will perform concrete work |
| Maple Leaf Skateboard Park | Project complete |
| Multiple Park Restrooms <ul style="list-style-type: none"> - Hyde - Hochman - Corby - Eagles - Northside - Upper Bartlett - Joyce Raye Patterson - Northeast | Hyde - Estimated completion date of 7/31/25 Hochman - Complete Corby – Estimated completion date of 6/30/25 Eagles - Estimated completion date of 6/20/25 Northside Complex - complete Bartlett Park - complete Joyce Raye Patterson - complete Northeast is on-hold |
| Pony Express Statue | Project complete |
| River Bluff Trail - Fencing | Project complete |
| Wyeth-Hill – Pump Track | Project is substantially complete – erosion control and plantings are underway – concrete pathway and shelter installation anticipated in June 2025 |
| Wyeth-Hill – Shelter Repair | Project complete |