



**BOARD OF ALDERMEN
REGULAR AGENDA
Monday, October 13, 2025
6:00 P.M.
Community Building
601 W Main Street
Odessa, MO 64076**

The meeting can be viewed live on YouTube, by subscribing to
[@OdessaMO](#)

Anyone wishing to address the Mayor and Board during the meeting must fill out a Speaker's Appearance Form and give to the City Clerk prior to the start of the Board meeting. Forms are available [online](#) or located at the entrance of the Community Building. Speakers are subject to Board of Aldermen Rules of Procedure.

CALL TO ORDER

Mayor Bryan Barner

PLEDGE OF ALLEGIANCE

Mayor Bryan Barner

ROLL CALL

City Clerk Karen Findora

WELCOME TO VISITORS

Mayor Bryan Barner

CONSENT AGENDA

All matters under the Consent Agenda are Considered to be routine by the Aldermen and will be enacted by one motion with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the Aldermen.

Approval of Minutes

- September 22, 2025 – Regular Session

Police September Rpt.

Municipal Court September Rpt.

9th Street Pay Application #3

MAYOR REPORT

ALDERMEN REPORT

CITY ADMINISTRATOR REPORT

PUBLIC COMMENTS

PRESENTATION

PROCLAMATION

World Polo Day ~ October 24, 2025

OLD BUSINESS

NEW BUSINESS

Bill No. 2025-23
(1st & 2nd Reading)
Purchasing Policy

Introduction and readings of Bill No. 2025-23 adopting a purchasing policy for the City of Odessa, Missouri, setting forth guidelines and competitive bidding procedures for the procurement of goods and services, and repealing all prior purchasing policies.

Shawna Davis, City Administrator

Bill No. 2025-24
(1st & 2nd Reading)
2026 FIFA World Cup ~ Liquor

Introduction and readings of Bill No. 2025-24, exempting the City of Odessa, Missouri, from temporarily extending hours for selling, serving, and allowing consumption of intoxicating liquor within the City of Odessa during the 2026 FIFA World Cup.

Shawna Davis, City Administrator

Resolution No 2025-26
Lime Sludge Removal

Proposed Resolution No. 2025-26 authorizing the Mayor to execute the contract with Midwest Injection, Inc. for the removal and land application of lime sludge solids at the City of Odessa, Missouri water treatment facility.

Shawna Davis, City Administrator

Resolution No 2025-27
Tree Trimming & Removal

Proposed Resolution No. 2025-27 authorizing the Mayor to execute the contract with Poor Boy Tree Service, Inc. for tree trimming and removal services for the City of Odessa, Missouri.

Shawna Davis, City Administrator

Resolution No 2025-28
Disposition of Records

Proposed Resolution No. 2025-28 approving the disposition of records that have met the required retention periods in accordance with the RSMO Chapter 109 and applicable state retention schedules.

Shawna Davis, City Administrator

Discussion
Code Enforcement

At the August 25th Board of Aldermen meeting, Alderman Carrigan requested a discussion regarding code enforcement, the Board of Aldermen postponed the discussion to the October 13th meeting.

Discussion
Mobile Food Trucks

Mayor Barner has requested to discuss the Mobile Food Truck Ordinance.

Discussion
Strategic Plan ~ Community Engagement

Shawna Davis, City Administrator, to discuss Strategic Plan ~ Community Engagement.

*Monday, October 27, 2025, at **6:00 p.m.** Regular Session*

Next Scheduled Meeting

Aldermen – Request for New Items

Members of the Board of Aldermen have the opportunity to propose items for consideration to be added to the agenda for the next regularly scheduled meeting. A vote will be held to determine whether to include an item on the agenda. Therefore, debate and discussion should be limited to determining the board's interest in further discussion at the upcoming Board of Aldermen meeting.

Adjourn

Pursuant to RSMO 610.021 (1) **Legal actions, causes of action, litigation, or confidential attorney/client communication.**

Pursuant to RSMO 610.021 (2) Real Estate Negotiations

Pursuant to RSMO 610.021 (3) Personnel

Pursuant to RSMO 610.021 (12) Sealed bids and related documents, until bids are open; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

Up-Coming Meetings / Events:

October 1 @ 8:00 a.m. – Odessa Dog License Renewal
October 14 @ 9:30 a.m. – Municipal Court @ Community Building
October 15 @ 7:00 p.m. – Parks and Recreation Meeting @ Community Building
October 16 @ 6:00 p.m. - Planning Commission Meeting @ Community Building
October 27 @ 4:30 p.m. – Finance Committee Meeting @ City Hall
October 27 @ 6:00 p.m. – Board of Aldermen Meeting @ Community Building
October 31 @ 5:00 p.m. – Odessa Dog License Delinquent
November 13 @ 6:00 p.m. – 8:00 p.m. – Chat with the Chief @ Community Building
November 18 @ 6:30 p.m. – 8:30 a.m. @ - Coffee with the Chief @ McDonalds
December 11 @ 5:00 p.m. – 7:00 p.m. @ Open House - Odessa Police Dept.

Other Events:

October 23 – 25 @ 3:30 p.m. – Chalk the Walk @ Downtown
October 25 @ 4:00 p.m. – 7:00 p.m. – Downtown Trick-or-Treat – Odessa Chamber of Commerce @ Downtown
October 31 @ 5:00 p.m. – Odessa Dog License Delinquent
November 13 @ 6:00 p.m. – 8:00 p.m. – Chat with the Chief @ Community Building
November 17 @ 6:00 p.m. – Christmas Lighting Ceremony – Odessa Chamber of Commerce @ Downtown
November 18 @ 6:30 p.m. – 8:30 a.m. – Coffee with the Chief @ McDonalds
December 11 @ 5:00 p.m. – 7:00 p.m. – Open House @ Odessa Police Dept.

For more information, please visit the City of Odessa [website](#).

ELECTED OFFICIALS

	Mayor Bryan D. Barner	bryan.barner@cityofodessamo.com	(816) 985-0361
Ward 1	Alderdwoman Mickey Starr	mickey.starr@cityofodessamo.com	(816) 260-8448
Ward 1	Alderdwoman Karla Polson	karla.polson@cityofodessamo.com	(816) 739-2224
Ward 2	Alderdwoman Donna Ehlert	donna.ehlert@cityofodessamo.com	(816) 263-9559
Ward 2	Alderman Mike Plachte	mike.plachte@cityofodessamo.com	(816) 263-9997
Ward 3	Alderman Bruce Whitsitt	bruce.whitsitt@cityofodessamo.com	(816) 565-6610
Ward 3	Alderman Collin Carrigan	collin.carrigan@cityofodessamo.com	(801) 829-8482

AMERICANS WITH DISABILITIES ACT

The City of Odessa is committed to ensuring compliance with the Americans Disabilities Act. Individuals who require an ADA accommodation to attend a meeting are encouraged to make those arrangements with the City Clerk at (816) 230-5577 ext. 6 or by email at karen.findora@cityofodessamo.com at least 72 hours in advance of the meeting to communicate their needs.

Posted October 10, 2025
City Hall & City Website
Emailed to The Odessan

Karen Findora, City Clerk
PO Box 128 · 228 S Second · Odessa, MO 64076
[Email](#) | Phone: (816) 230-5577 ext. 6 | www.cityofodessamo.com

**City of Odessa, Missouri
Board of Aldermen
Odessa Community Building | 601 W. Main Street
Regular Meeting ~ Monday, September 22, 2025 | 6:00 p.m.
Meeting Minutes**

[@OdessaMO](#)

CALL TO ORDER / PLEDGE OF ALLEGIANCE

Mayor Bryan Barner called the meeting to order at 6:00 p.m., and led in the pledge of allegiance.

ROLL CALL

Shawna Davis, City Administrator, called the roll and confirmed a quorum.

Mayor Bryan Barner	Present	Alderman Bruce Whitsitt	Present
Alderman Karla Polson	Present	Alderman Donna Ehler	Present
Alderman Mike Plachte	Present	Alderman Mickey Starr	Present
Alderman Collin Carrigan	Absent		

OTHERS IN ATTENDANCE

Shawna Davis, City Administrator
Karen Findora, City Clerk
Cathy Thompson, Finance Director
Josh Thompson, Police Chief
Lindsey Kolisch, Lauber Municipal Law

Troy Woutzke, Electric
Darrin Lamb, Streets/Water
Kenny Snider, Wastewater

PUBLIC IN ATTENDANCE

Hannah Sparr, The Odessan
Steve & Sandy Lockhart
Dennis Hoff
Luke Herring
Vincent Barker
Janel Levy

Terrica Jones
Zachary & Kaleonahe Raines
Janel Levy
Michael Poggemeier
Terry Sickler

WELCOME OF VISITORS

Mayor Barner welcomed visitors and those viewing on YouTube.

AMEND AGENDA

Alderman Ehler moved to amend the agenda, removing the Code Enforcement discussion, and adding the easement agreement for a pump station with the Army Corps of Engineers, seconded by Alderman Starr.
Motion carried 5-0

Shawna Davis, City Administrator, stated that there was a deadline issue that came up. The Army Corps of Engineers requested that the easement be processed before their

fiscal year ends on 9-30-2025, which means it needs to be approved by this evening's meeting.

APPROVAL OF CONSENT AGENDA

Approval of minutes and consent agenda.

- September 8, 2025 – Regular Session

Aldерwoman Ehlert moved to approve the consent agenda along with the September 8, 2025, meeting minutes as submitted, as well as the two (2) 9th Street project change orders, seconded by Aldерwoman Polson.

Motion carried 5-Aye, 0-No.

Shawna Davis, City Administrator, stated that there is one change order for the 9th Street project where Kat Excavation is the contractor. There are technically five items, with two being deducts and three being additions. There have been some setbacks due to the lack of permitting. When the city pushed the bidding out before December 31st to secure the city's ARPA funds, it did so before obtaining permits from the city's engineers. This caused a delay in the start time, which resulted in some price increases from Kat Excavation due to tariffs. Additionally, DNR has said that the city needed to add extra insulation to the above-ground sewage pipe, which resulted in an addition. There were also two pump stations that were supposed to be removed, but ended up not being removed, leading to deducts. The total impact of the change order is \$38,000, including both the additions and the deducts.

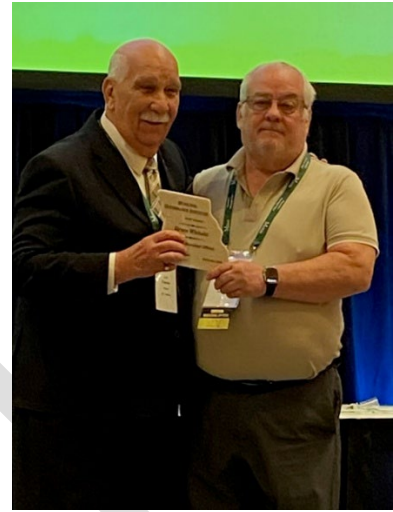
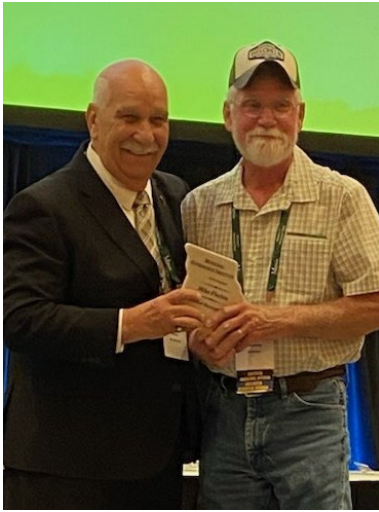
MAYOR REPORT

Mayor Barner attended the 2nd Saturday on Second Street and invited everyone to the October 2nd Saturday event scheduled for October 11th. Mayor Barner visited Hazel Carter to wish her a Happy 101st Birthday; sadly, Hazel passed away soon after. Our thoughts are extended to Hazel's family. Mayor Barner and Terrica Jones will attend a Mo Main Street meeting in Brookfield, MO.

ALDERMEN REPORTS

- Alderman Plachte attended the MML Annual Conf. and spoke on some of the workshops he attended. He also provided a Planning Commission report.
- Alderman Carrigan – No report.
- Aldерwoman Polson attended the MML Annual Conf.
- Aldерwoman Ehlert received a call about an easement.
- Aldерwoman Starr attended the MML Annual Conference.
- Alderman Whitsitt attended the MML Annual Conf.

Alderman Mike Plachte and Alderman Bruce Whatsitt received their MGI award thru MML. Alderman Plachte also earned the Advanced MGI award.
Congratulations to both Aldermen!



CITY ADMINISTRATOR REPORT

Shawna Davis, City Administrator, provided a brief update on city events.
(visit the [city website](#) to hear update.)

PUBLIC HEARING ~ Rezoning / 091825-01 “R-1 to “R-3” / 8th St. & Mason

Open: 7:03 p.m.

Close: 7:16 p.m.

Speakers Opposed – no one spoke in favor

Concerns: spot zoning, water runoff, single housing to multi-family, currently in the area is tall weeds, traffic, unsafe for children in the area, and highly intensive zoning.

Steve Lockhart – 106 N Wells Street

Dennis Huff – 78 W Mason

Janel Levy – 815 W Dryden

James Townsend – 2035 8th Street

Luke Herring - 805 W Dryden

Mike Poggemeier - 205 S 8th Street

Vincent Barker – 208 S 8th Street

Kaleonahe Raines – 111 S 8th Street

PUBLIC HEARING ~ Code Amendment Chapter 50, “Outdoor Wood Boiler”

Open: 7:16 p.m.

Close: 7:19 p.m.

Speakers In Favor – no one spoke opposed

Issues:

Steve Lockhart – 106 N Wells Street – has a wood boiler, would like to upgrade it to a more efficient boiler.

Dennis Huff – 708 West Mason

Sandy Lockhart – 106 N Wells Street – against the ban of outdoor wood boilers.
Mike Poggemerier – 205 S 8th Street – doesn't think that maintaining the boilers would be a problem.
Kaleonahe Raines - 111 S 8th Street – doesn't see a need to ban boilers.

PUBLIC COMMENTS

None

PROCLAMATIONS

Mayor Barner read two proclamations.
Constitution Week ~ September 17 – 23, 2025
Missouri Good Neighbor Week ~ September 28 – October 4, 2025

PRESENTATIONS

None

OLD BUSINESS

None

NEW BUSINESS

Bill No. 2025-21 Introduction and 1st Reading ~ “Rezone ~ 8th Mason”

Mayor Barner read the proposed Ordinance, Bill No. 2025-21, rezoning certain property located at 8th Street & Mason from “R-1” Single Family Dwelling District to “R-3” Multi-Family Dwelling District, and amending the official zoning map of the City of Odessa, first reading.

Motion was made by Alderman Plachte, to adopt Bill No. 2025-21 upon its first reading and proceed to the second reading. Motion seconded by Alderwoman Ehlert, and carried with the following vote.
Motion carried 5-Aye, 0-No.

Discussion: Alderwoman Ehlert stated that she is completely opposed to the rezoning. Alderman Plachte expressed that, because of the neighborhood's impact, concerns with spot zoning, public opinions, property value issues, sewer, water, and traffic, he is opposed. Alderwoman Polson stated that one of the questions we ask ourselves is, 'Is this good for Odessa? Is this good for Odessa's future?' Based on the situation with the number of houses and the number of residents opposed to it who live there, she, too, is opposed to the rezoning.

Bill No. 2025-21 Introduction and 2nd Reading ~ “Rezone ~ 8th Mason”

Mayor Barner read the proposed Ordinance, Bill No. 2025-21, rezoning certain property located at 8th Street & Mason from “R-1” Single Family Dwelling District to “R-3” Multi-Family Dwelling District, and amending the official zoning map of the City of Odessa, second reading only.

Motion was made by Alderwoman Ehlert, to adopt Bill No. 2025-21 upon its second reading. Motion seconded by Alderman Plachte, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Ehlert	yes
Alderman Whitsitt	yes	Alderwoman Polson	yes
Alderwoman Starr	yes	Alderman Carrigan	absent

Motion carried 5-Aye, 0-No, to read the second reading only.

Motion was made by Alderwoman Ehlert, to deny Bill No. 2025-21, seconded by Alderman Whitsitt, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Ehlert	yes
Alderman Whitsitt	yes	Alderwoman Polson	yes
Alderwoman Starr	yes	Alderman Carrigan	absent

Motion carried to **DENY** 5-Aye, 0-No.

Bill No. 2025-22 Introduction and 1st Reading ~ “Public Sewer Connections”

Mayor Barner read the proposed Ordinance, Bill No. 2025-22, amending Section 40-402 to require that when land is annexed into the City, all houses, buildings or properties for human occupancy, employment or other purposes be connected to the City’s public sewer system, first reading.

Motion was made by Alderman Plachte, to adopt Bill No. 2025-22 upon its first reading and proceed to the second reading. Motion seconded by Alderwoman Polson, and carried with the following vote.

Motion carried 5-Aye, 0-No.

Discussion: Alderman Whitsitt requested a definition of the term 'buildings.' Shawna Davis, the City Administrator, stated that if a bathroom with running water is intended for human use, it should be connected to the city sewer.

Staff will remove the comma after 'buildings' in Sec. 48-402(e).

Bill No. 2025-22 Introduction and 2nd Reading ~ “Public Sewer Connections”

Mayor Barner read the proposed Ordinance, Bill No. 2025-22, amending Section 40-402 to require that when land is annexed into the City, all houses, buildings or properties for human occupancy, employment or other purposes be connected to the City’s public sewer system, second reading.

Motion was made by Alderwoman Ehlert, to adopt Bill No. 2025-22 upon its second reading and approve the bill as an ordinance. Motion seconded by Alderman Starr, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Ehlert	yes
Alderman Whitsitt	yes	Alderwoman Polson	yes
Alderwoman Starr	yes	Alderman Carrigan	absent

Motion carried 5-Aye, 0-No.

Bill No. 2025-22 became **Ordinance No. 3161**

Resolution No. 2025-25 ~ “2025-2030 Strategic Plan Report”

Mayor Barner read the proposed Resolution No. 2025-25 of the City of Odessa, Missouri, adopting the 2025-2030 Strategic Plan and its implementation plan.

Discussion: Alderwoman Ehlert questioned when the annual report should be published. Ms. Davis suggested a January Annual Report. The board can change anything in the strategic plan at any time.

Motion was made by Alderman Plachte, to approve Resolution No. 2025-25 Strategic Plan Report, seconded by Alderwoman Ehlert.

Motion carried 5-Aye, 0-No

Memorandum of Understanding (MOU) ~ MOICAC “Mo Internet Crimes Against Children Task Force”

Motion was made by Alderwoman Ehlert to approve the MOU for MOICAC, seconded by Alderman Plachte.

Motion carried 5-Aye, 0-No

Josh Thompson, Chief of Police, stated that Odessa would be the second law enforcement agency to join this task force behind the Lafayette County Sheriff's Department.

Motion & Second ~ “Assist with Mutual Aid Assistance at the 2026 FIFA Men’s World Cup”

Motion was made by Alderwoman Polson to allow the Odessa Chief of Police to submit a letter of preliminary commitment to assist with mutual aid assistance supporting public safety operations for the 2026 FIFA Men’s World Cup, seconded by Alderwoman Ehlert.

Motion carried 5-Aye, 0-No

Discussion: Alderman Whitsitt asked about our financial exposure. He expressed concern that the city might be responsible for the costs. Chief Thompson explained that the federal government has already allocated those funds. He confirmed that the funds are available and approved. Alderman Whitsitt inquired if the funds are in hand and secured. Chief Thompson confirmed they are, but how the funds are spent depends on Kansas City PD’s security needs. They are currently assessing this and need to know if there is a preliminary commitment. It’s not a signed MOU, so it doesn’t obligate the city at this point. However, it allows the Kansas City Police Department to determine how many interested parties would be willing to assist if necessary. Chief Thompson added that he would have

more information after the start of the year. Alderwoman Ehlert stated that mutual aid in the past has benefited us twofold.

Resolution No. 2025-26 ~ “Donation of an Easement to the US Army Corps of Engineers”

Mayor Barner read the proposed Resolution No. 2025-26 approving the donation of an easement over certain city property to the US Army Corps of Engineers for the Missouri River Bank Stabilization and Navigation Fish and Wildlife Mitigation Project.

Discussion: Alderman Whitsitt questioned some of the wording in the ordinance. Ms. Davis stated that the Army Corps of Engineers has been eager to complete this by the September 30 deadline. They sent the documents to the city, and Ms. Davis contacted Jeff Deane at Lauber today after speaking with the Army Corps of Engineers. Mr. Deane requested additional revisions. Staff is requesting the mayor’s approval to sign the agreement once it is ready, including the necessary revisions. Alderwoman Polson asked what would happen if they do not meet the deadline. Ms. Davis explained that September 30 marks the end of their budget year.

Motion was made by Alderman Ehlert, to approve Resolution No. 2025-25 approving the donation of an easement over certain city property to the US Army Corps of Engineers for the Missouri River Bank Stabilization and Navigation Fish and Wildlife Mitigation Project, second by Alderman Plachte.
Motion carried 5-Aye, 0-No.

DISCUSSION ~ Code Enforcement

This item will be moved to the Monday, October 13, 2025 Board of Aldermen meeting.

Next Regular Scheduled Meeting:

Monday, October 13, 2025, at **6:00 p.m.** Regular Session.

Alderman ~ Request for New Items:

Global Payment Direct ~ Credit Card:

Alderwoman Ehlert requested a discussion regarding the fees for the global payment direct credit card fees. Currently, the city budgets \$14,205 per month, but the average is \$25,000. The discussion is scheduled for October.

Action: Alderman Whitsitt made a motion to have a discussion on the Global Payment Direct Credit Card fees, seconded by Alderman Plachte. Motion carried 5-0.

Adjourn

There being no further business to come before the Board of Aldermen, a motion was made by Alderwoman Ehlert, seconded by Alderwoman Starr, to adjourn the meeting at 8:00 p.m. Motion carried 5-Aye, 0-No.

Approved:

CITY OF ODESSA

Bryan D. Barner, Mayor

ATTEST

Karen Findora, City Clerk

DRAFT



Odessa Police Department

310 S First Street • Odessa, MO 64076
Phone: 816-633-7575 • Fax: 816-633-7221 • odessapd@cityofodessamo.com

October 6, 2025

Shawna,

Officers worked over **929 incidents** in September. Here are just a few statistics:

- * 110 traffic stops
- * 248 business, residence checks
- * 52 mental health calls, check the well-being calls, or similar calls
- * 24 various disturbances
- * 44 assist other agency calls
- * 48 follow-up investigations on previously reported incidents

Codes Enforcement is currently working **44 active** enforcement cases. Codes Enforcement has **closed 118** cases since the start of 2025. Codes Enforcement has taken **6 new** enforcement cases for September 2025.

We've officially started our public information campaign for the **Public Safety Sales Tax**. Our campaign works to inform citizens about the critical need for a new police facility and the specific details of the April 2026 Public Safety Sales Tax ballot question. We are focusing on a clear, community-driven message: the proposal - A fiscally responsible 3/8-cent solution with a sunset clause and citizen oversight. Outreach includes short, focused social media videos highlighting the department's services and the severe operational deficiencies of the current building. We are responding to misinformation online, emphasizing that the new approach drastically reduces costs. We are hosting public engagement events to answer questions about financing, location, and accountability. This campaign ensures that voters are well-informed on why the new facility is a critical component of the city's strategic plan for long-term public safety.

Our **National Night Out event is being held on October 7, 2025!** National Night Out takes place annually as a fun way to increase neighborhood spirit and improve police-community partnerships. The goal is to enhance the relationship between residents and law enforcement while bringing back a true sense of community, making our neighborhoods safer and more caring places to live. Come join us on the field behind the Odessa Police Department building for an evening full of family fun. We plan to have emergency vehicles, food vendors, free music, and other great activities. We hope to see you there!

Congratulations to **School Resource Officer Andrew Lockhart on his recent graduation from DARE** Instructor school! SRO Lockhart attended the DARE school from September 8-19, 2025, in Jefferson City, MO. The DARE program was founded in 1983 by the Los Angeles Police Department. Today there are more than 15,000 DARE officers teaching the program around the United States. The DARE training course will allow Officer Lockhart to teach both elementary and middle school evidence-based curriculum to students. Officer Lockhart was awarded a distinguished instructor award while attending this course. I am very proud of Officer Lockhart and his excitement to protect our schools and community!

From September 15-18, 2025, **Officer Alexis Parrott attended the 2025 Missouri First Responders Health and Wellness Conference.** First responders face significant physical and mental health challenges stemming from the high-stress nature of our profession. This event emphasizes the health and wellness of our first responders, offering a unique opportunity to learn from experts in the field about resources and effective practices for creating comprehensive health and wellness strategies. The conference was provided free through the Missouri Department of Public Safety.

School Resource Officer Samantha Bell and K-9 Radar are attending a five-day CIRT development seminar and certification course in Oklahoma City, Ok. This course will certify both Officer Bell and K-9 Radar nationally through AERIE CIRT K-9. Officer Bell and Radar will be put through challenging scenarios and training. Certification is important in public safety to ensure that both the handler and K-9 can operate in high-stress, sensitive environments. This certification will distinguish these special working dogs from other therapy animals.

I have started meeting regularly with other **local Lafayette County Police Chiefs** to discussing ways to share resources, provide interdepartmental training, assist each jurisdiction with complex investigations and to discuss current staffing and policing trends. At our next meeting we will discuss 911 services and dispatching operations.

Respectfully,

Josh Thompson
Chief of Police & Emergency Management Director

LIVE MUSIC
BOUNCE HOUSE
2025 NATIONAL NIGHT Out
KIDS ACTIVITIES
FREE



TUESDAY, OCTOBER 7
5:30 - 8:30 pm
Field at First & Dryden

City of ODESSA Police Department

- Emergency Vehicle Displays
- Kissing Booth with K9 Radar
- McGruff the Crime Dog
- Food Trucks
- Tour the Police Department



**IN THE CIRCUIT COURT OF LAFAYETTE COUNTY, MISSOURI
CITY OF ODESSA MUNICIPAL DIVISION**

The Municipal Division of the Circuit Court of Lafayette County for the City of Odessa was held in regular session on September 9, 2025, at 9:30 am. Court is held in the Community Building Courtroom at 601 W Main St, Odessa.

**Municipal Presiding Judge: Carl Scarborough
City Prosecuting Attorney: Jeffrey W. Deane
Municipal Court Clerk: Jennifer LeBlanc**

In compliance with COR 4.29, please find attached the monthly Municipal Division Summary Reporting Form.

The next scheduled court date is October 14, 2025, at the Odessa Community Building.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: City of Odessa	Reporting Period: Sep 1, 2025 - Sep 30, 2025	
Mailing Address: 601 W MAIN STREET, ODESSA, MO 64076				
Physical Address: 601 W MAIN STREET, ODESSA, MO 64076			County: Lafayette County	Circuit: 15
Telephone Number:		Fax Number:		
Prepared by: Jennifer LeBlanc		E-mail Address:		
Municipal Judge: SCARBOROUGH				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		18	323	108
B. Cases (citations/informations) filed		1	16	18
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		1	21	7
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	10	0
6. dismissed by court		0	1	2
7. <i>nolle prosequi</i>		0	0	3
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	32	12
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		18	307	114
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>				
1. # Issued during reporting period		19	<u>IV. PARKING TICKETS</u>	
2. # Served/withdrawn during reporting period		8	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		344		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: City of Odessa	Reporting Period: Sep 1, 2025 - Sep 30, 2025
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,129.53	Court Automation	\$264.85
Clerk Fee - Excess Revenue	\$273.60	Court Automation-Time Payment	\$22.04
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$8.43	Due To Debt Collection	\$349.62
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Law Enf Arrest-Local	\$39.30
		Overpayment-E/R	\$0.38
Total Excess Revenue	\$2,411.56	State's % of Time Pay Fee	\$19.28
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Time Payment Fee	\$27.55
		Total Other Disbursements	\$723.02
Fines - Other	\$1,514.49	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$5,364.69
Clerk Fee - Other	\$180.44	Bond Refunds	\$366.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00	Total Disbursements	\$5,730.69
Peace Officer Standards and Training (POST) Commission surcharge	\$37.84		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$269.78		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.56		
Law Enforcement Training (LET) Fund surcharge	\$74.00		
Domestic Violence Shelter surcharge	\$74.00		
Inmate Prisoner Detainee Security Fund surcharge	\$74.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$2,230.11		

Contractor’s Application and Certification For Payment No.: SOV

Pay App #3

Project: Waterline and Wasterwater Collection Syhstem Improvement	Application Period: work ending 9/18/2025	Application Date: 9/18/2025
To (Contractor): City of Odessa	From (Subcontractor): KAT EXCAVATION, INC.	Via (Architect): Allstate Consultants LLC
Contractor Project No.: 2514	Contractor's Project No.: 2514	Architect Project No.: 24230.01

Engineer JPK
9-26-25

Application for Payment #1

Change Order Summary

Approved Change Orders (CO's):			1. ORIGINAL CONTRACT PRICE	\$ 1,574,969.86
Number	Additions	Deductions	2. Net change by Change Orders	\$0.00
			3. CURRENT CONTRACT PRICE (Line 1 ± 2)	\$ 1,574,969.86
			4. TOTAL VALUE OF WORK & MATERIALS	\$ 887,014.30
			5. RETAINAGE:	
			Total Retainage = 5.0% x Line 4	\$ 44,350.72
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5)	\$ 842,663.59
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 653,567.70
TOTALS	\$0.00	\$0.00	8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)	\$ 189,095.89
Net Change CO's	\$0.00		9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 4 + Line 5)	\$ 732,306.28

SUBCONTRACTOR'S CERTIFICATION AND AFFIDAVIT

I The undersigned Subcontractor certifies that (1) all in-progress and completed Work has been inspected by the undersigned and has been performed and furnished in full accordance with the requirements of the Contract Documents, including any authorized changes made by Change Order or Change Authorization; and (2) on personal knowledge all of the Work, information and amounts stated in this Application for Payment represent true and correct statements of the status of the Work under the Contract up to and including the last day of the period covered by this application.

II The undersigned Subcontractor further certifies that (1) no part of the "Payment Requested in this Application" has been received by the Subcontractor; (2) all previous progress payments received from the Contractor on account of Work completed under the Contract have been applied by the Subcontractor to discharge in full all obligations of the Subcontractor incurred in connection with Work completed and stored covered by previous Applications for Payment, and (3) title to all materials and equipment incorporated in the Work or otherwise listed in or covered by this Application for Payment as not incorporated in the Work but delivered and suitable stored at the site (or at another location agreed to in writing) will pass to the Contractor at time of payment free and clear of all liens, charges, claims, security interests and encumbrances (except such as covered by Bond acceptable to the Contractor).

By: KAT EXCAVATION INC
(The Subcontractor)

Dated: 9/19/2025

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF Jackson)

Before me on this 19-Sep-25

appeared Steve Bailey, known to me, who
being duly sworn, deposes and says that he is the President of the referenced Subcontractor; that he executed this Application for Payment and statement of account on behalf of the referenced Subcontractor; and that all of the statement contained in this Application for Payment are true, complete, current and accurate as of the date above.

Shelly Long X
Shelly Long
Office Administrator

My commission expires: May 28th 2029

ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Contractor that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, and the Subcontractor is entitled to the CURRENT PAYMENT DUE.

Current Payment Due: \$163,951.57 ^{\$189,095.89 JPK}
^{9/26/25}

is recommended by: _____ ^{9/26/25}
(Architect) (Engineer) JPK (Date)
^{9/26/25}

CONTRACTOR'S APPROVAL OF APPLICATION FOR PAYMENT

is approved by: KAT Excavation Inc 09/19/2025
(Contractor) (Date)

SCHEDULE OF VALUES BREAKDOWN WATERLINE AND WASTEWATER COLLECTION SYSTEM IMPROVEMENTS CITY OF ODESSA ARCHITECT PROJECT NO.: 24230.01 CONTRACTOR PROJECT NO.: 2514												
SUBCONTRACTOR'S NAME AND ADDRESS: KAT Excavation, Inc. 309 North Oak Street Bates City, MO 64011								PAY ESTIMATE NO.: 3 Period Ending: % Complete:		SOV 56%		
(A)			(B)		(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
Item No.	Qty.	Unit	Description	CURRENT CONTRACT		TOTAL THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE		
				Unit Price	Total Cost	Unit Complete	Total Cost	Unit Complete	Total Cost	Total Completed	Unit Complete	Total Remaining
1			STARTUP MOBILIZATION, DEMOBILIZATION, MISC.									
1.01	1	LS	BONDING AND INSURANCE	\$ 41,861.60	\$ 41,861.60	1.00	\$ 41,861.60			\$ 41,861.60	1.00	\$ -
1.02	1	LS	MOBILIZATION/ DEMOBILIZATION	\$ 30,030.00	\$ 30,030.00	0.50	\$ 15,015.00			\$ 15,015.00	0.50	\$ 15,015.00
1.03	1	LS	TRAFFICE CONTROL AND SIGNAGE	\$ 5,500.00	\$ 5,500.00	0.50	\$ 2,750.00			\$ 2,750.00	0.50	\$ 2,750.00
2			B. WASTEWATER COLLECTION SYSTEM IMPROVEMENTS									
2			LIFT STATION REDIRECTION									
2.01	650	LF	8" SDR- 35 PVC PIPE- GRAVITY SEWER W/ GRANULAR EMBEDMENT AND FULL DEPTH GRANULAR BACKFIL FOR REOADWAYS, OPEN CUT	\$ 147.00	\$ 95,550.00		\$ -	650.00	\$ 95,550.00	\$ 95,550.00	650.00	\$ -
2.02	300	LF	8" SDR-35 PVC PIPE- GRAVITY SEWER W/ GRANULAR EMBEDMENT AND SOIL BACKFILL, OPEN CUT	\$ 67.00	\$ 20,100.00		\$ -	300.00	\$ 20,100.00	\$ 20,100.00	300.00	\$ -
2.03	4	EA	4' DIAMETER STANDADRD MANHOLE	\$ 6,350.00	\$ 25,400.00		\$ -	4.00	\$ 25,400.00	\$ 25,400.00	4.00	\$ -
2.04	150	LF	8" D.I.P GRAVITY SEWER W/ GRANULAR EMBEDMENT AND FULL DEPTH GRNAULAR BACKFILL FOR ROADWAYS, OPEN CUT	\$ 187.00	\$ 28,050.00		\$ -	150.00	\$ 28,050.00	\$ 28,050.00	150.00	\$ -
2.05	130	LF	8" D.I.P - GRAVITY SEWER ON CONCRETE PIPE SUPPORTS, AERIAL CROSSING	\$ 206.00	\$ 26,780.00		\$ -	130.00	\$ 26,780.00	\$ 26,780.00	130.00	\$ -
2.06	15	EA	PIPE SUPPORTS FOR AERIAL CROSSING: INCLUDES REINFORCED CONCRETE SUPPORT, STAINLESS STEEL STRAPS, AND ANCHORS	\$ 2,850.00	\$ 42,750.00		\$ -	7.00	\$ 19,950.00	\$ 19,950.00	7.00	\$ 22,800.00
2.07	2	EA	GRAVITY SEWER TIE-IN TO EXISTING MANHOLE	\$ 2,280.00	\$ 4,560.00		\$ -	1.00	\$ 2,280.00	\$ 2,280.00	1.00	\$ 2,280.00
2.08	10	EA	8"X4" WYE	\$ 130.00	\$ 1,300.00		\$ -	9.00	\$ 1,170.00	\$ 1,170.00	9.00	\$ 130.00
2.09	400	LF	4" SCH. 40 PVC SERVICE LINE	\$ 77.00	\$ 30,800.00		\$ -			\$ -	0.00	\$ 30,800.00
2.1	10	EA	EXISTING SERVICE LINE TIE-IN	\$ 170.00	\$ 1,700.00		\$ -			\$ -	0.00	\$ 1,700.00
2.11	1	LS	CENTENIAL HILLS LIFT STATION: INCLUDES (2) pumps, control pannel, electrical upgrades, conduit, wiring, floats, guiderails, pipe, appurenances, and	\$ 100,440.00	\$ 100,440.00		\$ -			\$ -	0.00	\$ 100,440.00
			existing pumps and other existing items as req'd									
2.12	1	LS	CLAYTON PARK LIFE STATION: INCLUDES (2) pumpms, contral panel, electrical upgrades, conduit, wiring, floats, guiderais, pipe, appurtenances, and	\$ 106,140.00	\$ 106,140.00		\$ -			\$ -	0.00	\$ 106,140.00
			removals of (2)									
			existing pumps and other existing items as req'd									
2.13	620	LF	4" SDR-21 PVC PIPE- FORCE MAIN W/ TRACER WIRE AND SOIL BACKFILL, OPEN CUT	\$ 45.00	\$ 27,900.00	620.00	\$ 27,900.00			\$ 27,900.00	620.00	\$ -
2.14	120	LF	10" BORED STEEL ENCASEMENT: INCLUDES BORING, EXCAVATION, BACKFILL, AND END SEALS	\$ 211.00	\$ 25,320.00	120.00	\$ 25,320.00			\$ 25,320.00	120.00	\$ -
2.15	180	LF	4" SDR-21 RESTRAINED JOINT OVC PIPE FOR ROAD BORES W/ SKIDS AMD TRACER WIRES	\$ 86.00	\$ 15,480.00	180.00	\$ 15,480.00			\$ 15,480.00	180.00	\$ -
2.16	12	EA	4" FOREMAIN FITTING: 90°, 45°, 22-1/2°, 11-1/4°, 4 X REDUCER W/ RESTRAINED MJ GLANDS	\$ 520.00	\$ 6,240.00	12.00	\$ 6,240.00			\$ 6,240.00	12.00	\$ -
2.17	1	LS	FORECEMAIN TIE-IN TO EXISTING MANHOLE MH-1	\$ 5,920.00	\$ 5,920.00	1.00	\$ 5,920.00			\$ 5,920.00	1.00	\$ -
2.18	4	EA	TIE-IN TO EXISTING FORECEMAINS	\$ 4,700.00	\$ 18,800.00	3.00	\$ 14,100.00			\$ 14,100.00	3.00	\$ 4,700.00
2.19	1	LS	KIRKPATRICK LIFT STATION: INCLUDES REMOVALS DISPOSALS, DEMOLITION, WET WELL FILL, CAP?BLOCK OF EXISTING FORECEMAIN AND	\$ 16,067.70	\$ 16,067.70	1.00	\$ 16,067.70			\$ 16,067.70	1.00	\$ -
			SEE JOB SPECIAL PROVISIONS									
2.2	1	LS	MCDOWELL LIFT STATION: INCLUDES REMOVALS DISPOSALS, DEMOLITION, WET WELL FILL, CAP?BLOCK OF EXISTING FORECEMAIN AND/O	\$ 15,578.11	\$ 15,578.11		\$ -			\$ -	0.00	\$ 15,578.11
			SEE JOB SPECIAL PROVISIONS									
2.21	1	LS	UNCLASSIFIED EXCAVATION, REMOVALS AND DISSPOSALS- GRAVITY SEWER, FORECMAINS, AND MISCELLANEOUS ITEMS	\$ 8,500.00	\$ 8,500.00	1.00	\$ 8,500.00			\$ 8,500.00	1.00	\$ -
2.23	260	SY	STREET REPAIR: 4" THICK ASPHALT CONCRETE (BP-1) W/ 6" OF COMPACTED BASE ROCK	\$ 40.00	\$ 10,400.00	260.00	\$ 10,400.00			\$ 10,400.00	260.00	\$ -
2.24	25	SY	CONCRETE DRIVEWAY REPAIR: 6" THICK CONCRETE W/ 6" OF COMPACTED BASE ROCK	\$ 121.00	\$ 3,025.00		\$ -			\$ -	0.00	\$ 3,025.00
2.25	25	SY	ASHPHALT DRIVEWAY REPAIR: 2" THICK ASPHALT CONCRETE (BP-1) W/ 6" OF COMPACTED BASE ROCK	\$ 40.00	\$ 1,000.00		\$ -			\$ -	0.00	\$ 1,000.00
2.26	1	LS	FINAL GRADING, SEEDING, FERTILIZER, AND MULCH	\$ 14,500.00	\$ 14,500.00		\$ -			\$ -	0.00	\$ 14,500.00
3			GRAVITY SEWER TIE-IN TO EXISTING MANHOLE									
3.01	200	LF	8" SDR-21 RESTRAINED JOINT PVC PIPE- GRAVITY SEWER W/ GRANULAR EMBEDMENT AND FULL DEPTH GRANULAR BACKFILL FOR ROADW	\$ 150.00	\$ 30,000.00		\$ -			\$ -	0.00	\$ 30,000.00
3.02	130	LF	8" D.I.P- GRAVITY SEWER W/ GRANULAR EMBEDMENT AND FULL DEPTH GRANULAR BACKFILL FOR ROADWAYS, OPEN CUT	\$ 185.00	\$ 24,050.00	30.00	\$ 5,550.00			\$ 5,550.00	30.00	\$ 18,500.00
3.03	1	EA	4' DIAMETER STANDARD MANHOLE	\$ 7,888.00	\$ 7,888.00	0.50	\$ 3,944.00			\$ 3,944.00	0.50	\$ 3,944.00
3.04	2	EA	GRAVITY SEWER TIE-IN TO EXISTING MANHOLE	\$ 3,040.00	\$ 6,080.00		\$ -			\$ -	0.00	\$ 6,080.00
3.05	1	LS	ABANDON EXISTING SEWER MAIN UDER RAILROAD: INCLUDES FILLING PIPE WITH CONCRETE, CAP EXISTING 8-INCH SEWER LINE	\$ 12,574.75	\$ 12,574.45		\$ -			\$ -	0.00	\$ 12,574.45
3.06	100	SY	STREET REPAIR: 4" THICK ASPHALT CONCRETE (BP-1) W/ 6" OF COMPACTED BASE ROCK	\$ 40.00	\$ 4,000.00		\$ -			\$ -	0.00	\$ 4,000.00
3.07	25	SY	CONCRETE DRIVEWAY REPAIR: 6" THICK CONCRETE W/ 6" OF COMPACTED BASE ROCK	\$ 121.00	\$ 3,025.00		\$ -			\$ -	0.00	\$ 3,025.00
3.08	1	LS	FINAL GRADING, SEEDING, FERTILIZER, AND MULCH	\$ 1,800.00	\$ 1,800.00		\$ -			\$ -	0.00	\$ 1,800.00
4			WATER TOWER TO HUNTERS VIEW ON 9TH ST									
4.01	5200	LF	12 SDR"-21 PVC PIPE W/ TRACER WIRE AND SOIL BACKFILL	\$ 62.50	\$ 325,000.00		\$ -	4,768.00	\$ 106,250.00	\$ 298,000.00	4768.00	\$ 27,000.00
4.02	160	LF	12" SDR- 21 PVC PIPE W/ TRACER WIRE AND GRANULAR BACKFILL	\$ 75.00	\$ 12,000.00		\$ -	160.00	\$ 12,000.00	\$ 12,000.00	160.00	\$ -
4.03	320	LF	12" SDR-21 RESTRAINED JOINT PVC W/ TRACER WIRE, BORED FOR CREEK CROSSING	\$ 355.00	\$ 113,600.00			280.00	\$ 99,400.00	\$ 99,400.00	280.00	\$ 14,200.00
4.04	140	LF	12" D.I.P W/ TRACER FOR RAILROAD CROSSING (VALVE TO VALVE UTILIZE EXISTING 24" CASING: INCLUDES EXCAVATION, BACKFILL, CASING	\$ 158.00	\$ 22,120.00		\$ -			\$ -	0.00	\$ 22,120.00
4.05	9	EA	12" MJ GATE VALVE	\$ 4,200.00	\$ 37,800.00		\$ -	6.00	\$ 8,400.00	\$ 25,200.00	6.00	\$ 12,600.00
406	11	EA	12"X12"X12" TEE W/ RESTRAINED MJ GLANDS	\$ 1,800.00	\$ 19,800.00		\$ -	6.00	\$ 3,600.00	\$ 10,800.00	6.00	\$ 9,000.00
4.07	10	EA	12" WATER MAIN FITTINGS: 90 DEGREES, 45 DEGREES, 22-1/2 DEGREES, 11-1/4 DEGREES, 12" X REDUCERS W/ RESTRAINED MJ GLANDS	\$ 1,700.00	\$ 17,000.00		\$ -	3.00	\$ 5,100.00	\$ 5,100.00	3.00	\$ 11,900.00

Item No.	Qty.	Unit	Description	CURRENT CONTRACT		TOTAL THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE		
				Unit Price	Total Cost	Unit Complete	Total Cost	Unit Complete	Total Cost	Total Completed	Unit Complete	Total Remaining
4.08	2	EA	FIRE HYDRANT SET: INCLUDES HYDRANT, GATE VALVE, ANCHOR COUPLING, VALVE BOX, PIPE AND TEE	\$ 7,000.00	\$ 7,000.00	-	\$ -	1.00	\$ 7,000.00	\$ 7,000.00	1.00	\$ -
4.09	1	EA	12" SYSTEM CONNECTION: INCLUDES TAPPING SLEEVE, TAPPING VALVE, CAP AND BLOCK, TRANSITION FITTINGS, TRACER WIRE	\$ 10,700.00	\$ 10,700.00		\$ -	1.00	\$ 10,700.00	\$ 10,700.00	1.00	\$ -
4.1	4	EA	8" SYSTEM CONNECTION: INCLUDES TAPPING SLEEVE, TAPPING VALVE, CAP AND BLOCK, TRANSITION FITTINGS, TRACER WIRE	\$ 6,000.00	\$ 24,000.00		\$ -			\$ -	0.00	\$ 24,000.00
4.11	6	EA	6" SYSTEM CONNECTION: INCLUDES TAPPING SLEEVE, TAPPING VALVE, CAP AND BLOCK, TRANSITION FITTINGS, TRACER WIRE	\$ 4,950.00	\$ 29,700.00		\$ -			\$ -	0.00	\$ 29,700.00
4.12	350	LF	3/4" PE SERVICE LINE W/ TRACER WIRE	\$ 6.00	\$ 2,100.00		\$ -			\$ -	0.00	\$ 2,100.00
4.13	11	EA	3/4" SERVICE CONNECTION: SERVICE SADDLE AND CORPORATION VALVE	\$ 795.00	\$ 8,745.00		\$ -			\$ -	0.00	\$ 8,745.00
4.14	10	EA	SERIVE LINE CONNECTION TO EXISTING METER AND METER SETTER	\$ 440.00	\$ 4,400.00		\$ -			\$ -	0.00	\$ 4,400.00
4.15	1	EA	SERVICE METER SET: NEW COPPER SETTER AND YOKE, REUSE SERVICE METER, RING, LID, AND PIT	\$ 1,120.00	\$ 1,120.00		\$ -			\$ -	0.00	\$ 1,120.00
4.16	1	EA	REMAVAL AND DISPOSAL OF EXISTING FIRE HYDRANT	\$ 500.00	\$ 500.00		\$ -			\$ -	0.00	\$ 500.00
4.17	100	SY	STREET REPAIR: 4" THICK ASPHALT CONCRETE (BP-1) W/ 6" OF COMPACTED BASE ROCK	\$ 84.00	\$ 8,400.00		\$ -			\$ -	0.00	\$ 8,400.00
4.18	50	SY	CONCRETE DRIVEWAY REPAIR: 6" THICK CONCRETE W/ 6" OF COMPACTED BASE ROCK	\$ 100.00	\$ 5,000.00		\$ -			\$ -	0.00	\$ 5,000.00
4.19	75	SY	GRAVEL DRIVEWAY REPAIR: 3" OF 3/4" SURFACING ROCK AND 3" OF BASE ROCK	\$ 9.00	\$ 675.00		\$ -	54.00	\$ 243.00	\$ 486.00	54.00	\$ 189.00
4.2	1	LS	FENCE REPAIR	\$ 2,000.00	\$ 2,000.00		\$ -			\$ -	0.00	\$ 2,000.00
4.21	1	LS	FINAL GRADING, SEEDING, FERTILIZER, AND MULCH	\$ 34,400.00	\$ 34,400.00		\$ -			\$ -	0.00	\$ 34,400.00
			E. ALTERNATE EVALUATIONS									
5			WATERLINE IMPROVEMENTS- RAILROAD CROSSING									
5.01	100	LF	18" BORED STEEL ENCASEMENT: INCLUDES BORE AND JACK, EXCAVATION, BACKFILL, AND CATHODIC PROTECTION	\$ 658.00	\$ 65,800.00		\$ -			\$ -	0.00	\$ 65,800.00
5.02	1	LS	ABANDON EXISTING WATERLINE UNDER RAILROAD: INCLUDES REMOVING CARRIER PIPE, GROUTE ENCASEMENT, CAP ENDS	\$ 4,000.00	\$ 4,000.00		\$ -			\$ -	0.00	\$ 4,000.00
			CHANGES									
					\$ -		\$ -			\$ -	0.00	\$ -
					\$ -		\$ -			\$ -	0.00	\$ -
					\$ -		\$ -			\$ -	0.00	\$ -
					\$ -		\$ -			\$ -	0.00	\$ -
					\$ -		\$ -			\$ -	0.00	\$ -
TOTAL VALUE OF WORK PERFORMED					\$ 1,574,969.86		\$ 199,048.30		\$ 471,973.00	\$ 887,014.30	56%	\$ 687,955.56
LESS 5.00% RETAINAGE												\$ 44,350.72
SUBTOTAL												\$ 842,663.59
LESS PREVIOUS PAYMENTS												\$ 653,567.70
TOTAL AMOUNT DUE TO SUBCONTRACTOR												\$ 189,095.89

Office of Mayor Bryan D. Barner
City of Odessa, Missouri

Proclamation

WHEREAS, there are over 1.2 million Rotary Club members comprised of professional and business leaders in over 35,000 clubs in 200 countries and geographic areas, including more than 30 Rotary clubs in the Kansas City region; and

WHEREAS, the Rotary motto "Service Above Self" inspires members to provide humanitarian service, encourage high ethical standards and promote goodwill and peace in the world; and

WHEREAS, Rotary in 1985, launched "PolioPlus" and helped to establish the Global Polio Eradication Initiative, which today includes the World Health Organization, U.S. Centers for Disease Control and Prevention, UNICEF and Bill & Melinda Gates Foundation to immunize the children of the world against polio; and

WHEREAS, polio cases have dropped by 99.9 percent since 1988 and the world stands on the threshold of eradicating the disease; and

WHEREAS, to date, Rotary has contributed more than \$2.6 billion and countless volunteer hours to the protection of more than 3 billion children in 122 countries; and

WHEREAS, Rotary is working to raise an additional \$50 million per year, which would be further leveraged for maximum impact by an additional \$100 million annually from the Bill & Melinda Gates Foundation; and

WHEREAS, in the spirit of many other governments, caring organizations, and entities around the world, this city should use community awareness means and media, such as outdoor illuminations deploying on October 24, 2025, to highlight the progress toward and importance of eradicating polio.

NOW, THEREFORE, I, Bryan D. Barner by virtue of the authority vested in me as Mayor of the City of Odessa, Missouri, do hereby proclaim Friday, October 24, 2025, as

"WORLD POLIO DAY"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Odessa, Missouri, to be affixed this 13th day of October of the year of our Lord two thousand and twenty-five.

Signed _____
Mayor Bryan D. Barner

ATTEST:

Karen Findora, City Clerk



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Adoption of Updated Purchasing Policy

ACTION REQUESTED: Introduction and readings of Bill No. 2025-23 adopting a purchasing policy for the City of Odessa, Missouri, setting forth guidelines and competitive bidding procedures for the procurement of goods and services, and repealing all prior purchasing policies.

BACKGROUND:

The City's current Purchasing Policy was last approved in 2011 and no longer reflects current economic conditions or best practices. Since that time, the cost of goods and services has significantly increased, making the existing purchasing thresholds impractical. Additionally, several procedural updates are needed to align the policy with current operational needs and modern procurement standards.

Staff and the Finance Committee have conducted a thorough review of the City's Purchasing Policy to ensure that proposed updates provide an appropriate balance between fiscal accountability and operational efficiency. The revised policy modernizes purchasing thresholds, clarifies procedures for quotes and bids, and outlines updated approval levels consistent with the City's organizational structure.

FINANCIAL CONSIDERATIONS:

None directly. The revised policy is expected to improve efficiency and accuracy in the City's purchasing process while maintaining strong financial controls.

ATTACHMENTS: 2025 Purchasing Policy; 2011 Purchasing Policy; Bill No. 2025-23

PREPARED BY: _____
Shawna Davis, City Administrator

DATED: October 13, 2025

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI REPEALING ORDINANCE NUMBER 2754 (BILL NUMBER 2009-22) AND AMENDING CHAPTER ONE OF THE GENERAL CODE OF THE CITY OF ODESSA.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI AS FOLLOWS:

Section 1. That City of Odessa, Missouri, Ordinance Number 2754 (Bill Number 2009-22) be hereby repealed in its entirety and replaced with this ordinance.

Section 2. That Sections 1.700 through 1.703, City Operation Policies of the Code of Ordinances of the City of Odessa, Missouri be, and hereby is, adopted to read as follows:

Table of Contents: City and Parks Operation Policies

SECTION 1.700: PURCHASING POLICY

Purchasing, in your capacity, is a privilege, not a right. Acknowledging this, it is important to note that every City or Parks associate, appointed or elected, is charged with the responsibility to utilize the resources of the City or Parks in a way that serves the best interests of the collective community.

All purchases must be made according to the following procedure (Parks Department procedures will be exactly the same unless otherwise noted):

1. All purchases shall be solicited in the most expedient manner with due regard for competitive prices and quality and in accordance with purchasing approval limits and bidding guidelines.

<u>City Policy</u>	<u>Parks Department Policy</u>
2. All purchases, not made by credit card or credit account, require a purchase order <i>prior to placing the order for materials, supplies, or equipment</i> , unless approved by the City Administrator for good reason or the Mayor in times of emergency.	2. All purchases, not made by credit card or credit account, require a purchase order <i>prior to placing the order for materials, supplies, or equipment</i> , unless approved by the Park Director for good reason or the Park Board President in times of emergency.

3. The requesting individual will complete a requisition form for approval at the appropriate level:

<u>City Policy</u>	<u>Parks Department Policy</u>
<ul style="list-style-type: none"> • Department supervisors may approve purchases up to \$5,000.00 by their authority. Purchases at this level require three (3) documented¹ bids except 	<ul style="list-style-type: none"> • Department supervisors may, with the approval of the Park Director, approve purchases up to \$5,000.00 by their authority. Purchases at this level require

where items are less than \$750.00 individually, or a combination thereof, and as per the adopted purchasing, credit card, and bidding policy of the City.	three (3) documented ¹ bids except where items are less than \$750.00 individually, or a combination thereof, and as per the adopted purchasing, credit card, and bidding policy of the City.
<ul style="list-style-type: none"> All purchases exceeding \$5,000.00, but not more than \$10,000.00, require the approval of the City Administrator and require three (3) written¹ bids as per the adopted bidding policy of the City. 	<ul style="list-style-type: none"> All purchases exceeding \$5,000.00, but not more than \$20,000.00, that are within budget, require the approval of the Park Director and Park Board President and require three (3) written¹ bids as per the adopted bidding policy of the City.
<ul style="list-style-type: none"> Under normal circumstances², all purchases exceeding \$10,000.00 require the approval of the Board of Aldermen and require three (3) written bids as per the adopted bidding policy of the City. 	<ul style="list-style-type: none"> Under normal circumstances², all purchases exceeding \$20,000.00 require the approval of the Park Board and require three (3) written bids as per the adopted bidding policy of the City.
<ul style="list-style-type: none"> Under normal circumstances², all purchases exceeding \$40,000.00 require the approval of the Board of Aldermen and require open solicitation of bids to be advertised in the City's official newspaper for a period of, at least, 14 days. Any open solicitation of bids will conform to the adopted bidding policy of the City. 	<ul style="list-style-type: none"> Under normal circumstances², all purchases exceeding \$40,000.00 require the approval of the Park Board and require open solicitation of bids to be advertised in the City's official newspaper for a period of, at least, 14 days. Any open solicitation of bids will conform to the adopted bidding policy of the City.
<ul style="list-style-type: none"> All budgeted capital outlay purchases or projects of at least \$5,000.00 but less than \$10,000.00 require the "second-opinion" approval of the City Administrator and amounts more than \$10,000.00 require the approval of the Board of Aldermen³. 	<ul style="list-style-type: none"> All budgeted capital outlay purchases or projects of at least \$5,000.00 but less than \$20,000.00 require the "second-opinion" approval of the Park Director and Park Board President and amounts more than \$20,000.00 require the approval of the Park Board³.

- For accounting purposes, the City uses \$5,000.00 as a minimum capital expenditure, where classified.

- Requisitions will be forwarded to the Finance department for issuance of purchase order.
- Completed purchase orders and requisitions will be returned to the department supervisor or his/her designee to make the purchase.
- The department supervisor or his/her designee shall retain the requisition, purchase order, and packing slips until items are received. When partial shipments are made, the department supervisor or his/her designee shall forward the requisition, purchase

order, and packing slips to the Finance department for payment. Successive packing slips for the order shall be forwarded to the Finance department as soon as possible after order is received. The department supervisor or his/her designee shall sign off on the purchase order acknowledging that all items have been received in good order.

7. All property book items shall be entered into inventory immediately upon receipt. Property book items include: Equipment items exceeding \$500.00 in cost (communications equipment, weapons, power tools, office equipment, and furnishings). Inventory information should include the item type, purchase order number or credit card receipt date, model and serial number, and departmental location for which the item is intended and can be found.

<u>City Policy</u>	<u>Parks Department Policy</u>
8. All requisitions for travel/training, outside the state of Missouri, must be submitted at least ten (10) business days prior to the scheduled travel/training where possible. The City Administrator must approve all travel/training requests when travel is to be outside the state. Failure to follow this directive will result in non-payment of travel/training request.	8. All requisitions for travel/training, outside the state of Missouri, must be submitted at least ten (10) business days prior to the scheduled travel/training where possible. The Park Director and Park Board President must approve all travel/training requests when travel is to be outside the state. Failure to follow this directive will result in non-payment of travel/training request.
9. Any unique purchasing situation which does not have clear policy guidance will be approved at the discretion of the City Administrator or the Board of Alderman, and in conjunction with their respective approval authority.	9. Any unique purchasing situation which does not have clear policy guidance will be approved at the discretion of the Park Director, Park Board President, or the Park Board, and in conjunction with their respective approval authority.
10. Abuse of privileges related to purchasing may be grounds for immediate loss of privileges and/or dismissal from employment. Diversion of any City-owned asset for personal use, in any form, will be cause for dismissal at the discretion of the City Administrator and may be subject to criminal prosecution.	10. Abuse of privileges related to purchasing may be grounds for immediate loss of privileges and/or dismissal from employment. Diversion of any City-owned asset for personal use, in any form, will be cause for dismissal at the discretion of the Park Director and the Park Board President and may be subject to criminal prosecution.

(¹ - See bidding policy)

(² - See *Emergency Purchases* clause in bidding policy)

(³ - This clause serves as a safety mechanism to ensure need is still present and resources are available to allow the purchase)

SECTION 1.701: CREDIT CARD / CREDIT ACCOUNT POLICY

<u>City Policy</u>	<u>Parks Department Policy</u>
City-issued credit cards are made available to department heads, and other management staff as a convenient and efficient way to handle the smaller day-to-day purchases of each department.	Park-issued credit cards are made available to the Park Director, as a convenient and efficient way to handle the smaller day-to-day purchases of the Park department.
All purchases made by any City-issued credit card (e.g. Visa, MasterCard, Sam's Club, gasoline, other, etc.) or City credit account (signature account), will adhere to the adopted purchasing policy of the City of Odessa and the following rules:	All purchases made by any Park-issued credit card (e.g. Visa, MasterCard, Sam's Club, gasoline, other, etc.) or Park credit account (signature account), will adhere to the adopted purchasing policy of the City of Odessa and the following rules:
1. Any purchase on any City-issued credit card or City credit account must be for City-related business only. There should be no personal business conducted using a City-issued credit card or credit account.	1. Any purchase on any Park-issued credit card or Park credit account must be for Park-related business only. There should be no personal business conducted using a Park-issued credit card or credit account.
2. For individual departments, any single purchase of more than \$1,500.00 must be made via City check, or existing credit account, and utilize the requisition/purchase order process with the appropriate approvals unless approved by the City Administrator.	2. For individual departments, any single purchase of more than \$1,500.00 must be made via City check, or existing credit account, and utilize the requisition/purchase order process with the appropriate approvals unless approved by the Park Director.
3. All purchases on any City-issued credit card or City credit account must include a receipt showing purchase item, amount, location, and date purchased. The employee making the purchase should print his/her name on the receipt in an area easily readable yet not obstructing other vital information.	3. For individual departments, any single purchase of more than \$1,500.00 must be made via City check, or existing credit account, and utilize the requisition/purchase order process with the appropriate approvals unless approved by the Park Director.
a. All receipts will be turned over to the Finance department for matching to the credit card bill within ten (10) business days of purchase. Receipts not submitted may be cause for disciplinary action and/or loss of purchasing privileges.	

- b. Any packing slips, manifests, or other billing documents, must be signed by the department supervisor or his/her designee and turned over to the Finance department within 10 business days of receipt.
- c. In the case where a receipt may not be practical or available, the employee making the purchase must provide a written explanation as to where the item was purchased, what was purchased, date of purchase, and item price. His/her department head must sign off on the explanation prior to turning the explanation in to the Finance department.

<u>City Policy</u>	<u>Parks Department Policy</u>
4. All department heads or their designees are responsible for coding purchases made by any City-issued credit card or credit account prior to turning in the receipt. The Finance department can provide an updated list of account numbers for specific departments for use in coding.	4. All department heads or their designees are responsible for coding purchases made by any Park-issued credit card or credit account prior to turning in the receipt. The Finance department can provide an updated list of account numbers for specific departments for use in coding.
5. Abuse of privileges related to credit card, or credit account, use may be grounds for immediate loss of privileges and/or dismissal from employment. Diversion of any City-owned asset for personal use, in any form, will be cause for dismissal at the discretion of the City Administrator and may be subject to criminal prosecution.	5. Abuse of privileges related to credit card, or credit account, use may be grounds for immediate loss of privileges and/or dismissal from employment. Diversion of any Park-owned asset for personal use, in any form, will be cause for dismissal at the discretion of the Park Director and Park Board President and may be subject to criminal prosecution.

SECTION 1.702: COMPETITIVE BIDDING POLICY

When the City, or Parks Department, negotiates any purchase, sale, or other contract, there shall be provided ample opportunity for competitive bidding in the following manner (Parks Department procedures will be exactly the same unless otherwise noted):

1. All bids shall be solicited in the most expedient manner with due regard for competitive prices and quality and in accordance with purchasing and bidding guidelines.
2. If the consideration is not more than \$5,000.00, at least three (3) documented bids shall be solicited except where item/service purchased is less than \$750.00 individually, or a combination thereof. The lowest or best bid with proper qualifications shall be accepted¹. Documented bids should include vendor contact information, item/service to be purchased, and complete price. Documented bids can include, but are not limited to, any three (3) of the following, or a combination thereof:

- Verbal quotes (by telephone or otherwise)

- Current Retail or Wholesale catalogs
 - Current Internet advertisements
 - Other current advertisements
 - Separate, written, bids on official vendor letterhead
3. If the consideration is for more than \$5,000.00 but less than \$40,000.00, at least three (3) written bids shall be solicited, from which the lowest or best bid with proper qualifications shall be accepted.

Written bids are much the same as documented bids with the exception that written bids will not include telephonic, or other verbal, quotes. All written bids should include vendor contact information, item/service to be purchased, and complete price.

- Most high-dollar, written bids are submitted on company letterhead and are certified by a representative of the company. Written bids can come from current catalogs or advertisements so long as copies of bid items in said media are provided.

<u>City Policy</u>	<u>Parks Department Policy</u>
4. If the consideration is for more than \$40,000.00, formal sealed bids shall be received ² . Whenever possible, at least three (3) bids shall be obtained. The Board of Aldermen shall award the contract or approve the purchase.	4. If the consideration is for more than \$40,000.00, formal sealed bids shall be received ² . Whenever possible, at least three (3) bids shall be obtained. The Park Board shall award the contract or approve the purchase.

5. All items requiring three bids must be of the same specification from different vendors. Items do not necessarily have to be of the same brand so long as their specification is the same with due regard for competitive prices and quality. Any bid that does not conform to this policy will be rejected and another, like item bid will be required before approval.
6. Services regularly used to maintain equipment or other assets require an annual review (on, or about, October 1st) of at least three (3) separate vendors to ensure competitive pricing. This does not preclude any manager, when they know of a better price at any time during the year, to purchase said service at the lesser price with due regard for competitive prices and quality.
7. Individual contracts or purchases shall not be subdivided for the purpose of evading the requirement of competitive bidding.

<u>City Policy</u>	<u>Parks Department Policy</u>
8. Abuse of the adopted bidding policy may be grounds for immediate loss of privileges and/or dismissal from employment at the discretion of the City Administrator.	8. Abuse of the adopted bidding policy may be grounds for immediate loss of privileges and/or dismissal from employment at the discretion of the Park Director and Park Board President.

Notice

Notice inviting bids of \$40,000.00 or more shall be published at least once in the official newspaper of the City within 14 days preceding the last day set for receipt of proposals. The newspaper notice required herein shall include a general description of the items to be purchased, shall state where bid blanks and specifications may be secured and the time and place for opening bids.

Sealed bids shall be solicited from all responsible prospective suppliers who have requested that their name be added to the Bidder's List, by sending them a copy of such newspaper notice or such other notice as will acquaint them with the proposed purchase.

<u>City Policy</u>	<u>Parks Department Policy</u>
Sealed bid invitations shall also be advertised by posting notice on the public bulletin board at City Hall and on the City's website, where applicable.	Sealed bid invitations shall also be advertised by posting notice on the public bulletin board at City Hall and on the City, and Parks Department, website where applicable.

Bid Opening

Bids, of \$40,000.00 or more, shall be submitted sealed to the City and shall be identified as bids on the envelope. They shall be opened in public at the time and place stated in the public notices. Bid tabulation is to be maintained with the bid file.

Lowest and Best Bidder

The City, or Parks Department, reserves the right to reject any or all bids. Contracts shall be awarded to the lowest and best bidder. Bids shall not be accepted from, nor contract awarded to, a contractor who is in default on the payment of taxes, licenses, or other monies due to the City. In determining the "lowest and best bidder," in addition to prices, the following shall be considered:

1. The ability, capacity, and skill of the bidder to perform the contract or provide the service required.
2. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
3. The quality performance of previous contracts of service.
4. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
5. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
6. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
7. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
8. The number and scope of conditions attached to the bid.

Justification of Award

<u>City Policy</u>	<u>Parks Department Policy</u>
When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be made to the Board of Aldermen prior to awarding the contract.	When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be made to the Park Board prior to awarding the contract.

The Bids

If all bids received or the lowest bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder. In the case of multiple local bidders, providing equal price, quality and service, a coin toss will decide the award.

Emergency Purchases

<u>City Policy</u>	<u>Parks Department Policy</u>
In case of an apparent emergency, which requires immediate purchase of supplies or contractual services exceeding \$10,000.00 in total cost, the Mayor may authorize the purchase, at the lowest obtainable price, or any supplies or contractual service. A full explanation of the circumstances of an emergency purchase shall be made to the Board of Aldermen.	In case of an apparent emergency, which requires immediate purchase of supplies or contractual services exceeding \$20,000.00 in total cost, the Park Director and Park Board President may authorize the purchase, at the lowest obtainable price, or any supplies or contractual service. A full explanation of the circumstances of an emergency purchase shall be made to the Park Board.

Cooperative Procurement

<u>City Policy</u>	<u>Parks Department Policy</u>
The City shall join with other units of government in cooperative purchasing plans when the best interest of the City would be served and upon approval of the Board of Aldermen.	The Parks Department shall join with other units of government in cooperative purchasing plans when the best interest of the Parks Department would be served and upon approval of the Park Board.

(¹ - See #6 – Competitive Bidding)

(² - See Notice – In bidding policy)

SECTION 1.703: TRAVEL / TRAINING POLICY

Meals

Meals purchased while on official City, or Parks Department, business will be reimbursed at the actual expense. The maximum daily amount for meals is \$39.00 including taxes and tips for the surrounding area less than 100 miles in distance from Odessa. For partial days (e.g. Official business where a meal would be necessary), use the following breakdown (Parks Department procedures will be exactly the same unless otherwise noted):

Breakfast: \$ 9.00
Lunch: \$13.00
Dinner: \$17.00

1. If you are away from the surrounding area (more than 100 miles one way) the General Services Division (GSA) per diem rate will apply as the daily rate for meals. The breakdown shown above will not apply.

The website with the average domestic per diem rates is found at http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentType=GSA_BASIC&contentId=17943. Click on the state and the nearest city to your destination, many are listed. If you do not pursue the per diem rate outside the area, the \$39.00 per day rate will apply. Employees will need to print a copy of the current per diem rate and attach the copy to their expense report upon their return from their travel.

2. If you depart for travel/training before 7:00 a.m. local time, breakfast may be included. If you arrive home after 7:00 p.m. local time, dinner may be included.
3. No reimbursement will be made for meals provided in the conference/meeting cost. All meal costs will be supported by receipts to obtain reimbursement.
4. Cash advances or reimbursement to cover reasonable anticipated expenses (e.g. licensing fees, books, manuals, taxi cab, bus fare, parking fees, etc) may be made to employees after travel has been approved and a requisition submitted with the signature of the employee, department head, and City Administrator.
5. With prior approval, employees on business travel may be accompanied by a family member or friend, when the presence of a companion will not interfere with successful completion of business objectives. Liability insurance, and any additional costs for the family member or friend, is the responsibility of the employee. Generally, employees may be permitted to combine personal travel with business travel, so long as additional time away from work (Vacation, Comp time or Holiday) is approved prior to departure. Additional expenses arising from such non-business travel are the responsibility of the employee.
6. Abusing business travel, including falsifying expense reports to reflect cost not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

Mileage

<u>City Policy</u>	<u>Parks Department Policy</u>
If an appropriate City vehicle is available, it must be used or mileage will not be reimbursed unless prior approval is obtained. If a personal vehicle is used, the City will not assume the liability on the vehicle.	If an appropriate Park vehicle is available, it must be used or mileage will not be reimbursed unless prior approval is obtained. If a personal vehicle is used, the Parks Department will not assume the liability on the vehicle.

1. The City, or Parks Department, will pay mileage reimbursement at the current rate as adopted by the Internal Revenue Service (IRS), per mile, using a privately owned vehicle.

If you are traveling outside the area using a rental car for transportation, the City, or Parks Department, will pay for the cost of the rental car and fuel. No mileage reimbursement will be paid for obtaining a rental car for official travel.

Section 3. It is intended that the provisions of Section One of this ordinance be incorporated into the Code of Ordinances of the City of Odessa.

Section 4. This ordinance shall be in full force and effect from and after its passage.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 22th day of August, 2011.

(SEAL)

ATTEST:



Marcella McCoy, City Clerk/Finance Officer



Justin Murry, Mayor

APPROVED:



Justin Murry, Mayor



PURCHASING POLICY

October 2025
(DRAFT – NOT APPROVED)

Contents

PURCHASING POLICY, GUIDELINES AND COMPETITIVE BIDDING PROCEDURES 3

General Provisions 3

Guidelines 4

Exceptions 4

Competitive Bidding Procedures..... 5

Surplus Asset Disposal 7

Credit Card and Credit Account Policy..... 7

Travel / Training Policy..... 8

PURCHASING POLICY, GUIDELINES AND COMPETITIVE BIDDING PROCEDURES

General Provisions

This section outlines the guidelines for purchasing goods and services, including those by purchase card or credit card, for the City of Odessa. These policies and procedures replace all prior purchasing directives.

Pursuant to Chapter 2, Administration, Article III: Officers and Employees, Division 3: City Administrator, Section 2-190(b) of the City Code, the City Administrator is responsible for enforcing this policy.

- All purchases should reflect a reasonable, good-faith effort to secure goods and services at the lowest possible cost, ensuring the quality needed while adhering to approval limits and bidding guidelines.
- Vendors shall be treated fairly and professionally.
- No City employee may hold a financial interest in any City-issued purchase or contract unless approved by resolution of the Board of Aldermen.
- Misuse of purchasing privileges may result in immediate revocation of privileges and/or dismissal from employment.
- Unique purchasing situations that lack specific policy guidance shall be resolved at the discretion of the City Administrator or Board of Aldermen, based on their respective approval authority.
- Any diversion of City-owned assets for personal use will result in dismissal at the City Administrator's discretion and may lead to criminal prosecution.
- A split purchase is intentionally breaking an order or project to an external vendor(s) in to two or more purchases/payments to avoid procurement policy processes. Split purchases shall not be permitted and shall be considered a violation of this Policy.
- The Board of Aldermen, sets goals, priorities, and standards for City programs and services through the adoption of the annual budget, establishing expenditure levels for each department. Further Board of Aldermen and Park Board action is not required for purchases under \$20,000 if within budget limits.
- Department Supervisors/Heads are fully empowered by the City Administrator to make purchases within their departmental budget allocations, provided they comply with these regulations. The City Administrator may lower spending levels if revenue collection falls short of budgetary needs.
- The City is exempt from local, state, and federal taxes. Employees should make every effort to avoid sales tax charges. The Finance Director can provide vendors with exemption documentation, strictly for City use only. Unauthorized personal use of this exemption will result in immediate dismissal.
- The City has created a Parks and Recreation Board which has exclusive control of the expenditures of all money collected to the credit of the Parks Fund (Chapter 2, Administration, Article IV: Boards, Commissions, Authorities and Similar Bodies, Division 4: Parks and

Recreation Board, Section 2-395(2) of the City Code). This policy applies to the City and the Parks Department. The Park Board and Parks Department may issue its own bids, in connection with the City Administrator, but shall have exclusive control of the expenditures of all funds collected to the credit of the Parks Fund. Therefore, all contracts for expenditures from the Parks Fund shall be approved by the Park Board.

Guidelines

These guidelines apply equally to all City departments, including the Parks Department. Purchases that expend at least \$20,000 in funds from the Parks Fund shall be approved by the Park Board and do not require approval from the Board of Aldermen.

Purchase Amount	Approval Required	Bid/Quote Requirement
Up to \$5,000	Department Supervisor/Head	No formal bid required
\$5,000.01 - \$9,999.99	City Administrator	No formal bid required
\$10,000 - \$19,999.99	City Administrator	Three (3) written or orally documented bids required
\$20,000 - \$49,999.99	Board of Aldermen / Park Board	Three (3) written or orally documented bids required
\$50,000 and above	Board of Aldermen / Park Board	Open solicitation with bids advertised in at least one newspaper in the City or County, or in general circulation within the City or County, for no less than 14 days

Exceptions

These guidelines may be modified or waived under any of the following conditions:

Exception Type	Description
Sole Source	Goods and services are reasonably available from only one vendor.
Contract Renewal	Contracts or agreements may be renewed at the end of their term, subject to a review of at least three vendors to ensure competitive pricing. All renewals must be approved by the City Administrator. Department Heads are authorized to purchase from vendors offering lower prices at any time, provided the purchases comply with the terms and requirements of the existing contract.
Government Contracts, Cooperative Procurement	The City may join cooperative purchasing plans with other government units, if beneficial, upon approval of the Board of Aldermen.

Professional Services	Professional services like, but not limited to, architecture, engineering, surveying, and legal are exempt from standard bidding requirements to ensure selection is based on qualifications and specialized expertise.
Ongoing/Repetitive Services	Ongoing contracts or established vendors for frequently used supplies and services, such as concrete, asphalt, materials/supplies, or specialized equipment repairs, or other items approved by the City Administrator, with annual reviews for cost-effectiveness.
Emergency Purchases	Purchases made in an unexpected and urgent situation where an immediate threat to public health and safety exists; where conservation of public resources is at risk; where an immediate response is necessary to prevent further damage to public property, machinery, or equipment; where delay would result in significant financial impact to the City as determined by the City Administrator; or an emergency as declared by the Mayor, with notification to the Board of Aldermen or Park Board.

Competitive Bidding Procedures

When negotiating any purchase, service, sale, or other contract—excluding day-to-day operational expenses—the City will ensure ample opportunity for competitive bidding as follows:

All bids will be solicited promptly, with careful consideration for competitive pricing, quality, and adherence to established purchasing and bidding guidelines.

If the consideration is between \$10,000.00 and \$49,999.99, and bids are required, there shall be at least three (3) documented bids. The lowest or best bid with proper qualifications shall be accepted.

For purchases \$50,000 and above, formal sealed bids are required. Whenever feasible, at least three bids should be obtained. The Board of Aldermen, or the Park Board, if utilizing funds from the Parks Fund, will review and award the contract or approve the purchase.

\$10,000-\$49,999.99 and bids are required:	Details
Minimum Bids Required	Three (3) written or orally documented bids required
Selection Requirement	The lowest or best bid, based on qualifications, will be accepted
Documentation for Bids	Each bid should include vendor contact information, the item/service to be purchased, and the complete price
<u>Types of Documented Bids Accepted:</u>	Documented bids can include <u>any three (3)</u> of the following or a combination thereof:
- Verbal Quotes	By telephone or other direct communication
- Retail or Wholesale Catalogs	Current catalogs with pricing
- Internet Advertisements	Current online advertisements

- Other Current Advertisements	Any valid, current advertisement showing the product/service and pricing
- Written Bids on Official Letterhead	Separate, formal written bids provided on the vendor's official letterhead

Requirement (All Bids)	Description
Bid Specifications	All items requiring three bids must match the same specifications across vendors. Bids from different brands are acceptable if specifications remain consistent. Non-conforming bids will be rejected, and a like-item bid must be submitted for approval.
No Bid Splitting	Individual contracts or purchases cannot be subdivided to evade competitive bidding requirements.
Public Notice Requirement	For purchases exceeding \$50,000, a public notice must be published in the city's official newspaper at least 14 days before the bid submission deadline.
	-The newspaper notice must include a description of the items, specifications, and the time and place for bid opening.
	-Bid invitations will also be posted at City Hall and the City and Parks Department website, where applicable.
Bid Submission and Opening	Bids of \$50,000 or more must be submitted in sealed envelopes, identified as bids, and opened in public at the designated time and place. A bid tabulation will be maintained with the bid file.
Right to Reject Bids	The City or Parks Department may reject any or all bids, awarding the contract to the "lowest and best" bidder based on qualifications. Bids will not be accepted, nor contracts awarded, to any contractor who is delinquent in the payment of taxes, licenses, or other funds owed to the City.
Criteria for Lowest and Best Bidder, in Addition to Price	<ul style="list-style-type: none"> - Ability, capacity, and skill to perform the contract or provide the service required - Promptness in fulfilling the contract without delay and / or within the time specified - Quality of past contract performance - Compliance with laws and ordinances related to the contract or service - Financial resources and ability to perform the contract or provide the service - Quality, availability, and suitability of the items/services required to perform the contract or provide the service - Ability to provide maintenance and service capabilities for the use of the subject of the contract - Number and scope of conditions attached to the bid
Non-Lowest Bid Justification	If the contract is not awarded to the lowest bidder, a complete explanation must be provided to the Board of Aldermen or Park Board before awarding the contract.
Tie Bids	If bids are identical in price, quality, and service, the contract will be awarded to the local bidder (in closest proximity to Odessa). For multiple local bidders, a coin toss will determine the award.

Surplus Asset Disposal

Periodically, Department Heads will identify real and personal property deemed to be surplus, obsolete (including scrap), or other property with no value or utility to the City. These items will be listed and approved for sale or disposal by the City Administrator, with approval of the Board of Alderman (Chapter 2, Administration, Article III: Officers and Employees, Division 3: City Administrator, Section 2-190(m) of the City Code).

- For items with a salvage or resale value expected to be under \$10,000 (either individually or in aggregate if sold together or as separate components), Department Heads will seek the highest possible price.
- For items valued at \$10,000 or more, the City will adhere to the Competitive Bidding Procedures outlined above.

All items will have City identification removed prior to disposal. Any unsold items may be discarded with the approval of the City Administrator.

Credit Card and Credit Account Policy

City-issued credit or purchase cards are provided to Department Heads and other management staff to facilitate smaller, routine purchases needed for daily departmental operations. All purchases made with a City-issued credit or purchase card, or any City credit account, must comply with the City of Odessa's adopted purchasing policy and the following rules:

Policy Requirement	Details
City-Related Business Only	Purchases on City-issued credit or purchase cards, or any City credit account, must be for City-related business only; personal use is prohibited.
Receipt Requirement	All purchases must include a receipt showing the item, amount, location, and date of purchase. <ul style="list-style-type: none">- Receipts, packing slips, manifests, or other billing must be provided to the Finance department to match the credit card or purchase card bill.- Receipts not submitted may result in loss of purchasing privileges.- If a receipt is unavailable, the employee must submit a written explanation describing the purchase details (item, location, date, and price) on an approved form. This explanation must be approved by the employee's Department Head before submission to Finance.
Coding of Purchases	Department Heads or their designees are responsible for coding purchases before submitting receipts to Finance. All receipts and invoices must be accompanied by a packing slip or manifest. Alternatively, these items may have documentation of the receiving staff member confirming the order/purchase has been received and verified.
Abuse of Privileges	Misuse of credit card, purchase card, or credit account privileges may result in immediate loss of privileges and/or dismissal. Diverting City-owned assets for personal use will result in dismissal at the City Administrator's discretion and may lead to criminal prosecution.

Travel / Training Policy

Occasionally, travel is required for business operations, training, or other professional purposes. Policies covering training, development, and travel expenses are outlined in the Employee Personnel Manual.

BILL NUMBER: 2025-23

ORDINANCE NUMBER: 0000

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI, REPEALING ORDINANCE 2830 AND ALL PRIOR PURCHASE POLICIES IN ITS ENTIRETY; AND ADOPTING A PURCHASE POLICY FOR THE CITY OF ODESSA, MISSOURI, SETTING FORTH GUIDELINES AND COMPETITIVE BIDDING PROCEDURES FOR THE PROCUREMENT OF GOODS AND SERVICES.

WHEREAS, the Board of Aldermen of the City of Odessa, Missouri, finds it necessary to establish uniform policies and procedures for the purchase of materials, supplies, equipment, and services in order to ensure the proper expenditure of public funds; and

WHEREAS, such procedures are essential to promote fair competition, accountability, transparency, and fiscal responsibility in municipal operations; and

WHEREAS, the City Administrator, pursuant to Chapter 2, Article III, Division 3, Section 2-190(b) of the City Code, is charged with enforcing the City's purchasing policy;

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

Section 1. The "City of Odessa Purchasing Policy, Guidelines, and Competitive Bidding Procedures," attached hereto as Exhibit A, dated October 2025, and incorporated herein by reference as if fully set forth, is hereby adopted as the official purchasing policy of the City of Odessa, Missouri.

Section 2.

- 1) The City Administrator shall administer and enforce the Purchasing Policy.
- 2) Department Heads and Supervisors are authorized to make purchases in accordance with their approved budget allocations and the procedures outlined in the policy.
- 3) The Park Board shall retain exclusive control of expenditures from the Parks Funds, as provided in Chapter 2, Article IV, Division 4, Section 2-395(2) of the City Code, and shall follow the adopted purchasing policy in cooperation with the City Administrator.

Section 3. All prior resolutions, ordinances, policies, or directives relating to purchasing and procurement that are in conflict with this ordinance are hereby repealed.

Section 4. Effective Date: This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa, this 13th day of October, 2025.

(SEAL)

Bryan D. Barner, Mayor

ATTEST:

APPROVED:

Karen Findora, City Clerk

Bryan D. Barner, Mayor



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Whether the City of Odessa should opt out of the temporary state authorization allowing extended liquor service hours during the 2026 FIFA World Cup.

ACTION REQUESTED: Introduction and Reading of Bill No. 2025-24, exempting the City of Odessa, Missouri, from temporary extended hours for selling, serving, and allowing consumption of intoxicating liquor within the City of Odessa during the 2026 FIFA World Cup.

BACKGROUND:

The Missouri legislature recently enacted Section 311.2026, RSMo., authorizing a temporary extension of operating hours for “liquor by the drink at retail for consumption on the premises” licensees during the 2026 FIFA World Cup. This provision allows establishments to remain open later than normally permitted for the duration of the tournament. However, the statute also provides cities the option to opt out of these temporary extended hours by ordinance.

Staff reviewed the new state statute and evaluated potential impacts on public safety, enforcement, and community standards. The extended hours would primarily affect establishments licensed for on-premises liquor consumption. After review, staff and the Police Department recommend that the City opt out of the extended hours provision to maintain consistency with current city ordinances and avoid potential increases in late-night activity during the World Cup period.

The proposed ordinance formally exempts the City of Odessa from the temporary state extension, ensuring local control of liquor hours remains in effect from June 11, 2026, through July 19, 2026.

FINANCIAL CONSIDERATIONS: NONE

ATTACHMENTS: Bill No. 2025-24

PREPARED BY: _____
Karen Findora, City Clerk

DATED: October 13, 2025

BILL NO. 2025-24

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING THE CITY OF ODESSA, MISSOURI, FROM TEMPORARY EXTENDED HOURS FOR SELLING, SERVING, AND ALLOWING CONSUMPTION OF INTOXICATING LIQUOR WITHIN THE CITY OF ODESSA DURING THE 2026 FIFA WORLD CUP.

WHEREAS, the City of Odessa, Missouri regulates by Ordinance the hours that permit 'liquor by the drink at retail for consumption on the premises' licensees may sell, serve, or permit consumption of intoxicating liquor; and

WHEREAS, Section 311.2026, RSMo. authorizes a temporary extension of such hours during the period of the 2026 FIFA World Cup and allows cities to opt out of such temporary extension of hours; and

WHEREAS, the Board of Aldermen desires to opt out of the temporary extension of hours available for permitted 'liquor by the drink at retail for consumption on the premises' licensees to sell, serve, and allow consumption of intoxicating liquor during the 2026 FIFA World Cup; and

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

SECTION 1. Pursuant to Section 311.2026.4, RSMo., the City of Odessa hereby exempts itself by ordinance from the provisions of Section 311.2026, RSMo. relating to the extension of hours for permitted 'liquor by the drink at retail for consumption on the premises' licensees to sell, serve, or permit consumption of intoxicating liquor during the period of the 2026 FIFA World Cup.

SECTION 3. This Ordinance shall be in effect beginning on June 11, 2026, through July 19, 2026.

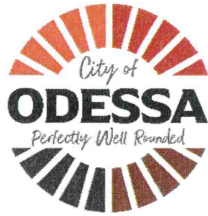
SECTION 4. The City Clerk is hereby authorized to correct any scrivener's errors contained within this Ordinance.

PASSED THIS 13th DAY OF OCTOBER, 2025, BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI.

ATTEST:

Bryan D. Barner, Mayor

Karen Findora, City Clerk



P.O. Box 128 • 228 S. Second • Odessa, MO 64076

Phone: (816) 230-5577 • cityofodessamo.com

September 15, 2025

MII – Midwest Injection Inc.
1621 McCabe Lane
PO Box 141
Cascade, IA 52033

Subject: Notice of Bid Award – RFP 06-25 Lime Sludge Removal and Transport

Dear Jake McAllister – President – Midwest Injection Inc.,

The City of Odessa, MO is pleased to inform you that your bid submitted on September 3, 2025 for **Lime Sludge Removal and Transport** has been accepted. After careful review of all proposals, your firm was determined to be the lowest responsible and responsive bidder in accordance with the City's procurement policies and applicable state law.

The total contract award is **\$154,669.45**, as outlined in your submitted bid. A contract document will be prepared and sent to you for execution. Work may not begin until the contract is fully executed and any required bonds, insurance certificates, or other supporting documents are received and approved.

Please deliver the following within [10] business days of this notice:

- Executed contract documents
- Required performance and/or payment bonds
- Proof of insurance meeting the City's requirements

If you have any questions regarding this award or the next steps in the process, please contact Cathy Thompson, Finance Director at 816-608-5650 or cathy.thompson@cityofodessamo.com.

We look forward to working with you on this project and appreciate your interest in serving the City of Odessa.

Respectfully submitted,

Cathy J Thompson
Finance Director

Affidavit of Publication

Date: August 14, 2025

STATE OF MISSOURI
COUNTY OF LAFAYETTE

} ss

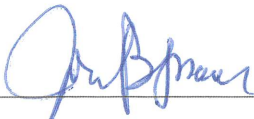
John B. Spaar, being duly sworn according to law, states that he is the co-publisher of The Odessan (a combination and continuation of The Missouri Ledger and The Odessa Democrat) a weekly newspaper located, printed and published in the City of Odessa in Lafayette County, Missouri; that said newspaper, for a period of three years and more prior to the date of the first insertion of the publication herein referred to, was, ever since said date has been, and now is published regularly and consecutively; that during all said time said newspaper has been, and now is a newspaper of general circulation in said County; that during all said time said newspaper has been and now is admitted to the post office as second class matter in said City of Odessa, Missouri, the City of publication; that during all said time said newspaper has had, and now has, a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription, for a definite period of time; that said newspaper, during all said time, has complied with and now complies with the provisions of an Act of the 62nd General Assembly of the State of Missouri, entitled "Public Advertisements," approved August 2, 1943, and known as Section 14968, and that said notice was in all respects published in compliance with the provisions of said Section; and that the said notice hereto attached was published in said newspaper once a week for one week(s) as follows:

First Insertion: August 14, 2025

Second Insertion:

Third Insertion:

Fourth Insertion:



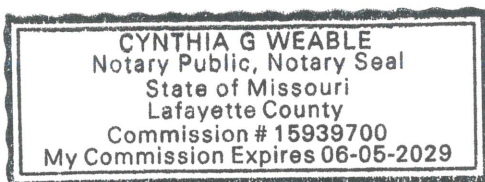
John B. Spaar, co-publisher

Subscribed and sworn to before me this day of
August 15, 2025

Witness my hand and official seal.



Notary Public: Cynthia G Weable
My commission expires: 6-5-29



Bid No. RFP 06-25 - Lime Sludge Removal and Transport The City of Odessa, MO, seeks proposals from qualified consulting firms interested in providing Lime Sludge Removal and Transport. Full RFP details are available at www.cityofodessamo.com. Proposals should be submitted by 10:00 am on September 3, 2025. For additional information please contact Finance Director, Cathy Thompson at cathy.thompson@cityofodessamo.com, or at 816-230-5577

Published in *The Odessan*, Odessa, Missouri, Thursday, August 14, 2025



City of Odessa, Missouri

228 S Second Street | PO Box 128 | Odessa, MO 64076

Phone: 816.230.5577 | www.cityofodessamo.com

INVITATION TO BID / REQUEST FOR PROPOSAL RFP 06-25

This Document Contains the Following:

PART I	Invitation to Bid and Scope of Work
PART II	Instructions to Bidders
PART III	General Terms and Provisions Pertaining to All City Contracts
PART IV	Supplemental Bond and Prevailing Wage Provisions Specific to the Project
PART V	Federal Work Authorization Program ("E-Verify") Addendum
PART VI	Bid Page

The City of Odessa, Missouri will accept bids from qualified contractors interested in providing the following:

Lime Sludge Removal and Transport

BIDS MUST BE RECEIVED BY:

10:00 a.m. – Wednesday September 3, 2025

Please mark your bid "RFP 06-25 Lime Sludge Removal and Transport" and return it to:

City of Odessa
228 S Second Street
PO Box 128
Odessa, MO 64076

For more information during business hours, contact
Darrin Lamb: 816-565-3926 or Darrin.Lamb@cityofodessamo.com

PART 1: INVITATION TO BID AND SCOPE OF WORK

The City of Odessa is soliciting bids for a contractor to remove lime sludge from the lagoon at the City's water treatment facility.

Scope of Work

- Selected contractor shall be licensed to do business within the City of Odessa, MO
- The City reserves the right to refuse all bids and/or not award a bid on any or all parts of the project.

Specifications for the Project

The City of Odessa is soliciting bids for a contractor to remove lime sludge from the lagoon at the City's water treatment facility. (325 S 8th St). Contractor will be responsible for transporting and the land application of the lime at both the Odessa Northwest Waste Water Treatment Facility (7147 Hughes Rd) and Odessa Southeast Waste Water Treatment Facility (11023 Starr School Rd. Lagoon is 245' x 220' with a depth of four (4) feet. (7,985.19 cubic yards)

PART II: INSTRUCTION TO BIDDERS

All firms responding to this RFP shall provide sufficient information and data to fully allow a complete evaluation of their qualifications. Bidder must present satisfactory evidence to the City indicating their ability to meet the scope of work within a prompt timeframe. In addition, to ensure consistency, responses should generally conform to the following format:

1. Cover Letter
2. Table of Contents
3. Introduction
4. Qualifications, Including Specialized Experience and Technical Competence of the Firm
5. The Firm's Proximity to and Familiarity with the City
6. Qualifications of Staff
7. E-Verify Documentation
8. Liability Insurance Certificate
9. References

The City will select the engineering firm based on the above qualifications. Once the most qualified firm is selected, fees will be negotiated for individual projects as needed.

General Contract Terms

- An agreement will be issued to the recommended firms upon approval of the firms by City of Odessa's Board of Aldermen.
- The costs agreed to are to be firm, fixed prices for the entire contract period and are not subject to increases unless mutually agreeable to both parties. Should an increase be needed, the firm shall be responsible for providing proof of price increase in writing to the City of Odessa not less than thirty (30) days prior to said requested increase.
- The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears.
- The City assumes no obligation for equipment, products, materials, supplies and/or services shipped or provided in excess of the quantity ordered or stated hereunder. Any unauthorized quantity is subject to The City's rejection and shall be returned at the firm's expense.
- The firm shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- The City of Odessa reserves the right to waive any informality, reject any or all proposals and/or cancel this RFP, all without any obligation to the City.
- The City of Odessa reserves the right to accept single line items of the bid and to reject others.
- Any submission may be withdrawn at any time prior to the time specified herein for the opening of submissions, but no submission may be withdrawn for a period of ninety (90) days thereafter. Once the bid has been approved by the Board of Aldermen, the Finance Director, Cathy

Thompson, will notify the successful bidder of acceptance of the bid and issue a formal Notice to Proceed.

- The City of Odessa will not be liable for any costs that a Contractor may incur in the preparation of or presentation of the proposal.
- The City of Odessa shall not be obligated to return the Contractor's proposal once submitted, whether the proposal is withdrawn or not.
- The selected bidder shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- The costs agreed to are to be firm and final. Underestimation of the complexity of the task will not warrant an increase in the price. Bidder should make any additional inquiries necessary to properly evaluate its compensation and prepare its bid proposal accordingly.
- Any explanation desired by a bidder regarding the meaning or interpretation of the RFP must be requested in writing with sufficient time allowed for a reply to reach bidders before the deadline for submission.
- The City of Odessa reserves the right to waive any informality, reject any or all proposals and/or cancel this RFP, all without any obligation to the City. The City shall select the vendor which, based upon its response to this RFP, it regards to be the best qualified, responsible, and capable of performing the desired work in a timely fashion at the lowest price.

Proposals should be submitted no later than September 3, 2025 at 10:00 a.m. to the City of Odessa, Missouri. Sealed envelopes should be clearly marked "RFP #06-25, Lime Sludge Removal and Transport". For more information contact Cathy Thompson, Finance Director – 816.230.5577.

Part III: General Terms and Conditions Pertaining to All City Contracts

Unless otherwise agreed to by the City and the winning bidder, the terms provided herein shall be included in an Agreement between the City and the winning bidder to perform the services provided in this Request for Proposal.

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

2. Contract Documents. This Request for Proposal, including without limitation any completed forms as required by the applicant under the Request for Proposal, and Owner's Notice of Award shall be made a part of any Agreement (the "Agreement") executed between Owner and the winning bidder regarding the subject matter herein.

3. Contract Terms. The performance of this Agreement shall be governed solely by the terms and conditions as set forth in this Agreement and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the Agreement. Any different or additional terms other than those herein contained are hereby objected to.

4. Patents. Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.

5. Interpretation of Agreement. This Agreement shall be construed according to the laws of the State of Missouri.

6. Fund Allocation. Continuance of this Agreement, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.

7. Tax Exempt. The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

8. Provisions Required by Law Deemed Inserted. Each and every provision or law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement will be read and enforced as though such provision were included herein, and if through mistake or otherwise any such provision is not inserted, or

is not correctly inserted, then upon the application of either party the Agreement may be amended to make such insertion or correction.

9. **Termination of Agreement.** In the event this bid establishes a year supply or service contract, such Agreement may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Agreement is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.
10. **Acts of God.** To the extent permitted by law, neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.
11. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this Agreement or affirm the Agreement and hold Contractor responsible for damages.
12. **Compliance With Applicable Laws.** Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this Agreement, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.
13. **Execution of this Agreement.** Unless otherwise specified, the Agreement shall include a Notice of Award and a copy of the signed bid and all attachments thereto. These documents become the Agreement and contract between the parties hereto. Both parties thereby accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in the agreed upon bid. Items not awarded, if any, will be deleted.
14. **Contractor's Invoices.** The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5.

Final payment shall be in a lump sum (unless progress payments are approved prior to award) after Contractor has performed, to the City's satisfaction, all duties imposed upon

it by the contract documents, allowing thirty (30) days minimum for payment.

15. **Inspection and Acceptance.** No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonably opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).
16. **General Guaranty and Warranty.** The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
17. **Regulations Pursuant to "Anti-Kickback Act".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c), and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.
18. **Changes in Project.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Agreement in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of the Agreement prior to the Contractor performing the work required by the change. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Agreement. All work shall be executed under the terms of this Agreement. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

19. **Assignments.** Neither Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part, their interest under any of the Agreement documents and

specifically the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- 20. Sub-Contracts.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor and the City has approved the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the Owner.
- 21. Debarment.** The Contractor hereby certifies that it is not on any State or Federal debarment or convicted violator list in relation to the construction of public works. The Contractor certifies that it shall not utilize any subcontractors who are on any State or Federal debarment or convicted violator list in relation to the construction of public works.
- 22. Accident Prevention and Training.** The Contractor is informed that the work provided in this Agreement is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body Two Thousand Five Hundred Dollars (\$2500.00) plus One Hundred Dollars (\$100.00) a day for each employee who is employed without training.
- (a) In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in Section 25 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Agreement.
- (b) Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
- 23. Non-Discrimination in Employment.** In connection with the furnishing of supplies or performance under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

24. **Minority & Women Business Enterprise Participation.** It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

25. **Building Regulation, Permits and Law.** Contractor agrees to comply with all current and applicable local codes and ordinances, including the procurement of a City business license, if required by City Code.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$517,306 per occurrence, \$3,448,710 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

26. **Insurance.** During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

Upon the issuance of the revised limits by the Missouri Department of Insurance, the amounts listed above shall be modified to meet such revised limits. Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance.

However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The procurement of insurance under this Agreement shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff. Certificate of insurance shall include the following statement: The procurement of insurance shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Agreement. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Agreement to the Contractor. The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

27. **Timing.** Upon receipt of Agreement documents fully executed by Owner, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph.
28. **Missouri Immigration Law Affidavit.** The Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. The Contractor provider shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. The Contractor shall provide with their bid specifications and bonding information an affidavit that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
29. **Anti-Discrimination Against Israel.** The Contractor hereby certifies that in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel. This provision shall not apply if the Contractor employs fewer than ten employees or if the work has a value of less than one hundred thousand dollars.
30. **Prevailing Wages.** It is agreed that all labor utilized in the performance of this Agreement shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. The Contractor will forfeit the penalty to the City of Odessa of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. It is the responsibility of the Contractor to maintain these records and provide them to the City upon request. Failure to do so shall be considered a material breach of this Agreement.

- 31. Labor and Materials Payment Bonds.** The Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Agreement conditioned upon the payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.
- 32. Performance Bond.** The Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of this Agreement conditioned upon the performance of all work described in this Agreement. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its performance of the work described herein, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.
- 33. Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.
-

Part IV: Supplemental Bond and Prevailing Wage Terms Specific to the Project

1. Bid Bonds.

Bid Bond Not Required X

Bid Bond Required

Note the following if bid bond required:

Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank draft in the amount of 5% of the total bid price payable to the City of Odessa for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder: a) withdraws its bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City, whether or not the bidder at the time of such withdrawal has been designated as successful bidder; or b) upon written notification of the award of contract to bidder he/she/it fails to properly sign and deliver to the City within fourteen (14) days labor and materials and performance bond (if required) as well as certificates of insurance.

The bidder further agrees that the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages on the reasons stipulated above.

2. Payment and Performance Bonds:

Payment and Performance Bond Not Required

Payment and Performance Bond Required X

Note the following if performance bond required:

Within seven (7) days of the Notice to Proceed, Contractor shall furnish to the City a contract performance bond and a labor and material payment bond. The bonds shall be executed with the proper sureties, through a company licensed to do business in the State of Missouri, and named on the current list of "surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff of the Bureau of Accounts and Treasury Department. The date of the bonds shall be prior to the date the work is commenced by the Contractor. The performance bond and the labor and materials payment bond shall be in the amount of the full contract price, guaranteeing the performance of the work described in the Contract and the payment of all bills, labor, and obligations arising from the performance of the contract, and otherwise conditioned as required by law. The bonds shall be automatically increased in the amount and extended in time without formal and separate amendments to cover full and faithful performance of the

PART V: FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

1. Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" and deliver the same to the City prior to or contemporaneously with the execution of its contract;
2. Affirms it is enrolled in the "E-Verify" work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided;
3. Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
4. Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
5. Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
6. Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

7. Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the City of Odessa.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (Company)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- a. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
- b. I am employed by _____ ("Company") and have authority to issue this affidavit on its behalf.
- c. Company is enrolled in and participating in the United States E-Verify federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to the City of Odessa, to the extent allowed by E-Verify.
- d. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the City.

FURTHER AFFIANT SAYETH NOT.

By: _____

(Signature) Print Name/Title: _____

On Behalf of: _____ (Company)

STATE OF _____)
) ss.
COUNTY OF _____)

Submitted and sworn to before me this _____ day of _____, 2025.

Notary Public

Print Notary Name

My commission expires:

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this _____ day of _____, 2025.

(Authorized Representative Signature)

(Authorized Representative Name/Title)

(Company Name)

(Address)

(City, State, Zip)

(Phone Number/Fax Number)

(Email Address)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

PART VI: Bid Page

Lime Sludge Removal and Transport

Bidder must complete the following section in its entirety, sign and date where indicated.

- A. TOTAL PRICE: Price to be FOB City of Odessa. Prepay and allow the freight to delivery location as specified herein.

Base Bid	\$
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- B. ACCEPTANCE OF BID BY CITY

- C. START TIME _____ CALENDAR DAYS

- D. TERMS/DISCOUNTS: Net _____ DISCOUNTS OFFERED _____ % _____ DAYS
(after receipt of invoice for prompt payment)

- E. SIGNATURE(S)

Company Name and Address

Signature (Authorized Representative)

Title

Telephone

DATE _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 054
LAFAYETTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$25.56*
Boilermaker	\$25.56*
Bricklayer-Stone Mason	\$25.56*
Carpenter	\$65.96
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.56*
Plasterer	
Communication Technician	\$25.56*
Electrician (Inside Wireman)	\$74.67
Electrician Outside Lineman	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.56*
Glazier	\$25.56*
Ironworker	\$78.77
Laborer	\$50.77
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.56*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.56*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.56*
Plumber	\$83.90
Pipe Fitter	
Roofer	\$25.56*
Sheet Metal Worker	\$25.56*
Sprinkler Fitter	\$25.56*
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
LAFAYETTE County

Section 054

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.56*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.46
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.20
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

CITY OF ODESSA,
MISSOURI CONTRACTOR/SERVICES
CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2025 between the City of Odessa, Missouri, ("**City**"), and Midwest Injection Inc, 1621 McCabe Lane, Cascade, Iowa 52003 ("**Contractor**").

RECITALS:

WHEREAS, the City has caused to be published an advertisement for and in connection with the removal of lime sludge solids at the City's water treatment facility "**Project**"; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed proposal in accordance with the terms of the advertisement; and

WHEREAS, the City, in the manner prescribed by law, publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as a result of the canvass, has determined and declared the Contractor to be the lowest and best bidder for the work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy of which is attached to and made part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, or themselves, or its or their successors and assigns, or its or their executors and administrators, as follows:

SECTION 1. SCOPE OF WORK

A. The Contractor shall furnish all materials, supplies, tools, equipment, labor, supervision, and all other incidentals which may be necessary to perform all or a component of the work specified in the invitations for bids for the Project, and shall construct and complete the work described as follows ("**Work**");

1. Contractor shall remove lime sludge solids from the lagoon at the City's water treatment facility (325 S 8th St). The lagoon is approximately 245' x 220' with a depth of four (4) feet and is approximately 7,985.19 Cubic yards. This is a one-time removal contract and shall be completed by December 31, 2025.

2. Contractor shall be responsible for the transporting and land application of the lime sludge solids at both the Odessa Northwest Waste Water Treatment Facility, located at 7417 Hughes Road, Odessa, Missouri 64076, and Odessa Southwest Waste Water Treatment Facility, located at 11023 Starr School Road, Odessa, Missouri 64076. This is a one-time removal contract.
 3. Contractor shall provide any and all testing results and necessary documentation to the City.
 4. The Contractor shall, if applicable hold, a land use application agreement with the land owner in which any land application of material will be applied.
 5. The Contractor shall be licensed to do business within the City of Odessa, MO.
- B. The City reserves the right to have representatives at the site of the Work as it may decide during the removal and transportation described above to observe the work in progress.

SECTION 2. CONTRACT PRICE

The City, shall pay to the Contractor for the performance of the Work the amount of one hundred forty-seven thousand dollars (\$154,669.45). The Contractor shall be required to keep track of the amount of work performed under this Agreement at all times; and any work, materials, supplies or expenses in excess of this fixed sum shall not be eligible for payment unless the parties agree in writing before additional costs are incurred. The Contractor shall notify the City if the Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Contractor shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

SECTION 3. GENERAL TERMS AND CONDITIONS PERTAINING TO ALL CITY CONTRACTS

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

2. **Contract Terms.** The performance of this Agreement shall be governed solely by the terms and conditions as set forth in this Agreement and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the

City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the Agreement. Any different or additional terms other than those herein contained are hereby objected to.

3. **Patents.** Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.
4. **Interpretation of Agreement.** This Agreement shall be construed according to the laws of the State of Missouri.
5. **Fund Allocation.** Continuance of this Agreement, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.
6. **Tax Exempt.** The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
7. **Provisions Required by Law Deemed Inserted.** Each and every provision or law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement will be read and enforced as though such provision were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement may be amended to make such insertion or correction.
8. **Termination of Agreement.** This Agreement may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Agreement is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.
9. **Acts of God.** To the extent permitted by law, neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.
10. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this Agreement or affirm the Agreement and hold Contractor responsible for damages.
11. **Compliance With Applicable Laws.** Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services

covered by this Agreement, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.

12. **Execution of this Agreement.** Unless otherwise specified, the Agreement shall include a Notice of Award and a copy of the signed bid and all attachments thereto. These documents become the Agreement and contract between the parties hereto. Both parties thereby accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in this Agreement. Items not awarded, if any, will be deleted.
13. **Contractor's Invoices.** The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5.

Final payment shall be in a lump sum (unless progress payments are authorized by this Agreement) after Contractor has performed, to the City's satisfaction, all duties imposed upon it by the contract documents, allowing thirty (30) days minimum for payment.

14. **Inspection and Acceptance.** No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonably opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).
15. **General Guaranty and Warranty.** The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Agreement. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Agreement.
16. **Regulations Pursuant to "Anti-Kickback Act".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c), and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of

statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.

- 17. Changes in Project.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Agreement in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this Agreement or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of the Agreement prior to the Contractor performing the work required by the change. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Agreement. All work shall be executed under the terms of this Agreement. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

- 18. Assignments.** Neither Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part, their interest under any of the Agreement documents and specifically the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.
- 19. Sub-Contracts.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor and the City has approved the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the Owner.
- 20. Debarment.** The Contractor hereby certifies that it is not on any State or Federal debarment or convicted violator list in relation to the construction of public works. The Contractor certifies that it shall not utilize any subcontractors who are on any State or Federal debarment or convicted violator list in relation to the construction of public works.
- 21. Non-Discrimination in Employment.** In connection with the furnishing of supplies or performance under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

- 22. Minority & Women Business Enterprise Participation.** It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

- 23. Building Regulation, Permits and Law.** Contractor agrees to comply with all current and applicable local codes and ordinances, including the procurement of a City business license, if required by City Code.
- 24. Insurance.** During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$517,306 per occurrence, \$3,448,710 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

Upon the issuance of the revised limits by the Missouri Department of Insurance, the amounts

listed above shall be modified to meet such revised limits. Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The procurement of insurance under this Agreement shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff. Certificate of insurance shall include the following statement: The procurement of insurance shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Agreement. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Agreement to the Contractor. The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

25. **Timing.** Upon receipt of Agreement documents fully executed by Owner, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph.
26. **Missouri Immigration Law Affidavit.** The Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. The Contractor provider shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. The Contractor shall provide with their bid specifications and bonding information an affidavit that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
27. **Anti-Discrimination Against Israel.** The Contractor hereby certifies that in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel. This provision shall not apply if the Contractor employs fewer than ten employees or if the work has a value of less than one hundred thousand dollars.
28. **Performance Bond.** The Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of this Agreement conditioned upon the performance of all work described in this Agreement. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its performance of the work

described herein, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

29. **Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.
30. **Conflicts.** Any bidder or signee of this Agreement shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the Board of Aldermen in writing at the time of the execution of this Agreement. A violation of this provision renders this Agreement void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.
31. **Assignment.** The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Agreement, including the right to change or delete activities from the Agreement or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Agreement, though City will attempt to so notify any such assignee.
32. **General Independence Service Provider.** This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor.



RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MIDWEST INJECTION, INC. FOR THE REMOVAL AND LAND APPLICATION OF LIME SLUDGE SOLIDS AT THE CITY OF ODESSA, MISSOURI WATER TREATMENT FACILITY.

WHEREAS, the City of Odessa published an invitation for bids for the removal and proper disposal of lime sludge solids located at the City's Water Treatment Facility, located at 325 S. 8th Street, Odessa, Missouri; and

WHEREAS, the City received and publicly opened bids in accordance with the bid specifications; and

WHEREAS, Midwest Injection Inc., 1621 McCabe Lane, Cascade, Iowa 52003 ("Contractor"), was determined to be the lowest and best bidder in accordance with City purchasing procedures; and

WHEREAS, the proposed Contract provides for the one-time removal, transportation, and land application of approximately 7,985 cubic yards of lime sludge solids, with all work to be completed no later than December 31, 2025, at a total cost not to exceed **one hundred fifty-four thousand six hundred sixty-nine dollars and forty-five cents (\$154,669.45)**; and

WHEREAS, the Board of Aldermen finds it is in the best interest of the City to enter into said Contract to ensure compliance with environmental standards and proper operation of the City's water treatment facilities.

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

SECTION 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City of Odessa a contract with Midwest Injection Inc. for the removal and land application of lime sludge solids at the City's Water Treatment Facility, in substantially the form as is attached hereto and incorporated herein by reference.

SECTION 2. The compensation under said contract shall be in the amount of **One Hundred Fifty-Four Thousand Six Hundred Sixty-Nine Dollars and Forty-Five Cents (\$154,669.45)**.

SECTION 3. The term of this contract is a one-time project with a completion deadline of December 31, 2025.

SECTION 4. This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen and approval by the Mayor.

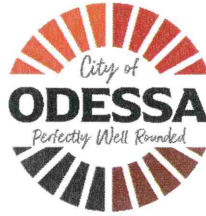
APPROVED AND PASSED by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 13th day of October, 2025.

(SEAL)

ATTEST:

Bryan D. Barner, Mayor

Karen Findora, City Clerk



P.O. Box 128 • 228 S. Second • Odessa, MO 64076

Phone: (816) 230-5577 • cityofodessamo.com

September 15, 2025

Poor Boy Tree Service, Inc.
273 E 410th Rd
Fair Play, MO 65649

Subject: Notice of Bid Award – RFP 25-07 Tree Trimming Electric

Dear Ty Bewley,

The City of Odessa, MO is pleased to inform you that your bid submitted on September 9, 2025 for **Tree Trimming Electric** has been accepted. After careful review of all proposals, your firm was determined to be the lowest responsible and responsive bidder in accordance with the City's procurement policies and applicable state law.

The total contract award is **\$ 178.62/hour**, as outlined in your submitted bid. A contract document will be prepared and sent to you for execution. Work may not begin until the contract is fully executed and any required bonds, insurance certificates, or other supporting documents are received and approved.

Please deliver the following within [10] business days of this notice:

- Executed contract documents
- Required performance and/or payment bonds
- Proof of insurance meeting the City's requirements

If you have any questions regarding this award or the next steps in the process, please contact Cathy Thompson, Finance Director at 816-608-5650 or cathy.thompson@cityofodessamo.com.

We look forward to working with you on this project and appreciate your interest in serving the City of Odessa.

Respectfully submitted,

Cathy J Thompson
Finance Director

Affidavit of Publication

Date: August 14, 2025

STATE OF MISSOURI
COUNTY OF LAFAYETTE

} ss

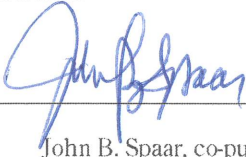
John B. Spaar, being duly sworn according to law, states that he is the co-publisher of The Odessan (a combination and continuation of The Missouri Ledger and The Odessa Democrat) a weekly newspaper located, printed and published in the City of Odessa in Lafayette County, Missouri; that said newspaper, for a period of three years and more prior to the date of the first insertion of the publication herein referred to, was, ever since said date has been, and now is published regularly and consecutively; that during all said time said newspaper has been, and now is a newspaper of general circulation in said County; that during all said time said newspaper has been and now is admitted to the post office as second class matter in said City of Odessa, Missouri, the City of publication; that during all said time said newspaper has had, and now has, a list of bona fide subscribers voluntarily engaged as such who have paid or agreed to pay a stated price for a subscription, for a definite period of time; that said newspaper, during all said time, has complied with and now complies with the provisions of an Act of the 62nd General Assembly of the State of Missouri, entitled "Public Advertisements," approved August 2, 1943, and known as Section 14968, and that said notice was in all respects published in compliance with the provisions of said Section; and that the said notice hereto attached was published in said newspaper once a week for one week(s) as follows:

First Insertion: August 14, 2025

Second Insertion:

Third Insertion:

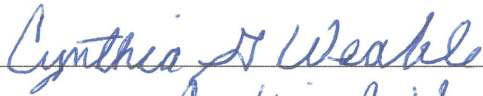
Fourth Insertion:



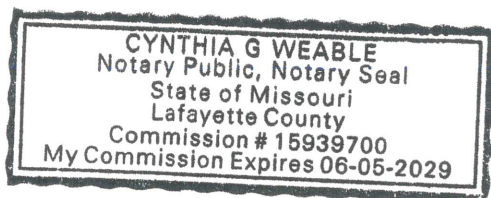
John B. Spaar, co-publisher

Subscribed and sworn to before me this day of
August 15, 2025

Witness my hand and official seal.



Notary Public: Cynthia G. Weable
My commission expires: 6-5-29



**Bid No. RFP 25-07 -
Tree Trimming Services**
The City of Odessa, MO,
seeks proposals from qual-
ified consulting firms in-
terested in providing Tree
Trimming Services. Full
RFP details are available
at www.cityofodessamo.com. Proposals should be
submitted by 10:00 am on
September 9, 2025. For ad-
ditional information please
contact Finance Director,
Cathy Thompson at cathy.thompson@cityofodessamo.com, or at 816-230-5577
Published in *The Odes-
san*, Odessa, Missouri,
Thursday, August 14, 2025



City of Odessa, Missouri

228 S Second Street | PO Box 128 | Odessa, MO 64076

Phone: 816.230.5577 | www.cityofodessamo.com

INVITATION TO BID / REQUEST FOR PROPOSALS RFP 25-07

This Document Contains the Following:

PART I	Invitation to Bid and Scope of Work
PART II	Instructions to Bidders
PART III	General Terms and Provisions Pertaining to All City Contracts
PART IV	Supplemental Bond and Prevailing Wage Provisions Specific to the Project
PART V	Federal Work Authorization Program ("E-Verify") Addendum
PART VI	Evaluation Criteria

The City of Odessa, Missouri will accept bids from qualified contractors interested in providing the following:

RFP -25-07 Tree Trimming Services

BIDS MUST BE RECEIVED BY:

10:00 a.m. – Tuesday, September 9, 2025

Please mark your bid "RFP 25-07 Tree Trimming Services" and return it to:

City of Odessa
228 S Second Street
PO Box 128
Odessa, MO 64076

For more information during business hours, contact
Cathy Thompson: 816-230-5577 or cathy.thompson@cityofodessamo.com

PART 1: INVITATION TO BID AND SCOPE OF WORK

The City of Odessa is soliciting proposals from qualified utility arborist contractors to assist the City with tree trimming and removal services that are currently within a 20ft clearance area of Odessa owned electric lines.

The purpose of this request for proposal is to establish a one-year contract (with the option to renew for an additional one-year period) with a qualified company who can provide all necessary transportation, supervision, labor, licenses, tools, equipment, services and expertise to perform contractual services.

- Selected contractor shall be licensed to do business within the City of Odessa, MO prior to the beginning of the project.
- The City reserves the right to refuse all bids and/or not award a bid on any or all parts of the project.

Scope of Services

A. **Tree Removal:** The contractor shall remove trees deemed necessary for removal by the Electric Superintendent.

- a. Felling of trees larger than 12" DBH shall not be permitted. All trees shall be limbed out using appropriate rigging techniques to protect public safety and prevent unnecessary damage to surrounding turf, trees, shrubs and landscape plantings. Sidewalks, curbs, streets manhole structures and associated hardscape shall be protected from the impact of falling wood. Any and all damage to public or private property shall be reported to the Electric Superintendent immediately.

- b. All work shall comply with ANSI Z133-2017 safety standards.

B. **Tree Pruning:** The contractor shall prune trees designated by the Electric Superintendent. Trees designated for pruning will be pruned of all dead, diseased, dying, doubled or broken limbs greater than two (>2) inches in diameter. In the case of ornamental/specimen trees, shaping for aesthetics may be requested.

- a. All pruning shall follow ANSI A300 (Part 1) – 2017 Pruning standards

- b. All work shall comply with ANSI Z133-2017 safety standards.

C. **Emergency Service:** The contractor shall be available to respond on an emergency basis to remove or trim trees in or near the electrical system that present an imminent danger to the public within 48 hours of notification by a representative of the City.

- a. All pruning shall follow ANSI A300 (Part 1) – 2017 Pruning standards

- b. All work shall comply with ANSI Z133-2017 safety standards.

D. **Job Performance Requirements:**

- a. **Debris and Chip Disposal:** The Contractor is responsible for the disposal of all logs,

limbs, chips and debris generated by work described. The City will provide an area for chip disposal but will not accept any debris that is not chipped or smaller.

- b. **Access:** Bucket/chipper truck access is limited to City service roads, parking lots and public streets. Operation of equipment "off-road" will require, at a minimum, ¾" plywood planking to prevent soil compaction.
- c. **Site Clean-Up:** The site should be restored, as close as reasonably practical, to conditions existing prior to work commencing. The Contractor shall chip all trees, limbs and tree debris from sites and dispose of debris. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day's operation. Limbs and trunks temporarily placed in City areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and/or pedestrians. Logs left lying on the ground awaiting pick-up shall be sufficiently blocked to prevent movement. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, lawn areas and driveways with appropriate tools for the job.
- d. **Protection of Property:** The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real and/or personal property. Holes or ruts made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.
- e. **Safety Standards:** All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standards Z-13302017 and A300 (Part 1) – 2017, or as amended. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City or its representatives. The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All placements of cones, signs and barricades must conform to the current Manual on Uniform Traffic Control Devices. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection.
- f. **Work Hours:** Between 7:00 a.m. and 6:00 p.m., Monday through Friday. Work on weekends and holidays is not allowed unless it is deemed an emergency and a weekend work permit has been approved by the City.



PART II: INSTRUCTION TO BIDDERS

Interested and qualified companies should submit the following information in their Statement of Qualification, organized in the order listed below. Bidder must present satisfactory evidence to the City indicating their ability to meet the scope of work within a prompt timeframe. In addition, to ensure consistency, responses should generally conform to the following format:

1. Fee schedule to include base rate for contractual services offered.
2. Qualifications, including specialized experience and competence of the firm
 - a. The history and experience of the firm with tree trimming projects near electrical services
3. The firm's proximity to and familiarity with the City
4. Qualifications of staff
5. E-Verify Documentation
6. Liability insurance certificate
7. References

General Contract Terms

- An agreement will be issued to the recommended firms upon approval of the firms by City of Odessa's Board of Aldermen.
- The costs agreed to are to be firm, fixed prices for the entire contract period and are not subject to increases unless mutually agreeable to both parties. Should an increase be needed, the firm shall be responsible for providing proof of price increase in writing to the City of Odessa not less than thirty (30) days prior to said requested increase.
- The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears.
- The City assumes no obligation for equipment, products, materials, supplies and/or services shipped or provided in excess of the quantity ordered or stated hereunder. Any unauthorized quantity is subject to The City's rejection and shall be returned at the firm's expense.
- The firm shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.

- The City of Odessa reserves the right to accept single line items of the bid and to reject others.
- Any submission may be withdrawn at any time prior to the time specified herein for the opening of submissions, but no submission may be withdrawn for a period of ninety (90) days thereafter. Once the bid has been approved by the Board of Aldermen, the Finance Director, Cathy Thompson, will notify the successful bidder of acceptance of the bid and issue a formal Notice to Proceed.
- The City of Odessa will not be liable for any costs that a Contractor may incur in the preparation of or presentation of the proposal.
- The City of Odessa shall not be obligated to return the Contractor's proposal once submitted, whether the proposal is withdrawn or not.
- The selected bidder shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- The costs agreed to are to be firm and final. Underestimation of the complexity of the task will not warrant an increase in the price. Bidder should make any additional inquiries necessary to properly evaluate its compensation and prepare its bid proposal accordingly.
- Any explanation desired by a bidder regarding the meaning or interpretation of the RFP must be requested in writing with sufficient time allowed for a reply to reach bidders before the deadline for submission.
- The City of Odessa reserves the right to waive any informality, reject any or all proposals and/or cancel this RFP, all without any obligation to the City. The City shall select the vendor which, based upon its response to this RFP, it regards to be the best qualified, responsible, and capable of performing the desired work in a timely fashion at the lowest price.

Proposals should be submitted no later than September 9, 2025 at 5:00 p.m. to the City of Odessa, Missouri. Sealed envelopes should be clearly marked "RFP 25-07 Tree Trimming Services." For more information contact Cathy Thompson, Finance Director – 816.230.5577.

Part III: General Terms and Conditions Pertaining to All City Contracts

Unless otherwise agreed to by the City and the winning bidder, the terms provided herein shall be included in an Agreement between the City and the winning bidder to perform the services provided in this Request for Proposal.

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

2. Contract Documents. This Request for Proposal, including without limitation any completed forms as required by the applicant under the Request for Proposal, and Owner's Notice of Award shall be made a part of any Agreement (the "Agreement") executed between Owner and the winning bidder regarding the subject matter herein.

3. Contract Terms. The performance of this Agreement shall be governed solely by the terms and conditions as set forth in this Agreement and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the Agreement. Any different or additional terms other than those herein contained are hereby objected to.

4. Patents. Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.

5. Interpretation of Agreement. This Agreement shall be construed according to the laws of the State of Missouri.

6. Fund Allocation. Continuance of this Agreement, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.

7. Tax Exempt. The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

8. Provisions Required by Law Deemed Inserted. Each and every provision or law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement will be read and enforced as though such provision were included herein, and if through mistake or otherwise any such provision is not inserted, or

is not correctly inserted, then upon the application of either party the Agreement may be amended to make such insertion or correction.

9. **Termination of Agreement.** In the event this bid establishes a year supply or service contract, such Agreement may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Agreement is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.
10. **Acts of God.** To the extent permitted by law, neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.
11. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this Agreement or affirm the Agreement and hold Contractor responsible for damages.
12. **Compliance With Applicable Laws.** Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this Agreement, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.
13. **Execution of this Agreement.** Unless otherwise specified, the Agreement shall include a Notice of Award and a copy of the signed bid and all attachments thereto. These documents become the Agreement and contract between the parties hereto. Both parties thereby accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in the agreed upon bid. Items not awarded, if any, will be deleted.
14. **Contractor's Invoices.** The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5.

Final payment shall be in a lump sum (unless progress payments are approved prior to award) after Contractor has performed, to the City's satisfaction, all duties imposed upon

it by the contract documents, allowing thirty (30) days minimum for payment.

15. **Inspection and Acceptance.** No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonably opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).
16. **General Guaranty and Warranty.** The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.
17. **Regulations Pursuant to "Anti-Kickback Act".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c), and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.
18. **Changes in Project.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Agreement in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of the Agreement prior to the Contractor performing the work required by the change. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Agreement. All work shall be executed under the terms of this Agreement. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

19. **Assignments.** Neither Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part, their interest under any of the Agreement documents and

specifically the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

- 20. Sub-Contracts.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor and the City has approved the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the Owner.
- 21. Debarment.** The Contractor hereby certifies that it is not on any State or Federal debarment or convicted violator list in relation to the construction of public works. The Contractor certifies that it shall not utilize any subcontractors who are on any State or Federal debarment or convicted violator list in relation to the construction of public works.
- 22. Accident Prevention and Training.** The Contractor is informed that the work provided in this Agreement is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body Two Thousand Five Hundred Dollars (\$2500.00) plus One Hundred Dollars (\$100.00) a day for each employee who is employed without training.

 - (a) In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in Section 25 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Agreement.
 - (b) Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.
- 23. Non-Discrimination in Employment.** In connection with the furnishing of supplies or performance under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

- 24. Minority & Women Business Enterprise Participation.** It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

- 25. Building Regulation, Permits and Law.** Contractor agrees to comply with all current and applicable local codes and ordinances, including the procurement of a City business license, if required by City Code.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$517,306 per occurrence, \$3,448,710 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

- 26. Insurance.** During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

Upon the issuance of the revised limits by the Missouri Department of Insurance, the amounts listed above shall be modified to meet such revised limits. Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance.

However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The procurement of insurance under this Agreement shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff. Certificate of insurance shall include the following statement: The procurement of insurance shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Agreement. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Agreement to the Contractor. The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

27. **Timing.** Upon receipt of Agreement documents fully executed by Owner, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph.
28. **Missouri Immigration Law Affidavit.** The Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. The Contractor provider shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. The Contractor shall provide with their bid specifications and bonding information an affidavit that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.
29. **Anti-Discrimination Against Israel.** The Contractor hereby certifies that in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel. This provision shall not apply if the Contractor employs fewer than ten employees or if the work has a value of less than one hundred thousand dollars.
30. **Buy American.** Pursuant to 34.353, RSMo., any manufactured goods or commodities used or supplied in the performance of this Agreement and any subcontract of this Agreement shall be manufactured or produced in the United States. This section shall not apply if this Agreement is valued at less than twenty-five thousand dollars. This section shall not apply when only one line of a particular good or produce is manufactured or produced in the United States.
31. **Prevailing Wages.** It is agreed that all labor utilized in the performance of this Agreement shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor

and Industrial Relations of the State of Missouri. The Contractor will forfeit the penalty to the City of Odessa of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. It is the responsibility of the Contractor to maintain these records and provide them to the City upon request. Failure to do so shall be considered a material breach of this Agreement.

- 32. Labor and Materials Payment Bonds.** The Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Agreement conditioned upon the payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.
- 33. Performance Bond.** The Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of this Agreement conditioned upon the performance of all work described in this Agreement. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its performance of the work described herein, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.
- 34. Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.
-

Part IV: Supplemental Bond and Prevailing Wage Terms Specific to the Project

1. Bid Bonds.

Bid Bond Not Required	<u> X </u>
-----------------------	------------------

Bid Bond Required _____

Note the following if bid bond required:

Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank draft in the amount of 5% of the total bid price payable to the City of Odessa for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder: a) withdraws its bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City, whether or not the bidder at the time of such withdrawal has been designated as successful bidder; or b) upon written notification of the award of contract to bidder he/she/it fails to properly sign and deliver to the City within fourteen (14) days labor and materials and performance bond (if required) as well as certificates of insurance.

The bidder further agrees that the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages on the reasons stipulated above.

2. Payment and Performance Bonds:

Payment and Performance Bond Not Required	<u>X</u>
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Payment and Performance Bond Required

Note the following if performance bond required:

Within seven (7) days of the Notice to Proceed, Contractor shall furnish to the City a contract performance bond and a labor and material payment bond. The bonds shall be executed with the proper sureties, through a company licensed to do business in the State of Missouri, and named on the current list of "surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff of the Bureau of Accounts and Treasury Department. The date of the bonds shall be prior to the date the work is commenced by the Contractor. The performance bond and the labor and materials payment bond shall be in the amount of the full contract price, guaranteeing the performance of the work described in the Contract and the payment of all bills, labor, and obligations arising from the performance of the contract, and otherwise conditioned as required by law. The bonds shall be automatically increased in the amount and extended in time without formal and separate amendments to cover full and faithful performance of the

contract in the event of change orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change in the contract price. At any time during the continuance of the contract that the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties which contractor shall furnish to the satisfaction of the City within five (5) days after notice to do so.

3. Prevailing Wage Will Be Required on all Public Works Projects Where the Total Project Value Exceeds \$75,000. Contractor's payments to its employees must be for not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, and must be paid to all workers performing work under the contract. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less by any subcontractor. A legible list of all prevailing wage rates must remain posted in a prominent and easily acceptable place at the worksite by each contractor and subcontractor on the project. The Contractor agrees to submit certified payrolls and an affidavit of compliance to ensure compliance with prevailing wage requirements.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (Company)

PART V: FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

1. Agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" and deliver the same to the City prior to or contemporaneously with the execution of its contract;
2. Affirms it is enrolled in the "E-Verify" work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided;
3. Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
4. Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
5. Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
6. Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

7. Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the City of Odessa.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (Company)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

- a. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
- b. I am employed by _____ ("Company") and have authority to issue this affidavit on its behalf.
- c. Company is enrolled in and participating in the United States E-Verify federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to the City of Odessa, to the extent allowed by E-Verify.
- d. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the City.

FURTHER AFFIANT SAYETH NOT.

By: _____

(Signature) Print Name/Title: _____

On Behalf of: _____ (Company)

STATE OF _____)
) ss.
COUNTY OF _____)

Submitted and sworn to before me this _____ day of _____, 2025.

Notary Public

Print Notary Name

My commission expires:

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this _____ day of _____, 2025.

(Authorized Representative Signature)

(Authorized Representative Name/Title)

(Company Name)

(Address)

(City, State, Zip)

(Phone Number/Fax Number)

(Email Address)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

PART VI: Bid Page

Tree Trimming Maintenance

Bidder must complete the following section in its entirety, sign and date where indicated.

A. TOTAL PRICE:

Hourly Base Rate	
Tree Removal	\$
Tree Pruning	\$
Emergency Tree Service Rates	\$

B. ACCEPTANCE OF BID BY CITY:

The City shall have _____ calendar days (60 calendar days unless a different period is inserted by bidder) from the date of opening, to accept bidder's offer.

C. START TIME _____ CALENDAR DAYS

D. TERMS / DISCOUNTS: Net _____ DISCOUNTS OFFERED: _____% _____
DAYS
(after receipt of invoice for prompt payment)

E. SIGNATURE(S):

Company Name and Address

Signature (Authorized Representative)

Title

Telephone

DATE _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 054
LAFAYETTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$25.56*
Boilermaker	\$25.56*
Bricklayer-Stone Mason	\$25.56*
Carpenter	\$65.96
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.56*
Plasterer	
Communication Technician	\$25.56*
Electrician (Inside Wireman)	\$74.67
Electrician Outside Lineman	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.56*
Glazier	\$25.56*
Ironworker	\$78.77
Laborer	\$50.77
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.56*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.56*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.56*
Plumber	\$83.90
Pipe Fitter	
Roofer	\$25.56*
Sheet Metal Worker	\$25.56*
Sprinkler Fitter	\$25.56*
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
LAFAYETTE County

Section 054

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.56*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.46
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.20
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

CITY OF ODESSA, MISSOURI
CONTRACTOR/SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2025
between the City of Odessa, Missouri, ("**City**"), and Poor Boy Tree Service, Inc. 273 E 410th Rd,
Fair Play, MO 65649 ("**Contractor**").

RECITALS:

WHEREAS, the City has caused to be published an advertisement for and in connection with the tree trimming and removal services within a 20 ft area of Odessa owned electric lines "**Project**"; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed proposal in accordance with the terms of the advertisement; and

WHEREAS, the City, in the manner prescribed by law, publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as a result of the canvass, has determined and declared the Contractor to be the lowest and best Contractor for the work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy of which is attached to and made part of this Contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreement herein contained, the parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, or themselves, or its or their successors and assigns, or its or their executors and administrators, as follows:

SECTION 1. SCOPE OF WORK

- A. **Tree Removal:** The Contractor shall remove trees deemed necessary for removal by the Electric Superintendent.
- a. Felling of trees larger than 12" DBH shall not be permitted. All trees shall be limbed out using appropriate rigging techniques to protect public safety and prevent unnecessary damage to surrounding turf, trees, shrubs and landscape plantings. Sidewalks, curbs, streets manhole structures and associated hardscape shall be protected from the impact of falling wood. Any and all damage to public or private property shall be reported to the Electric Superintendent immediately.
 - b. All work shall comply with ANSI Z133-2017 safety standards.
- B. **Tree Pruning:** The Contractor shall prune trees designated by the Electric Superintendent. Trees designated for pruning will be pruned of all dead, diseased, dying, doubled or broken limbs greater than two (>2) inches in diameter. In the case of ornamental/specimen trees, shaping for aesthetics may be requested.

- a. All pruning shall follow ANSI A300 (Part 1) – 2017 Pruning standards
 - b. All work shall comply with ANSI Z133-2017 safety standards.
- C. **Emergency Service:** The Contractor shall be available to respond on an emergency basis to remove or trim trees in or near the electrical system that present an imminent danger to the public. The Contractor shall be available within 48 hours of notification by a representative of the City. Emergency service can only be ordered by the Department Superintendent, Lead Journeyman or City Administrator.
- a. All pruning shall follow ANSI A300 (Part 1) – 2017 Pruning standards
 - b. All work shall comply with ANSI Z133-2017 safety standards.
- D. **Job Performance Requirements:**
- a. **Debris and Chip Disposal:** The Contractor is responsible for the disposal of all logs, limbs, chips and debris generated by work described. The City will provide an area for chip disposal but will not accept any debris that is not chipped or smaller.
 - b. **Access:** Bucket/chipper truck access is limited to City service roads, parking lots and public streets. Operation of equipment “off-road” will require, at a minimum, ¾” plywood planking to prevent soil compaction.
 - c. **Site Clean-Up:** The site should be restored, as close as reasonably practical, to conditions existing prior to work commencing. The Contractor shall chip all trees, limbs and tree debris from sites and dispose of debris. The Contractor shall clean up the site and remove and dispose of all debris at the end of each day’s operation. Limbs and trunks temporarily placed in City areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and/or pedestrians. Logs left lying on the ground awaiting pick-up shall be sufficiently blocked to prevent movement. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, lawn areas and driveways with appropriate tools for the job.
 - d. **Protection of Property:** The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real and/or personal property. Holes or ruts made in the lawn, regardless of size, shall be filled with sandy loam soil and seeded with a turf grass lawn seed mix. Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.
 - e. **Safety Standards:** All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standards Z-13302017 and A300 (Part 1) – 2017, or as amended. Blocking of public streets shall not be permitted unless prior arrangements have been made with the City or its representatives. The Contractor shall provide adequate barricades, flag person(s), signs and/or warning devices during the performance of the Contract to protect the motorists and pedestrians. All placements of cones, signs and barricades must conform to the current Manual on Uniform Traffic Control Devices. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection. The Contractor shall comply with all requirements of the City of Odessa Police Department regarding blocking

of public streets and traffic safety.

- f. **Work Hours:** Between 7:00 a.m. and 6:00 p.m., Monday through Friday. Work on weekends and holidays is not allowed unless it is deemed an emergency and a weekend work permit has been approved by the City.

SECTION 2. CONTRACT PRICE AND TERM

The City, shall pay to the Contractor for the performance of the Work the amount of one hundred seventy-eight dollars and 62 cents per hour. (\$178.62/hour). Storm pricing outlined in Exhibit A.

The Contractor shall be required to keep track of the amount of work performed under this Contract at all times; and any work, materials, supplies or expenses in excess of this fixed sum shall not be eligible for payment unless the parties agree in writing before additional costs are incurred. The Contractor shall notify the City if the Contractor anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation.

The term of this Contract shall be for one year from the date of mutual execution. This Contract may be renewed for successive one year periods by prior written agreement of both parties. This Contract shall not prohibit the City from utilizing tree removal and trimming services from persons or entities that are not the Contractor.

SECTION 3. GENERAL TERMS AND CONDITIONS PERTAINING TO ALL CITY CONTRACTS

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Contractor", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this Contract and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

2. Contract Terms. The performance of this Contract shall be governed solely by the terms and conditions as set forth in this Contract and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the Contract. Any different or additional terms other than those herein contained are hereby objected to.

3. Patents. Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.

4. **Interpretation of Contract.** This Contract shall be construed according to the laws of the State of Missouri.
5. **Fund Allocation.** Continuance of this Contract, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.
6. **Tax Exempt.** The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
7. **Provisions Required by Law Deemed Inserted.** Each and every provision or law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract will be read and enforced as though such provision were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract may be amended to make such insertion or correction.
8. **Termination of Contract.** This Contract may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the Contract is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Contractor will be liable for excess costs occasioned thereby.
9. **Acts of God.** To the extent permitted by law, neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.
10. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this Contract or affirm the Contract and hold Contractor responsible for damages.
11. **Compliance With Applicable Laws.** Contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.
12. **Execution of this Contract.** Unless otherwise specified, the Contract shall include a Notice of Award and a copy of the signed bid and all attachments thereto. These documents become the Contract and agreement between the parties hereto. Both parties thereby accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning Contractor is as set forth in this Contract. Items not awarded, if any, will be deleted.
13. **Contractor's Invoices.** The City shall not make any advance deposits. Payment for all

equipment, supplies and/or services required herein shall be made in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5.

Final payment shall be in a lump sum (unless progress payments are authorized by this Contract) after Contractor has performed, to the City's satisfaction, all duties imposed upon it by the contract documents, allowing thirty (30) days minimum for payment.

- 14. Inspection and Acceptance.** No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonably opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).
- 15. General Guaranty and Warranty.** The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- 16. Regulations Pursuant to "Anti-Kickback Act".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c), and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.
- 17. Changes in Project.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Contract in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this Contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of the Contract prior to the Contractor performing the work

required by the change. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Contract. All work shall be executed under the terms of this Contract. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

- 18. Assignments.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part, their interest under any of the Contract documents and specifically the Contractor shall not assign any monies due or to become due without the prior written consent of the City.
- 19. Sub-Contracts.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor and the City has approved the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the City.
- 20. Debarment.** The Contractor hereby certifies that it is not on any State or Federal debarment or convicted violator list in relation to the construction of public works. The Contractor certifies that it shall not utilize any subcontractors who are on any State or Federal debarment or convicted violator list in relation to the construction of public works.
- 21. Non-Discrimination in Employment.** In connection with the furnishing of supplies or performance under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.
- 22. Minority & Women Business Enterprise Participation.** It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not

qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

- 23. Building Regulation, Permits and Law.** Contractor agrees to comply with all current and applicable local codes and ordinances, including the procurement of a City business license, if required by City Code.
- 24. Insurance.** During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$517,306 per occurrence, \$3,448,710 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

Upon the issuance of the revised limits by the Missouri Department of Insurance, the amounts listed above shall be modified to meet such revised limits. City will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of City as an additional insured shall not in any way nullify coverage for claims or actions City may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The procurement of insurance under this Contract shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff. Certificate of insurance shall include the following statement: The procurement of insurance shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Contract. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Contract to the Contractor. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

25. **Timing.** Upon receipt of Contract documents fully executed by the City, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph.
26. **Missouri Immigration Law Affidavit.** The Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. The Contractor provider shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract. The Contractor shall provide with their bid specifications and bonding information an affidavit that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work. The Contractor shall provide new affidavits pursuant to this requirement on an annual basis.
27. **Anti-Discrimination Against Israel.** The Contractor hereby certifies that in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel. This provision shall not apply if the Contractor employs fewer than ten employees or if the work has a value of less than one hundred thousand dollars.
28. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.
29. **Conflicts.** Any Contractor or signee of this Contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the Board of Aldermen or Mayor in writing at the time of the execution of this Contract. A violation of this provision renders this Contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.
30. **Assignment.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other

financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract, though City will attempt to so notify any such assignee.

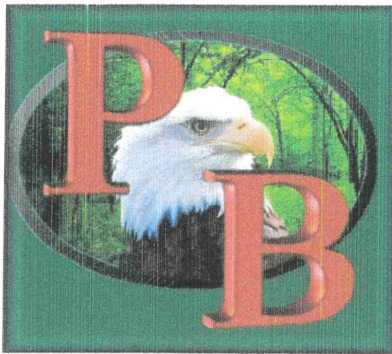
- 31. General Independence Service Provider.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor.
- 32. Entire Agreement.** This Contract contains the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both Parties.
- 33. Severability.** If any term of provision of this Contract is held invalid or unenforceable the remainder of this Contract will be considered valid and enforceable to the fullest extent permitted by law.
- 34. Notice.** All notices hereunder shall be addressed as follows:

The City of Odessa, Missouri
PO Box 128 / 228 S 2nd Street
Odessa, MO 64076
816-230-5577

Contractor:
Poor Boy Tree Service, Inc
273 E 410th Rd
Fair Play, MO 65649
417-654-2774

SECTION 4. EFFECTIVE DATE

This contract will not be binding and effective until confirmed by the City.



POOR BOY TREE SERVICE, INC.

273 East 410th RD
Fair Play, Missouri. 65649

Office: 417-654-2774
Fax: 888-514-4701

The Right-of-Way

Vegetation Suppression Experts

www.poorboytree.com

2025 Storm Pricing ~ Letter of Understanding

If Poor Boy Tree Service, Inc., has current staff actively working on your Right-of-Way(s) at the time of an event (Wind, Ice, etc.); **We do offer you a discounted rate on your Storm Pricing.**

If only the current crew(s) on your system is all that is needed the storm rate will not be charged.
Time and half will apply for 41-80 hours and after 80 hours, Sundays and Holidays will be invoiced at double time

If additional staff has to be brought in from other customer sites an additional \$ 5.00 per hour will be charged in lieu of our normal storm rates for all staff, above your normal hourly rate.

In addition time and half will start from time dispatched (0 to 80 hours) and after 80 hours, Sundays and Holidays will be invoiced at double time.

If Poor Boy Tree Service does not have staff working at your Right-of Way(s) at the time of an event, you will be invoiced at our normal Storm Pricing rates. (Please see attached 2025 Storm Pricing)

As a loyal customer of Poor Boy Tree Service, Inc. you have the first right of refusal for our logistical support sister company MobileHelp4U.com.

MobileHelp4U.com can accommodate the needs of up to 2000 men for food, lodging, showers, laundry, and other disaster needs.

If you have any questions concerning the above please contact me at 417-654-2774 or by email tyb@poorboytree.com.

Sincerely,

Ty Bewley, President
Poor Boy Tree Service, Inc.



Poor Boy Tree Service, Inc.

273 E. 410th Road
Fair Play, Missouri 65649

Office 417-654-2774
Fax 417-654-8438

The Right-of-Way Vegetation Suppression Experts

www.poorboytree.com

Electric Utility & Storm Removal 2025 Pricing

Description	PRICING ADDEDUM	Regular Time Hourly Rate
01. Coordinator		\$ 95.50
02. Supervisor		\$ 75.50
03. Foreman		\$ 70.50
04. Journeyman		\$ 65.50
05. Apprentice Laborers w/Chainsaw (per man)		\$ 55.50
06. 60' WH aerial bucket truck w/tools		\$ 45.50
07. 70' WH aerial bucket truck w/tools		\$ 55.50
08. Chipper		\$ 22.50
09. Pick Up/Support Trucks (Crew / Public Relations / Supervisor)		\$ 45.50
10. 4x4 90HP+ Tractor With Brown Tree Cutter With Winch		\$ 55.90
11. 4x4 90HP+ Tractor With Side Mount Brush Hog		\$ 64.80
12. Kershaw Skytrim		\$ 126.46
13. Timberland Mechanical Trimmer With Winch		\$ 125.78
14. Hydro-Ax (With Shearer or Mower Deck) With Winch		\$ 125.78
15. Side by Side 4x4		\$ 45.50
16. Track Skid Steer w/Grapple		\$ 75.50
17. Excavator		\$ 190.00
18. Office Organization & Dispatch Cost		\$ 44.47
19. Rubber Tire Loader		\$ 77.50
20. Gooseneck Trailer w/Pickup		\$ 77.80
21. Gooseneck Dump Trailers w/ Pick-Up (26Cubic Yard)		\$ 82.58
22. Self Loader Debris Trailers w/ Truck (80 Cubic Yards)		\$ 158.81
23. Off Road Forklift		\$ 57.17
24. Service Truck		\$ 63.53
25. Service Technician		\$ 66.55

All labor will be invoiced for actual time of travel each way.

Equipment move in / move out will be invoiced at \$5.50 per running mile plus permit cost.

Hourly Labor rate: Time and half from Time dispatched (0 to 80 hours)

Double time after 80 hours and on Sundays and Holidays

All incidental items will be invoice at cost plus fifteen percent (15%).

Customer to furnish all food, housing and fuel.

1/12/25/prs

A two percent (2%) monthly service charge will be applied on all unpaid invoices over thirty (30) days past due



RESOLUTION NO. 2025-27

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH POOR BOY TREE SERVICE, INC. FOR TREE TRIMMING AND REMOVAL SERVICES FOR THE CITY OF ODESSA, MISSOURI

WHEREAS, the City of Odessa published an invitation for bids for professional tree trimming and removal services within a twenty (20) foot area of Odessa-owned electric lines ("Project"); and

WHEREAS, in response to said advertisement, Poor Boy Tree Service, Inc., 273 E 410th Road, Fair Play, Missouri 65649 ("Contractor"), submitted a sealed bid to the City in accordance with the terms specified; and

WHEREAS, after public opening and evaluation of bids, the City determined that Poor Boy Tree Service, Inc. was the lowest and best bidder for the Project; and

WHEREAS, the Board of Aldermen finds it to be in the best interest of the City to enter into a contract with Poor Boy Tree Service, Inc. for the provision of tree trimming and removal services as outlined in the bid documents and contract.

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

SECTION 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City of Odessa a contract with Poor Boy Tree Service, Inc. for tree trimming and removal services, in substantially the same form as attached hereto and incorporated herein by reference.

SECTION 2. The compensation under said contract shall be in the amount of **One Hundred Seventy-Eight Dollars and Sixty-Two Cents (\$178.62) per hour**, with additional storm response pricing as outlined in Exhibit A of the contract.

SECTION 3. The term of this contract shall be for one (1) year from the date of execution, with the option to renew annually upon written agreement of both parties.

SECTION 4. This Resolution shall be in full force and effect from and after its adoption by the Board of Aldermen and approval by the Mayor.

APPROVED AND PASSED by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 13th day of October, 2025.

(SEAL)

ATTEST:

Bryan D. Barner, Mayor

Karen Findora, City Clerk



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Disposition of records that have met the required retention period as prescribed by the Missouri Secretary of State's records retention guidelines.

ACTION REQUESTED: Motion/Second to approve Resolution No. 2025-28, approving the disposition of records that have met the required retention periods in accordance with RSMo Chapter 109

BACKGROUND:

In 1965, the Missouri General Assembly established a State Records Commission to approve retentions for records produced by state agencies. In 1972, Missouri's Business and Public Records Law (Chapter 109) was expanded to include local government, with the Missouri Local Records Board established to set retention times for local government records. Chapter 109 of the Missouri Revised Statutes outlines the procedures for destruction of records and non-record materials.

Exhibit A to the Resolution lists the records from the Finance Department scheduled for disposal by destruction. Once the certification of Destruction section on the disposition list has been signed, the list will be filed and stored as a permanent record to maintain a history of all records the City destroys.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS: Exhibit A: Disposition List (3); Resolution No. 2025-28

PREPARED BY: _____
Karen Findora, City Clerk

DATED: October 13, 2025



**DISPOSITION
LIST
Exhibit A**

The Records Manager respectfully requests authority to destroy the inactive records listed below:

BOX NO. / Item	Date of Record(s)	Contents	Permissible to Destroy Date	Actual Destruction Date
1	2020/2021	Business Licenses	07/2024	
2	2020/2021	Business Licenses	07/2024	
3	2020/2021	Business Licenses	07/2024	
4	July 2019 – Sept 2019	Deposit Receipts	10/2020	
5	FY 2021/2022	Deposit Receipts	02/2024	
6	Jan 2021 – Jun 2021	Deposit Receipts	10/2022	
7	Mar 2018 – Feb 2019	Meter Pages	07/2024	
8	2018	“Governmentor” software Route Book Pages	01/2024	
9	2018	Check Detail Reports	10/2019	
10	Mar 2020 – Jul 2020	End of Day Deposit Records	10/2021	
11	Sep 2015 – Dec 2015	Utility Stubs	10/2017	
12	2012	Tax Receipts	01/2014	
13	2016 – 2017	Payables Check Stubs	10/2019	
14	Jan 2016 – May 2016	Utility Billing Summary	01/2022	
15	Oct 2019 – Mar 2021	End of Day Deposit Records	02/2024	

To be completed by Records Manager:

STATE OF MISSOURI
COUNTY OF LAFAYETTE
CITY OF ODESSA

I, Karen Findora, City Clerk & Records Manager, City of Odessa, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Odessa, Missouri, at its office in Odessa, Missouri, on this _____ day of _____, 20__.

Approved by Resolution _____ - _____



**DISPOSITION
LIST
Exhibit A**

The Records Manager respectfully requests authority to destroy the inactive records listed below:

BOX NO. / Item	Date of Record(s)	Contents	Permissible to Destroy Date	Actual Destruction Date
15	2022 – 2023	Payables, ACH, Duck Blind Permits	4/1/25	
16	2014 – 2015	Liquor License Applications	1/1/19	
17	2016	Monthly Ledgers	10/1/2017	
18	2017	Monthly Ledgers	10/1/2018	
19	2015 – 2019	Customer Deposits	10/1/2022	
20	2007	Revenue Report	10/1/2009	
21	2021 – 2022	Bank Reconciliation	10/1/2023	
22	2022 – 2023	Business License	7/1/2025	
23	2017	Payables invoices	10/1/2019	
24	2022 – 2023	End of day deposit records	10/1/2024	
25	2022	Payables – Tax receipts	10/1/2024	
26	2010 & 2018	Audit preparation documents	10/1/2020	
27	Nov 2017 – Mar 2018	Utility Recap	3/1/2023	
28	2022	Cigarette tax receipts	10/1/2024	
29	2016	Utility Aging Report	1/1/2022	

To be completed by Records Manager:

STATE OF MISSOURI
COUNTY OF LAFAYETTE
CITY OF ODESSA

I, Karen Findora, City Clerk & Records Manager, City of Odessa, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Odessa, Missouri, at its office in Odessa, Missouri, on this _____ day of _____, 20__.

Approved by Resolution _____ - _____



**DISPOSITION
LIST
Exhibit A**

The Records Manager respectfully requests authority to destroy the inactive records listed below:

BOX NO. / Item	Date of Record(s)	Contents	Permissible to Destroy Date	Actual Destruction Date
30	2023 - 2024	Utility applications & receipts		
31	2018 - 2019	Dog tags		
32	2022 - 2023	Accounts Payable Invoices	10/1/24	
33	2023 - 2024	Utility payment receipts	10/1/25	
34	2022 - 2023	Utility payment receipts	10/1/24	
35	10/2019 - 3/2021	End of day deposit records	10/1/22	
36	2018 - 2021	UMB Bank statements	10/1/24	
37	2021	Utility payment receipts	10/1/22	
38	2023 - 2024	End of day deposit records	10/1/22	
39	2023 - 2024	Accounts Payable Invoices	10/1/25	
40	2022	UMB Bank Statements	10/1/25	
41	2011	FEMA receipts	1/1/18	
42	1998 - 2021	Bank statements	10/1/24	
43	2017 - 2020	Bank reconciliation	10/1/23	
44	1995 - 1996	Accounts payable invoices	4/1/98	

To be completed by Records Manager:	Approved by Resolution _____ - _____
<p>STATE OF MISSOURI COUNTY OF LAFAYETTE CITY OF ODESSA</p> <p>I, Karen Findora, City Clerk & Records Manager, City of Odessa, a municipal Corporation within and for said County and State aforesaid, do hereby certify that the attached is a true and complete enumeration of records which will be destroyed by recycling, throwing away, deleting, or shredding.</p> <p>IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Odessa, Missouri, at its office in Odessa, Missouri, on this _____ day of _____, 20__.</p>	



RESOLUTION 2025-28

RESOLUTION APPROVING THE DISPOSITION OF RECORDS THAT HAVE MET THE REQUIRED RETENTION PERIODS IN ACCORDANCE WITH RSMO CHAPTER 109 AND APPLICABLE STATE RETENTION SCHEDULES

WHEREAS, Chapter 109 of the Missouri Revised Statutes outlines the necessary procedure for destruction of records and non-record materials, and the City of Odessa has adopted procedures to comply with those statutory requirements; and

WHEREAS, the disposition of records that have met the required retention periods provides for efficient and cost-effective management of City records, reduces physical and electronic storage costs, and reduces the liability of the City of Odessa for housing inactive records beyond the required retention period that may be subject to discovery during pending litigation; and

WHEREAS, it has been determined that certain records of the City of Odessa have been maintained for the maximum duration of the applicable retention period and are therefore eligible for destruction, and should be destroyed under the supervision of the City Clerk.

WHEREAS, a copy of the Disposition that lists the records, the retention periods, and the allowed disposition dates is attached to this Resolution as Exhibit "A".

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

THAT, the City Clerk is hereby authorized and directed to destroy by appropriate means those records of the City of Odessa that are eligible for destruction.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 13th day of October, 2025.

(SEAL)

By: _____
Bryan D. Barner, Mayor

ATTEST:

By:

Karen Findora, City Clerk

BILL NUMBER: 2023-23

ORDINANCE NUMBER: 3109

AN ORDINANCE AMENDING CHAPTER 12, BUSINESS, ARTICLE I. IN GENERAL SECTION 12-1 DEFINITIONS AND CHAPTER 12 BUSINESSES, ARTICLE II. LICENSES, DIVISION 3 – MOBILE FOOD VENDORS SECTION 12-76 – 12-80 OF THE CODE OF ORDINANCES OF THE CITY OF ODESSA, MISSOURI, RELATING TO MOBILE FOOD VENDORS

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

WHEREAS, the City of Odessa, Missouri Code of Ordinances was recodified in April 2021; and

WHEREAS, from time to time, the Code of Ordinances may be amended, supplemented, modified, or repealed by the Board of Aldermen; and

WHEREAS, after staff review of Chapter 12 Business, it was determined the Chapter required necessary updates to reflect appropriate regulations on mobile food vending; and

WHEREAS, it is desirous to the City to encourage mobile food vendors within its limits; and

WHEREAS, Chapter 12, Business – Mobile Food Vendors has been added to reflect changes associated with adding mobile vending to Chapter 12; and

WHEREAS, Appendix A – Schedule of Fees and Charges has been amended to reflect changes associated with adding mobile vending to Chapter 12; and

WHEREAS, the Board of Aldermen is authorized by 79.110, RSMo. to enact any and all ordinances that are not repugnant to the Missouri Constitution and Missouri law and that are deemed expedient for the good government of the City, the preservation of peace and good order, the benefit of trade, commerce, and the health of the inhabitants of Odessa; and

WHEREAS, the Board of Aldermen believes the amendments and updates to Chapter 12 and Appendix A are in the best interest of the citizens of the City of Odessa.

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

SECTION 1. Chapter 12 Businesses, Article 1. In General, Section 12-1. Definitions. shall be amended to include the following Definitions:

Food shall mean any edible substance, beverage, or ingredient used or intended for use or for sale in whole or in part of human consumption.

Mobile Food Vending shall mean, including but not limited to, the direct sale of food and other retail goods to a customer from a mobile unit.

Mobile Food Vendor shall mean, including but not limited to, any person, corporation, association, or other entity, however, organized, that uses a mobile unit to offer direct sale of foods and other retail goods to a customer from a mobile unit.

Mobile Food Unit shall mean any non-permanent structure that is a self-contained vehicle, trailer, cart, manually propelled pushcart or other type of conveyance form in which food and goods are offered for sale. Mobile units typically stand stationary in the same place for more than ten (10) minutes at a time.

City-Sponsored Event shall mean any community event taking place on city or park property that is hosted, organized, or sponsored, at least in part, by the City.

SECTION 2. Chapter 12 Businesses, Article II. Licenses, Division 3 - Mobile Food Vendors Sec. 12-76 - 12-80 shall be created and shall read as follows:

Sec. 12-76 License Required

It shall be unlawful for any Mobile Food Vendor to conduct any business or nonprofit enterprise or operate a mobile unit within the City limits without first obtaining a City business license and paying the license fee in the amount provided in the schedule of fees and charges. License fees paid, and licenses obtained pursuant to this article shall be in addition to any other fees or permits required pursuant to this Code or any other ordinances of this City.

Sec 12-77 Mobile Food Vendor Business License Requirements

An applicant for a mobile vendor business license shall submit a completed business license application to the City Clerk accompanied by the license fee in the amount provided in the schedule of fees and charges. The license shall be effective upon approval and expire on June 30th of each year. Mobile vendor business licenses are nontransferable. Each unit operating in the City is required to obtain its own business license. City business licenses must be conspicuously displayed in the mobile unit while it is operating within the City limits. Mobile units shall comply with all required State Federal, and City laws, including, without limitation, building and fire codes related to their equipment and operations, and shall obtain applicable Lafayette County health permits and any other City-required inspections and/or permits before beginning operations. Failure to do so may result in suspension or revocation of the business license.

Sec. 12-78 Mobile Food Vendor Operating Regulations

- A. Mobile Food Units may operate in the public right-of-way open to traffic or parking, but only from a parked location where a motor vehicle is authorized to park by law, signage, or permit. The location must not block fire hydrants, fire lanes, or fire department connections.
- B. The Mobile Food Unit must be wholly contained within designated on-street or off-street parking spaces. The Mobile Food Unit may not utilize more than one parking space at one time. Parking in handicap-accessible parking spaces or permit-required parking spaces is prohibited.

- C. Mobile food vending may only occur with the serving side of the Mobile Food Unit horizontally facing the sidewalk and away from the street when in the public right-of-way, except as part of a City-sponsored event where such activity may be allowed.
- D. Mobile Food Units may not park on the sidewalk.
- E. Mobile food operations, including but not limited customer queues, designated spaces for eating, and the size of the Mobile Food Unit, shall not impede or hinder vehicular or pedestrian traffic or impede the sight triangle.
- F. If directed by a police officer or other authorized City personnel, operations may be suspended and a Mobile Food Unit may be ordered to move to avoid congestion or impeding traffic.
- G. Mobile vendors may only park their Mobile Food Units on improved surfaces, except as part of a City-sponsored event where such activity may be allowed.
- H. Mobile Food Units may not be left unattended in a public right-of-way nor parked overnight in a public right-of-way, except as part of a City-sponsored event where such activity may be allowed.
- I. No Mobile Food Vendor shall have any exclusive or perpetual right to any location in the City.
- J. Mobile Food Vendors may not operate on private property without the expressed written consent of the private property owner. Such written consent shall be exhibited upon request. Mobile Food Vendors may not operate on City Park property, with the exception of Railroad Park, without the expressed written consent of the Park Director or his/her designee. Such written consent shall be exhibited upon request.
- K. At Railroad Park, a maximum of four (4) licensed Mobile Food Vendors are allowed to operate between 6 a.m. and 9 p.m. The operating slots will be on a first-come, first-serve basis. It is prohibited for any Mobile Food Vendor to operate when a Board-approved Special Event Permit has been issued unless the Special Event Permit Applicant has provided written consent.
- L. The use of outdoor lighting is prohibited, except for adequate lighting around the Mobile Food Unit to ensure customer safety and for the lighting of a menu attached to or next to the side of the mobile unit.
- M. Mobile Food Vendors shall comply with all City ordinances regulating signage.
- N. Mobile Food Vendors shall comply with all City ordinances regulating noise.
- O. Mobile Food Vendors shall operate all aspects of the business (cooking, sales, storage, etc.) within the Mobile Food Unit.
- P. A refuse container must be provided by the vendor for use by customers when food is sold. The container shall be sufficient size and placed close to the Mobile

Food Unit and not impede vehicular or pedestrian traffic. Prior to leaving a location, the Mobile Food Vendor shall pick up and properly dispose of any trash or litter within twenty (20) feet of the location. Refuse containers and their contents shall be removed from the location by the Vendor. Contents shall not be deposited in public trash containers on City property.

- Q. Mobile Food Vendors shall supply, at the Vendor's expense, all equipment necessary to conduct the business. Any power required for the Mobile Food Unit shall be self-contained and will not draw its power from the public right-of-way. No power cable or equipment shall be extended at grade unless covered to prevent tripping hazards. No power cable or equipment shall be extended overhead across any public street, alley, or sidewalk.
- R. Mobile Food Units may operate in the City seven (7) days a week between the hours of 6 a.m. and 9 p.m. Approval by the Board of Alderman is required for Mobile Food Units operated outside of 6 a.m. and 9 p.m., except as part of a City-sponsored event.
- S. Mobile Food Vendors may not park directly in front of a business without express written permission from the business. Mobile vendors selling food or drink may not park within fifty (50) feet of the main entrance of a restaurant during the hours in which food or drink is sold within such restaurant without express written permission from the restaurant. All measurements shall be made from the closest point on a mobile food unit to the main entrance of the restaurant.
- T. It shall be unlawful for Mobile Food Units to sell any alcoholic drinks or food without obtaining proper State, County and City permits.

Sec. 12-79 Mobile Unit Standards

All Mobile Food Units shall be maintained in good, operable condition and shall, at all times, be capable of being moved, except for the hours that the Mobile Food Unit is engaging in preparing and selling food. The exterior of all Mobile Food Units shall be maintained in good repair, shall be sound, shall be free from peeling paint, and shall be clean and sanitary so as not to pose a threat to public health, safety, and welfare of the City and customers. All mobile units shall have operable fire suppression equipment or devices as required by local, state, or federal law.

Sec. 12-80 Other ordinances applicable

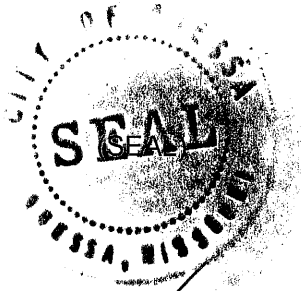
All Mobile Food Unit business licenses are subject to all City ordinances, including procedures for obtaining, suspending, and revoking business licenses as provided in Chapter 12, Article II.


SECTION 3. Appendix A – See City Fee Schedule for license fee amount.

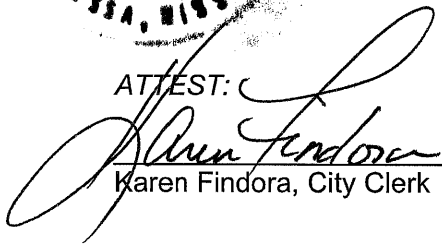
SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 23rd day of October 2023.




Stephen L. Wright, Mayor

ATTEST: 
Karen Findora, City Clerk

APPROVED: 
Stephen L. Wright, Mayor

STRATEGIC PRIORITIES REPORT

City of Odessa, Missouri – Board of Aldermen

September 2025



Table of Contents

INTRODUCTION	3
WHAT'S YOUR WHY?	3
CONTEXT FOR THE CONVERSATION	4
PRIORITY SETTING	5
PROBLEM DIAGNOSIS	7
DEFINING SUCCESS	8
CONCLUSION	9
EXHIBIT A: IMPLEMENTATION PLAN	10

INTRODUCTION

EverStrive Solutions was engaged to facilitate a strategic planning retreat for the Odessa Board of Aldermen on Monday, June 2, 2025. This summary report offers brief descriptions of workshop activities and outcomes. The facilitation slide deck is available online: [click here](#). Participants are listed below.

Board of Aldermen:

1. Mayor Bryan Barner
2. Mickey Starr – Ward 1
3. Karla Polson – Ward 1
4. Mike Plachte – Ward 2
5. Donna Ehlert – Ward 2
6. Collin Carrigan – Ward 3
7. Bruce Whatsitt – Ward 3

Odessa Staff:

1. Shawna Davis – City Administrator

Following the strategic planning retreat, city staff developed action steps to address the board's top priorities. These action steps are captured in Exhibit A: Implementation Plan along with measures of success that may be used to communicate progress to the public.

WHAT'S YOUR WHY?

The mayor and aldermen were asked to consider their motivations for their public service and the legacy they hope to leave as a Board of Aldermen. The following themes emerged.

Motivations for Public Service

Participants expressed a deep personal connection to their communities as a primary motivation for public service. Many cited a desire to care for Odessa—a community where they grew up or currently reside—and a commitment to ensuring the city continues to thrive. This sense of belonging and emotional investment was often rooted in childhood experiences and a strong identification with local values and culture.

Several individuals emphasized the importance of managing community growth, including physical development, business investment, and expansion of the tax base. Others were driven by a passion for advocacy and a desire to give residents a voice in local decision-making.

Some were recruited into public service or felt it was the right time to give back to their communities. Curiosity about governmental processes and a belief in the value of their ideas also played a role in their decision to serve.

Vision for Community Legacy

A shared aspiration among participants was to build a community that residents are proud of and eager to invest in. They envisioned a place where civic engagement is revitalized and where progress

is visible and meaningful. There was a strong emphasis on addressing current challenges while planning for future needs.

Participants highlighted the importance of preserving community character—described as kind, humane, and forgiving—and fostering a sense of unity between government and citizens. Overcoming divisions and working collaboratively were seen as essential to achieving this vision.

Commitment to Organizational Legacy

The conversation also reflected a collective commitment to transparency, trust, and cooperation. The Board hopes that citizens will understand that elected leaders are doing their best with available resources. There is a desire to routinize regular planning processes to ensure community plans remain dynamic and responsive to current conditions. The group expressed a strong desire to care for people and leave behind a legacy of thoughtful, inclusive governance. Ultimately, the group expressed a strong desire to care for their people and leave behind a legacy of thoughtful, inclusive, and effective government.

CONTEXT FOR THE CONVERSATION

Prior to the workshop, city staff administered a survey to the public to gather input about the city's approach to economic development. EverStrive Solutions conducted two focus groups with fifteen total participants who represented various community perspectives including the school district, Lafayette County, older adults, youth, business, media, and faith based. The facilitators presented the input gathered from these public engagement opportunities, summarized as follows:

Key Strengths Identified by the Community (Economic Development Survey)

- **Small Town Feeling** – Most valued aspect of living in or visiting Odessa.
- **Access to I-70** – Important for connectivity and convenience.
- **Affordable Housing** – Recognized as a major benefit.
- **Community Pride & Events** – Strong sense of belonging and active local engagement.
- **Quality of Life** – 90.3% rated it three or higher on a 5-point scale.

Top Challenges Facing Odessa (Economic Development Survey)

1. Deteriorating Roadways
2. Lack of Retail and Basic Services
3. Limited Restaurant Options
4. Job Opportunities
5. Aging Infrastructure

Community Sentiment on Growth

Eighty-eight percent (88%) of survey respondents support growth (rated three or higher). The focus group participants affirmed this rating. Participants understand that growth is necessary for the community to continue to thrive and to generate the tax income necessary to maintain quality services. One participant noted that, “small town is a feeling, not a size.” The city can be proactive about growth while simultaneously pursuing development that is consistent with the community's scale and character. There is strong interest in revitalizing the outlet mall, continuing to support

downtown, and attracting new businesses like a grocery store, restaurants and retail. There is also desire for different types of housing (senior housing and more affordable single-family homes) and commercial/industrial development that includes good-paying jobs.

Additional Focus Group Insights

- **Points of Pride:** Committed citizens, strong schools, friendly atmosphere, downtown investments. There were several positive comments about the quality of staff.
- **Top Priorities for the Next 5 Years:**
 - Development – need to improve customer service to make the process clear and efficient for applicants; the city needs to update keep regulatory tools such as the comprehensive plan and zoning ordinance.
 - Infrastructure upgrades (power, sewer, water)
 - Street and sidewalk maintenance
 - Police station
 - Code enforcement
 - Parks and Recreation – the current facilities and programming are admirable for the size of community.
- **Community Engagement:** Participants appreciated the opportunity to provide input and cautioned the city to follow-through on planning efforts. Several prior citizen-driven processes resulted in recommendations that were rejected by the Board of Aldermen, causing frustration among the volunteers who dedicated time to the process. The community is eager for more informal opportunities to engage with the Board of Aldermen. Regular business meetings do not offer a forum for open dialogue. Several prior ballot questions have failed, so the city must be intentional to rebuild trust with the public and develop funding strategies that can gain public support.
- **Willingness to Help** – Participants are proud that Odessans support their neighbors and come together to solve problems. This willingness to help neighbors does not always translate to the community at large. Work is needed to help re-establish a mindset of teamwork and collaboration between city hall and the public.

PRIORITY SETTING

Board members worked individually and then in small groups to brainstorm their ideas for priorities that the city can influence. Ideas were grouped in one of four quadrants on a matrix according to their urgency and criticality. Duplicates indicate differences of opinion about categorization because all input was captured at this stage.

1. Critical – essential need for the community that must be addressed
2. Not Critical – nice to do, but not MUST do
3. Urgent – By the end of the next fiscal year
4. Not Urgent – 2027 and beyond

Category	Ideas
Critical + Urgent	Police station (4)
	Redundant utility sources (water and electric) (3)
	Road repair and maintenance (no chip seal) (2)
	Solid infrastructure (2)
	Redundant water source (2)
	Community engagement (2)
	Use I-70 traffic to our advantage in growth
	Use tax income
	New electric rates
	Fix the dam
	Rent control – resident protection (housing affordability)
Critical + Non Urgent	Industrial business development – old outlet mall (3)
	Historic - People wanting to visit Odessa – tourist draw
	Shopping destination to increase sales
	Improve city ordinances for development (trailer storage, resolutions)
	Emergency shelter
	Street maintenance
	Utility costs
	Better way to encourage community feedback – community forums
Not Critical + Urgent	Grocery store (2)
	Sidewalk & walking safety
	Grants – more time for staff to access
	Industry
	Rental, AirBnb, Hotel
	New builds for housing
	Water pressure and quality
	Annexation
	Pride in property
Not Urgent + Not Critical	Activities for seniors
	Grocery stores / variety of stores
	Dog park
	More community events
	Chickens
	Sidewalks
	Emergency management volunteers
	1912 building
	Community center with multiple activities
	Keep growing park activities
	Recycle/yard waste
	Animal ordinance (dog)

The ideas identified as critical were grouped into common themes. The mayor and aldermen used sticky dots to indicate their preferences among the themes with the following results.

Theme	Priority Preferences
1. Planning	10
2. Community engagement	6
3. Police	5
4. Electric utility	5
5. Water utility	5
6. Streets	5
7. Grocery Store	3
8. Business industry	2
9. Sidewalks	1
10. Destination & tourism	0
11. Fix the dam	0

PROBLEM DIAGNOSIS

After identifying the top six themes for further discussion, participants wrote one sentence for each focus area to capture the problem that needs to be solved. Then the full group discussed and consolidated their work into the following problem statements. Note: topics are listed in alphabetical order and do not reflect a rank order of priorities.

1. Community Engagement

There is a persistent lack of trust and transparency between the government and residents, resulting in low civic participation, ineffective communication, and inadequate support from voters for critical ballot initiatives.

2. Electric

The city's aging electric infrastructure lacks redundancy and dedicated funding for improvements, leading to reliability concerns and high utility rates that hinder economic development.

3. Planning

Odessa lacks a consistent, community-driven strategic planning process that endures beyond election cycles and ensures long-term implementation and accountability.

4. Police

The police department operates in an inadequate temporary facility. Among other space challenges, accused offenders and victims often interact, causing safety concerns. Past efforts to secure support to fund improvements have failed due to community mistrust and lack of consensus on cost.

5. Streets

Deteriorating road conditions and insufficient long-term funding have led to public dissatisfaction, with residents demanding more visible and lasting improvements beyond temporary fixes.

6. Water

The city's water system lacks a redundant source, posing a risk to supply reliability, though the issue remains largely unnoticed by the public compared to other infrastructure concerns.

Further Discussion

After discussing the problem statements, the facilitators asked the Board of Aldermen to discuss and confirm that these are the six top priorities for the next five years. The priorities identified indicate that ***Odessa is a community that wants to rebuild public trust to generate the plans and resources necessary to deliver exceptional basic services: electric, water, streets, and police.***

The Board of Aldermen concurred. For the next five years, the City of Odessa will focus on establishing a firm foundation of long-range plans for community development, street maintenance, public safety and utilities. This doesn't preclude delivery of other services or addressing issues as they arise, but the city will focus its limited resources on community engagement and basic services.

DEFINING SUCCESS

After discussing the problems to be solved in each focus area, the Board worked in small groups to define success for each topic. Groups were asked to consider the ideal future state if the City of Odessa is successful at solving the problems identified in the next five years: What's different? Who's impacted? What are people saying? How will we measure success? The discussion is summarized below.

1. Community Engagement

In five years, community engagement extends beyond formal meetings, with residents actively participating in focus groups and collaborative problem-solving efforts. The city and its citizens work together to identify priorities and develop solutions, fostering a culture of mutual trust and shared responsibility.

Measures of Success:

- Increased citizen satisfaction survey ratings related to engagement
- Broader participation in community-led initiatives and forums

2. Streets

A multi-year, community-supported street improvement plan is in place and actively implemented. Regular maintenance and visible progress have altered public perception, with residents recognizing the city's commitment to improvement.

Measures of Success:

- Adoption and execution of a long-term street improvement plan
- Improved citizen satisfaction survey ratings related to street conditions

3. Police

A modern, well-maintained police facility has been constructed and is fully staffed. The Odessa Police Department operates efficiently, collaborates effectively with other departments, and enjoys strong public support. The facility symbolizes the community's investment in safety and professionalism.

Measures of Success:

- Voter approval of funding for the facility
- Reduction in property and violent crime; improved clearance rates
- Increased citizen satisfaction survey ratings related to public safety
- Debt service is on schedule or ahead of schedule

4. Electric

The city has established a reliable electrical backup system, significantly reducing outages. Business rates have been restructured to attract new industry, enhancing Odessa's reputation as a business-friendly community. Infrastructure is prepared to support future growth, and the city may explore its own power generation capabilities.

Measures of Success:

- Growth in business assessed valuation
- Decreased frequency and duration of power outages
- Infrastructure readiness for industrial expansion

5. Planning

A successful industrial park has been developed, generating jobs and contributing to lower utility costs. Odessa is no longer viewed solely as a bedroom community, with more residents living and working locally. The city experiences economic growth, and the community acknowledges the positive transformation.

Measures of Success:

- Increased city revenues
- Population growth tied to local employment
- Evidence of follow-through on plans by current and past leadership

6. Water

The city has secured an emergency water source and upgraded its treatment facilities. A clear, long-term plan guides infrastructure improvements, and water quality is consistently high. Public complaints about water taste and hardness have significantly declined.

Measures of Success:

- Improved and consistent water quality
- Reduced frequency of water-related complaints

CONCLUSION

The 2025 Odessa Strategic Planning Retreat marked a pivotal step in aligning the City's leadership around a shared vision for the future. Through thoughtful dialogue, the Board of Aldermen identified six strategic priorities that will guide the City's efforts over the next five years. These priorities reflect a commitment to rebuilding public trust, strengthening core infrastructure, and fostering inclusive, long-term planning. With a unified Board, a dedicated staff, and a community eager to be involved, Odessa is well-positioned to make meaningful progress.

EXHIBIT A: IMPLEMENTATION PLAN

Following the strategic planning retreat, city staff developed action steps to address the board's top priorities and further refined the measures of success that can be used to demonstrate progress to the public.

STRATEGIC PILLAR 1: COMMUNITY ENGAGEMENT			
Problem Statement	Measures of Success	Action Items	
There is a persistent lack of trust and transparency between the government and residents, resulting in low civic participation, ineffective communication, and inadequate support from voters for critical ballot initiatives.	Number of social media posts and impressions	1.1	Host a civic academy.
		1.2	Create a public relations internship.
	Percentage of employees who have completed training in conflict resolution, cultural sensitivity, and plain language communication	1.3	Conduct citizen-led focus groups by topic area to gather public input on key decisions.
		1.4	Complete an annual city operations report.
	Percentage increase in meeting and event participation over baseline	1.5	Implement a transactions based survey tool to monitor customer experience.
		1.6	Implement a work order management process so the public can report and monitor service needs.
	Percentage of customers who indicate satisfaction in transaction based surveys	1.7	Recognize and celebrate community contributions.
STRATEGIC PILLAR 2: ELECTRIC			
Problem Statement	Measures of Success	Action Items	
The city's aging electric infrastructure lacks redundancy and dedicated funding for improvements, leading to reliability concerns and high utility rates that hinder economic development.	Average outage duration (SAIDI) and frequency (SAIFI) reduced year over year	2.1	Conduct a detailed rate study to ensure electric rates are fair, cost-effective and support the long-term financial and operational sustainability of the utility.
		2.2	Develop and implement a utility communication plan.

	Percentage of service area converted to larger voltage (12470)	2.3	Enhance operational efficiency, outage response, and system monitoring through phased integration of automation technologies into the electric distribution system.
	Reduce time to restore service for major outages	2.4	Attract and integrate industrial and commercial customers to increase revenue, improve load factor and enhance system efficiency.
	Increase the number of new industrial and commercial customers added each year	2.5	Create a 10-year capital improvement plan (CIP) with planned funding sources for all projects.

STRATEGIC PILLAR 3: PLANNING

Problem Statement	Measures of Success	Action Items	
Odessa lacks a consistent, community-driven strategic planning process that endures beyond election cycles and ensures long-term implementation and accountability.	Reduction in the number of variance and special exception requests	3.1	Update planning mechanisms including Comprehensive Plan, Unified Development Code and building codes to current and inclusive standards.
	Reduction in the average time to review and process development applications	3.2	Streamline development processes with modernization and digitization.
	Percentage of customers who indicate satisfaction in transaction based surveys	3.3	Develop and implement an economic development plan.
		3.4	Utilize partnerships with local business organizations to enhance economic development.
	Increase in the number of building permits	3.5	Improve relations with developers and existing businesses by regular, open, two-way communication.
	Successful resolution of legal challenges with no adverse rulings	3.6	Increase training for staff to improve consistency of plan and code interpretation across projects.

STRATEGIC PILLAR 4: POLICE

Problem Statement	Measures of Success	Action Items	
The police department operates in an inadequate temporary facility. Among other space challenges, accused offenders and victims often interact, causing safety concerns. Past efforts to secure support to fund improvements have failed due to community mistrust and lack of consensus on cost.	100% compliance with chain-of-custody procedures in audits	4.1	Approve a funding mechanism for a new police facility.
		4.2	Establish a modern, climate-controlled evidence storage area.
	Decrease in average time to retrieve case-related records	4.3	Implement a digital records room with secure, restricted access.
		4.4	Design a multi-purpose training room for in-house training and community events.
	Increase in officer retention rates year over year	4.5	Create a secure holding area and interview room with controlled access.
	100% compliance with detainee safety protocols	4.6	Ensure adequate personnel for operational needs.
	Zero security breaches within facility grounds.	4.7	Establish separate public and operational spaces to increase confidentiality.

STRATEGIC PILLAR 5: STREETS

Problem Statement	Measures of Success	Action Items	
Deteriorating road conditions and insufficient long-term funding have led to public dissatisfaction, with residents demanding more visible and lasting improvements beyond temporary fixes.	Percentage of roads rated poor or below that receive treatment	5.1	Implement routine road condition assessments.
		5.2	Utilize asset management systems with GIS and software to prioritize maintenance needs.
	Ratio of dollars spent to lifecycle extension received for street projects	5.3	Create a 10-year capital improvement plan (CIP) with planned funding sources for all street and sidewalk projects.
		5.4	Collaborate with the private sector for road maintenance and investment.

	Miles of roads resurfaced each year	5.5	Research and train staff on alternative methods for durable repair materials and modern maintenance procedures.
	Linear feet of sidewalk replaced or added annually	5.6	Develop and implement a storm water improvement plan.
		5.7	Development a maintenance tracking system to monitor all completed repairs.
	Ratio of costs for preventative maintenance to reactive maintenance	5.8	Implement sidewalk and stormwater cost share programs.

STRATEGIC PILLAR 6: WATER

Problem Statement	Measures of Success	Action Items	
The city's water system lacks a redundant source, posing a risk to supply reliability, though the issue remains largely unnoticed by the public compared to other infrastructure concerns.	Percentage of water staff trained on Emergency Response Plan (ERP) protocols annually	6.1	Create an ERP for water supply disruptions.
		6.2	Conduct a feasibility study and cost analysis for secondary source upgrades.
	Number of emergency water drills or exercises conducted annually	6.3	Create a 10-year capital improvement plan (CIP) with planned funding sources that prioritizes redundancy, resiliency, and replacement projects.
		6.4	Utilize asset management software to monitor infrastructure conditions and prioritize improvements.
	Percentage of system mapped and assessed for condition.	6.5	Increase collector well resiliency.

