



BOARD OF ALDERMEN
AMENDED
REGULAR AGENDA
Monday, November 10, 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](https://www.youtube.com/@OdessaMO)

Anyone wishing to address the Mayor and Board during the meeting must fill out a [Speaker's Appearance Form](#) and submit it to the City Clerk before the Board meeting begins. Forms are available online or at the entrance of the Community Building. Speakers are subject to the 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

- October 27, 2025 – Regular Session
- Police Nov Rpt.
- Receipt of Semi-Annual Financial Statement (April – September 2025)

MAYOR REPORT

ALDERMEN REPORT

CITY ADMINISTRATOR REPORT

PUBLIC COMMENTS

PRESENTATION

OLD BUSINESS

NEW BUSINESS

Staff Introduction
Jenny Neel

Introduction of Jenny Neel, Community Development Coordinator.
Cathy Thompson, Finance Director

Presentation
Planning Commission Appointment

Recommendation and Appointment of incoming Planning Commissioner, David Badgley.
Mayor Bryan Barner

Bill No. 2025-25
(1st & 2nd Reading)
Calling for General Election

Introduction and readings of Bill No. 2025-25 calling for a General Election in and for the City of Odessa, Missouri on Tuesday, April 7, 2026, to elect municipal officers, and provide notice to the general public as required by law.
Karen Findora, City Clerk

Resolution No 2025-30
MOU & Easement ~ Army Corps of Engineers

Proposed Resolution No. 2025-30 approving the donation of an easement and Memorandum of Understanding (MOU) between the City of Odessa, Missouri, and the US Army Corps of Engineers regarding land owned by the City of Odessa.
Cathy Thompson, Finance Director

Resolution No 2025-31
Professional Electrical Engineering Svc.

Proposed Resolution No. 2025-31 authorizing the Mayor to execute a professional services contract between the City of Odessa, Missouri, and Allgeier, Martin, and Associates Inc., for electrical engineering services on an on-call/task order basis.
Cathy Thompson, Finance Director

Resolution No 2025-32
The Hill Developer's Agreement

Proposed Resolution No. 2025-32 authorizing the Mayor to sign a Developer's Agreement between the City of Odessa, Missouri, and Developers, Steve and Lisa Bailey, regarding "The Hill" development project.
Cathy Thompson, Finance Director

Resolution No 2025-33
BVPS Tornado Siren Maint. Agreement

Proposed Resolution No. 2025-33 authorizing the execution of a maintenance agreement with Blue Valley Public Safety, Inc. to service and repair five (5) existing storm sirens.
Josh Thompson, Police Chief / Acting City Administrator

Discussion
Street Plan

Street Plan
Darrin Lamb, Water/Streets Superintendent

Discussion
Public Safety Sales Tax

Public Safety Sales Tax
Josh Thompson, Police Chief / Acting City Administrator

Discussion
Strategic Plan ~ Planning

Strategic Plan ~ Planning
Cathy Thompson, Finance Director

Next Scheduled Meeting

Monday, November 24, 2025, at 6:00 p.m. Regular Session

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:

November 11 ~ Veterans Day ~ City Hall Closed
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
November 19 @ 7:00 p.m. – Parks Board Meeting @ Community Building
November 20 @ 6:00 p.m. – Planning Commission @ Community Building
November 24 @ 4:30 p.m. – Finance Committee Meeting @ City Hall
November 24 @ 6:00 p.m. – Board of Aldermen @ Community Building
November 27 & 28 ~ Thanksgiving Day & Day After ~ City Hall Closed
December 11 @ 5:00 p.m. – 7:00 p.m. @ Open House - Odessa Police Dept.

Other Events:

November 11 ~ Veterans Day ~ City Hall Closed
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
November 27 & 28 ~ Thanksgiving Day & Day After ~ City Hall Closed
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	Alderman Mickey Starr	mickey.starr@cityofodessamo.com	(816) 260-8448
Ward 1	Alderman Karla Polson	karla.polson@cityofodessamo.com	(816) 739-2224
Ward 2	Alderman 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 November 7, 2025
City Hall & City Website
Emailed to The Odessan

Karen Findora, City Clerk
PO Box 128 · 228 S Second · Odessa, MO 64076
[Email](mailto:karen.findora@cityofodessamo.com) | 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, October 27, 2025 | 6:00 p.m.
Meeting Minutes**

[@OdessaMO](#)

CALL TO ORDER / PLEDGE OF ALLEGIANCE

Mayor Bryan Barner called the meeting to order at 6:02 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 Ehlert	Present
Alderman Mike Plachte	Present	Alderman Mickey Starr	Present
Alderman Collin Carrigan	Present		

OTHERS IN ATTENDANCE

Shawna Davis, City Administrator	Troy Woutzke, Electric
Karen Findora, City Clerk	Darrin Lamb, Streets/Water - Absent
Cathy Thompson, Finance Director	Kenny Snider, Wastewater – Absent
Josh Thompson, Police Chief – Absent	Austin Summitt, Police Officer
Jeff Deane, Lauber Municipal Law	Kane Dobson, Police Officer

PUBLIC IN ATTENDANCE

Hannah Sparr, The Odessan	Forest Palmer
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WELCOME OF VISITORS

Mayor Barner welcomed visitors and those viewing on YouTube.

APPROVAL OF CONSENT AGENDA

Approval of minutes and consent agenda.

- October 13, 2025 – Regular Session

Alderman Ehlert, moved to approve the consent agenda and the October 13, 2025, meeting minutes as submitted, seconded by Alderman Carrigan.
Motion carried 6-0

Cathy Thompson, Finance Director, provided an audit update.

MAYOR REPORT

Mayor Barner stated that he attended a ribbon-cutting on October 14th for Inspired Body Therapy located at 309 East Park Lane and welcomed them to the City of Odessa. On October 16th, Mayor Barner attended the Rotary meeting where he read a Proclamation

for World Polio Day. He went on to thank those who volunteered and those who attended the Chalk the Walk, Optimist Club, and the Downtown Trick-or-Treat, Odessa Chamber of Commerce. Mayor Barner congratulated all of the Odessa R-7 High School athletic teams who have worked hard to win numerous titles in their conference. Bulldog Proud!! Mayor Barner announced several positions that were open for boards and commissions, and informed everyone that they can submit an application of interest online by visiting the City of Odessa website. He also announced that Alderwoman Donna Ehlert's last meeting with the City of Odessa will take place on Monday, November 10, 2025. Alderwoman Ehlert will be sadly missed, but we wish her well in her future endeavors.

ALDERMEN REPORTS

- Alderman Plachte – No Rpt.
- Alderman Carrigan thanked Alderwoman Ehlert for her service. Alderman Carrigan directed people to the City website for information on the upcoming election.
- Alderwoman Polson thanked the businesses and churches for their continued support of the Downtown Trick-or-Treat event.
- Alderwoman Ehlert – No Rpt.
- Alderwoman Starr – No Rpt.
- Alderman Whitsitt announced he attend a MML meeting with Shawna Davis and Cathy Thompson to learn about property tax and what is happening in Jefferson City. He stated that he didn't learn much about it. He then said he will meet with Tyler Wells, 941 Pizza, and Terrica Jones, Downtown Collective, to discuss the suggestions from the food truck businesses and the downtown collaborative.

CITY ADMINISTRATOR REPORT

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

PUBLIC HEARING

None

PUBLIC COMMENTS

None

OLD BUSINESS

None

NEW BUSINESS

Resolution No. 2025-29 ~ Disposition of Records – Police

Mayor Barner read the proposed Resolution No. 2025-29 approving the disposition of Police records that have met the required retention periods in accordance with the RSMo Chapter 109 and applicable state retention schedules.

Motion was made by Alderman Carrigan to approve Resolution No. 2025-29 approving the disposition of Police records that have met the required retention periods in

accordance with the RSMo Chapter 109 and applicable state retention schedules, seconded by Alderman Plachte.
Motion carried 6-0.

Discussion ~ Global Payment Credit Card Fees

Cathy Thompson, Finance Director, discussed the fees for the Global Payment credit card. Ms. Thompson explained that the city budgeted \$174,000 for credit card processing fees and has been assuming that cost since the COVID shutdown occurred. Before COVID, that fee was passed on to the consumer. Since then, both usage and costs have grown exponentially. Currently, staff is seeking guidance from the board on how to proceed. The Finance Committee met and reviewed several options. Alderman Whitsitt stated that there are three key discussions to have: whether the city wants to continue paying for it, pass the fee on to the customer, or if the city chooses not to continue, it will save \$174,000 in the budget, then what will that saving be allocated to.

The Finance Committee is recommending, and the direction of the board is to pass the credit card fees on to the consumer, and staff is to work toward making that happen by January 1, 2026.

Discussion ~ Downtown Sidewalk Use

Mayor Barner discussed the Downtown Sidewalk Use and the creation of a policy for it. He stated that he wants to protect the investment and streetscape of the city. He would like to have a policy in place before the downtown sidewalk project is finished. The board briefly reviewed a draft of the policy and was asked to examine it and provide suggestions at a future meeting.

Discussion ~ Strategic Plan ~ Electric

Shawna Davis, City Administrator, reviewed Electric in the newly adopted Strategic Plan. She discussed the measures of success and the action items

Measurement Items:

- Average outage duration (SAIDI) and frequency (SAIFI) reduced year over year.
- Percentage of service area converted to larger voltage (12470).
- Reduce time to restore service for major outages ~ Daupler outage calls.
- Increase the number of new industrial and commercial customers added each year.

Action items the staff developed:

- 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.
- Develop and implement a utility communication plan.
- Enhance operational efficiency, outage response, and system monitoring through phased integration of automation technologies into the electric distribution system.

- Create a 10-year capital improvement plan (CIP) with planned funding sources for all projects.

Board Suggestions:

- Surveys with QR code, survey cards, Survey Monkey, so that customers can provide their feedback for all departments
- Annual Year in Report outside of budget season
- Post more Social Media posts on the City Facebook page

Alderwoman Polson questioned the frequency of outages in the system. Troy Woutzke, Electric Superintendent, stated that with the infrastructure upgrades that staff is making, for example, pole replacements, tree trimming, transformer replacements, etc., help upgrade the voltage. He stated that most of the outages are due to fallen tree limbs, weather-related, and animal-related incidents. He states that higher voltage means greater durability in service.

Alderman Carrigan asked what the current hurdle is to get the city to the larger voltage (12470). Mr. Woutzke stated its time, money, and staff. Ms. Davis stated that the city has budgeted \$250,000 in the CIP for contracted labor this fiscal year to work on some conversions. She noted that the city has already forecasted and seen that the city not able to get everything that the city needs completed in this fiscal year with the size of staff that the city has. Putting together a 10-year plan is necessary to achieve the city's goals.

Alderman Whitsitt asked if the city could complete a rate study this fiscal year. Ms. Davis clarified that the city didn't budget for a rate study in this year, but if it's the board's direction, staff will begin working on it. She mentioned that this is one of the higher CIPs the city has ever allocated for the electric fund. She added that staff recognized the need for an on-call engineer to successfully get these projects underway. Ms. Davis explained that the city has issued a bid for on-call engineering services and is currently under contract, with negotiations ongoing with an engineering firm. She told the board that staff would present the electrical engineering contract and on-call services at the November 10th board meeting. Alderman Whitsitt requested that the study should include not only industrial, commercial, and residential rates but also focus on business rates.

Alderwoman Ehlert stated that the city needs to keep focusing on community development. She then asked if there were any grant opportunities. Additionally, employee retention seems to be a problem. She encourages the board to continue monitoring these areas for improvement.

The board instructed staff to start and complete a rate study within this fiscal year.

Aldermen ~ Request for New Items

None

Next Regular Scheduled Meeting:

Monday, November 10, 2025, at 6:00 p.m. Regular Session.

Adjourn

There being no further business to come before the Board of Aldermen, a motion was made by Alderwoman Ehlert, seconded by Alderman Carrigan, to adjourn the meeting at 7:13 p.m. Motion carried 6-0.

Approved:

CITY OF ODESSA

Bryan D. Barner, Mayor

ATTEST

Karen Findora, City Clerk



Odessa Police Department

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

November 4, 2025

Shawna,

Officers worked over **875 incidents** in October. Here are just a few statistics:

- * 117 traffic stops
- * 226 business, residence checks
- * 23 mental health calls, check the well-being calls, or similar calls
- * 32 various disturbances
- * 42 assist other agency calls
- * 69 follow-up investigations on previously reported incidents

Codes Enforcement is currently working **36 active** enforcement cases. Codes Enforcement has **closed 130** cases for the year and taken **6 new** enforcement cases for October 2025.

We are moving quickly with the 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. I have worked with Odessa Electric Superintendent Troy Woutzke on a concept design, concept site plan and building programming. I have also been working with our City financial advisors and the City finance committee in preparing a financial direction report. This work will be made available soon to the elected officials and after discussion and direction, it will be made available to the public.

Our **National Night Out event was held on October 7, 2025!** What a wonderful event! We have received very positive comment and estimate 400-450 people were in attendance. 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.

On October 8, 2025, Blue Valley Public Safety conducted the **annual storm siren maintenance**. Our storm siren system consists of one (1) siren that was purchased and installed in 2013, one (1) siren that was purchased and installed in 2014 and three (3) sirens that were purchased and installed in 2019. None of our sirens are currently under warranty. Preventative maintenance and monthly testing is conducted, but without a warranty, it is advised to have a maintenance agreement in place to repair and service the system. The estimated replacement costs for our existing storm sirens are approximately \$35,000.00 each. Having a maintenance agreement helps extend the life of the equipment and protect these valuable assets.

On October 11, 2025, we assisted with the **Odessa Marching Band Invitational**. It was a great event with thousands of guests in attendance. The event was well organized and we had no issues.

On October 25, 2025, our department participated in the **downtown Halloween event** sponsored by the Odessa Chamber. The weather was fantastic! I estimate hundreds of children and families came out to trick-or-treat at the event. Our local **McGruff Crime Dog and DARE Daren the Lion** attended. It was great to see the turnout!

October 5-10, 2025, Sgt. Derek Zarda and Hawkeye attended the **Missouri Police Canine Association conference** in Cape Girardeau, MO. I'm pleased to report that Sgt. Zarda and Hawkeye certified in all categories and were rated very high among all agencies that attended. The team is certified in narcotic detection, article search, subject search, and aggression with apprehension. Police K9 teams like Sgt. Zarda and Hawkeye are force multipliers – they add efficiency to police patrols, psychological advantages, detection of illegal narcotics, search and rescue, apprehension, evidence collection and community relations.

From October 27-30, 2025, **Code Officer Galene Seitz attended the American Association of Codes Enforcement Conference** in St. Louis, Missouri. This conference was very informative and is a first step toward certification. The American Association of Code Enforcement is a national nonprofit association representing the profession of code enforcement. The AACE is internationally recognized and has become the premier association through code compliance through its certification program. Code officers provide essential and beneficial services that ensure quality of life in neighborhood communities from coast to coast. As population density, economic constraints, and technology place ever greater pressures on communities, the need and demand for professional code officers continues to rise. This was a great career development event for our code enforcement program.

I received notification that we could start procuring grant items awarded through the **Missouri Blue Shield Grant Program**. This year the City elected to replace a police vehicle with the grant award. This replacement will lower the capital improvement requests for the upcoming budget year. Once all equipment has been procured, I'll request recoupment from the grant.

From October 22-24, 2025, Captain "Bubba" Liese, Lieutenant Cody Smith, Lieutenant Phillip Salmon, and I attended the **Midwest Public Risk annual conference** in Branson, Missouri. The theme this year was "Accountability in Action: Taking Responsibility for a Stronger Tomorrow." Use of AI in government, employee retention and leadership engagement courses were some that were attended. I was happy to have my command staff attend this conference with me and learn valuable risk management strategies.

My staff was thankful for the **organized staff meeting** on October 31, 2025, regarding the compensation study and how the City employees will participate in the study. It was also nice for our staff to learn information about the City's five-year strategic plan. Thank you for setting things up.

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





BOARD OF ALDERMEN ACTION REPORT

ISSUE: Review of semi-annual financial statement for period April 1, 2025 to September 30, 2025

ACTION REQUESTED: Review and approve on consent agenda the April 1, 2025 to September 30, 2025 semi-annual financial statement.

BACKGROUND:

RSMo 77.110 states:

77.110. Council to publish semiannual statements. — The council shall publish a full and detailed statement of the receipts and expenditures and indebtedness of the city at the end of each fiscal year and six months after the end of each fiscal year in a newspaper of general circulation in the city. Each such statement shall be for the six-month period preceding the date of the statement.

In accordance with this statute, the semi-annual financial statement for April 1, 2025, to September 30, 2025, has been published on the City of Odessa website, in The Odessan, and at City Hall. Said report is attached for your review.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS: April 1, 2025, to September 30, 2025, semi-annual financial statement

PREPARED BY: _____
Cathy J Thompson, Finance Director

DATED: October 31, 2025



City of Odessa, Missouri
Fiscal Year 2025-2026

Semi-Annual Statement of Receipts, Expenditures and Indebtedness of the City
Period of April 1, 2025 to September 30, 2025

April 1, 2025 to September 30, 2025	Revenues	Expenses
Fund: 10 - General	1,649,441	2,085,696
Fund: 11 - ARPA	4,114	701,858
Fund: 20 - Electric	3,203,558	2,822,583
Fund: 30 - Water	765,171	684,982
Fund: 40 - Waste Water	1,156,449	1,284,889
Fund: 50 - Parks	312,190	454,494
Fund: 51 - Parks Development	11,200	500
Fund: 60 - Debt Services	-	-
Fund: 70 - Capital Improvement Sales Tax	248,031	322,780
Fund: 80 - Transportation Tax	492,582	536,125
Total of All Funds	7,842,736	8,893,907

Indebtedness of the City - Balances at September 30, 2025

Financing Lease Obligations	2,233,000
Revenue Bonds	2,065,000
Loans	8,636,500
Total	12,934,500

All amounts are prior to audit and may not include adjusting entries.

I certify that, to the best of my knowledge, these statements depict a true and accurate accounting of the City of Odessa, Missouri for the six-month period ending September 30, 2025.

/s/ Cathy J Thompson, Finance Director

Published in The Odessan, Odessa, Missouri, Thursday, October 30, 2025



Karen Findora <karen.findora@cityofodessamo.com>

Board and Commission Application

1 message

no-reply@services.evo.cloud <no-reply@services.evo.cloud>
Reply-To: no-reply@services.evo.cloud
To: karen.findora@cityofodessamo.com

Tue, Nov 4, 2025 at 8:46 AM

A new submission has been received for Boards, Commissions, and Focus Groups Application at 11/04/2025 8:46 AM

First Name:	David
Last Name:	Badgley
Company Name:	
Phone:	417-684-1169
Email Address:	dbadgley@ymail.com
Address:	PO Box 724
City:	Odessa
Postal Code:	64076
Questions:	N/A
What Ward do you live in?:	1
Race/Ethnicity:	
Gender:	
First Choice :	
Generation Range :	
Second Choice :	
Third Choice :	
My strengths for serving on the Board/Commission/Focus Group will be::	Real Estate background, past business owner, with a strong desire for planning for the future success of Odessa.
Education :	Nevada High School, Nevada, Mo Class of 1972
College/University :	Western Governors University
Post Graduate :	
Current Employment :	Allied Universal Security Services Part-time
Past Employment :	varied
Community Involvement :	Police Building Committee
Conflict of Interests :	N/A
Do you have any family members that work for the City of Odessa, if so, state name: :	



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Calling for General Municipal Election in the City of Odessa, Missouri

ACTION REQUESTED: Introduction and readings of Bill No. 2025-25 calling for a General Election in and for the City of Odessa, Missouri, on Tuesday, April 7, 2026, to elect municipal officers, and provide notice to the general public as required by law.

BACKGROUND:

The Missouri State Legislature filing deadlines for the General Municipal Elections held in April each year are: the first day for candidate filing is the 17th Tuesday before the election, and the last day for candidate filing is the 14th Tuesday before the election.

The general municipal election shall be held on the first (1st) Tuesday after the first (1st) Monday in April, or such day as may be mandated by State Law. According to the 2026 Missouri Election Calendar, provided by the Missouri Secretary of State's office, filing for the April 7, 2026, election will open on Tuesday, December 9, 2025, at 8:00 a.m. and will close at 5:00 p.m. on Tuesday, December 30, 2025. Any candidates wishing to file outside the noted times can do so by appointment with the City Clerk. The office of the City Clerk will not be open on Saturdays and Sundays, nor those days designated as holidays by the City of Odessa.

An election is hereby ordered to be held to elect officers for the City of Odessa, Missouri, pursuant to Section 79.030, RSMo, on Tuesday, April 7, 2026, for the purpose of electing the following officers for the City of Odessa, Missouri:

1. A member of the Board of Aldermen from the First (1) Ward for a full term of two (2) years.
2. A member of the Board of Aldermen from the Second (2) Ward for a full term of two (2) years.
3. A member of the Board of Aldermen from the Third (3) Ward for a full term of two (2) years.
4. A Mayor at large of the City of Odessa for a full term of two (2) years.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS: Bill No. 2025-25; Public Legal Notice in The Odessan dated November 27th and December 4, 2025; 2025-2026 Candidate Filing Deadlines; Bill No. 2025-16 Ord 3156 Conflict of Interest

PREPARED BY: _____
Karen Findora, City Clerk

DATED: November 10, 2025

PUBLIC LEGAL NOTICE FOR APRIL GENERAL ELECTION

In compliance with RSMo Sec. 115.127 (5), notice is hereby given to the qualified voters of the City of Odessa, Lafayette County, Missouri, that the annual election of officers of the City of Odessa, Missouri, shall be held on the **7th day of April, 2026**, in conformity with RSMo Sec. 79.030. At said election, there shall be elected:

One – Mayor
One – Alderman Ward 1
One – Alderman Ward 2
One – Alderman Ward 3
(All Terms are Two (2) Years)

The candidate filing period begins on Tuesday, December 9, 2025, and ends on Tuesday, December 30, 2025.

Candidates may file for office in person with the City Clerk at Odessa City Hall, located at 228 S. Second Street, Odesa, Missouri, commencing on December 9, 2025, at 8:00 am, and will continue during regular business hours, Monday – Friday, 8:30 am – 5:00 pm, and closing for filing on December 30, 2025, at 5:00 pm.

City Hall will be closed on Wednesday, December 24, 2025, and Thursday, December 25, 2025, in observance of the holidays, and may also be closed if inclement weather occurs.

Candidates will be listed on the ballot in the order in which they file.

Karen Findora, City Clerk
City of Odessa, Missouri
(816) 230-5577 ext. 6

Published in The Odessan, Thursday, November 27 and December 4, 2025
Submitted: Monday, November 24, 2025



2025-26 Personal Financial Disclosure Candidate Filing Deadlines

- **Non-candidate filers:** Newly appointed or employed individuals are required to file a Personal Financial Disclosure (PFD) within 30 days of appointment or employment.
- **All other annual filers are required to file a PFD by May 1, 2026.**

Statutory Election Date	First Day of Candidate Filing	Last Day of Candidate Filing	Personal Financial Disclosure Statement Filing Deadline* (14 days from the last day of candidate filing)	Personal Financial Disclosure Statement Filing Deadline** (21 days from the last day of candidate filing)
February 3, 2026	October 7, 2025	October 28, 2025	November 12, 2025	November 18, 2025
March 3, 2026 (see local charter)	November 4, 2025	November 25, 2025	December 9, 2025	December 16, 2025
April 7, 2026 (General Municipal Election)	December 9, 2025	December 30, 2025	January 13, 2026	January 20, 2026
August 4, 2026	February 24, 2026	March 31, 2026	April 14, 2026	April 21, 2026
November 3, 2026	July 7, 2026	July 28, 2026***	August 11, 2026	August 18, 2026

PENALTIES:

*Failure to file by 14-day deadline shall result in a late filing fee of \$10 per day.

**Failure to file by 21-day deadline shall result in removal from the ballot.

Penalties for jurisdictions that have adopted a conflict of interest ordinance are set by the ordinance and enforced by the jurisdiction (ex: school district, county, city, township, village, ambulance district, etc.).

PFD forms may be obtained from your local election authority or by visiting the Missouri Ethics Commission website at www.mec.mo.gov. PFDs filed by mail **MUST** be postmarked no later than midnight of the day prior to the report deadline to be considered timely filed. Reports hand-delivered on the deadline must be received by 5:00 p.m. to be considered timely. Section 105.487(4), RSMo.

***Close of filing for jurisdictions authorized to elect directors in November, such as 911 & Emergency Services directors

BILL NUMBER: 2025-16

ORDINANCE NUMBER: 3156

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI, REPEALING ORDINANCE 3104 IN ITS ENTIRETY; ADOPT AN ORDINANCE TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section 1. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section 2. Conflicts of Interests. The mayor or any member of the Board of Aldermen, who has a substantial personal or private interest, as defined by state law, in any bill shall disclose on the records of the Board of Aldermen the nature of his interest and shall disqualify himself/herself from voting on any matters relating to his/her interest.

Section 3. Disclosure Reports. Each elected official, the Chief Administrative Officer, the Chief Purchasing Officer and the general counsel (if employed full-time) shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, if any such transactions were engaged in during the previous calendar year.

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business

conducted of any closely held corporation or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4. Filing of Reports. The financial interest reports shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. When Filed. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:


- a. Each person appointed to office shall file the statement within thirty days of such appointment or employment.
- b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section 6. Filing of Ordinance. The City Clerk shall send a certified copy of this ordinance to the Missouri Ethics Commission within ten days of its adoption.

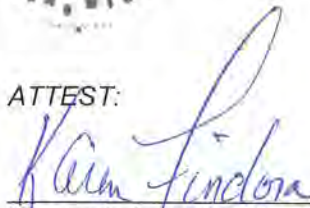
Section 7. Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 11th day of August 2025.

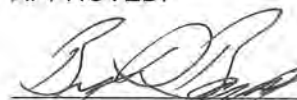



Bryan D. Barner, Mayor

ATTEST:


Karen Findora, City Clerk

APPROVED:


Bryan D. Barner, Mayor

CERTIFICATION

STATE OF: MISSOURI

COUNTY OF: LAYFAYETTE

I, Karen Findora, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Odessa, and that the foregoing ordinance was introduced for first and second reading at a meeting of the Board of Alderman held on the 11th day of August, 2025, and adopted as Ordinance No. 3156 of the City of Odessa, Missouri, by the following vote, to-wit:


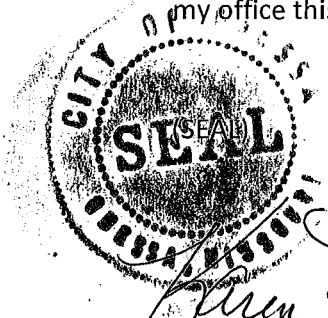
AYES: 6

Alderman Carrigan – Alderman Whitsitt – Alderman Plachte
Alderwoman Polson – Alderwoman Starr - Alderwoman Ehlert

NOES: 0

ABSENT: 0

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Odessa, at my office this 11th day of August, 2025.



Karen Findora, City Clerk

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI CALLING FOR A GENERAL ELECTION IN THE CITY OF ODESSA, MISSOURI ON APRIL 7, 2026, TO ELECT MUNICIPAL OFFICERS, AND PROVIDING FOR NOTICE TO THE GENERAL PUBLIC AS REQUIRED BY LAW

WHEREAS, the Missouri State Legislature filing deadlines for the General Municipal Elections held in April each year are: the first day for candidate filing is the 17th Tuesday before the election, and the last day for candidate filing is the 14th Tuesday before the election; and

WHEREAS, according to the 2026 Missouri Election Calendar, provided by the Missouri Secretary of State's office, filing for the April 7, 2026, election will open on Tuesday, December 9, 2025, at 8:00 A.M., and filing will close at 5:00 P.M. on Tuesday, December 30, 2025. Any candidates wishing to file outside the noted times can do so by appointment with the City Clerk. The office of the City Clerk will not be open on Saturdays, Sundays, or on days designated as holidays by the City of Odessa.

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

Section 1. That an election is hereby ordered to be held to elect officers for the City of Odessa, Missouri, pursuant to Section 79.030, RSMo, on Tuesday, April 7, 2026, for the purpose of electing the following officers for the City of Odessa, Missouri:

1. A member of the Board of Aldermen from the First Ward for a full term of two (2) years.
2. A member of the Board of Aldermen from the Second Ward for a full term of two (2) years.
3. A member of the Board of Aldermen from the Third Ward for a full term of two (2) years.
4. A Mayor at large of the City of Odessa for a full term of two (2) years.

Section 2. In accordance with Section 115.127.5, RSMo, any person duly qualified who desired to seek election as Alderman or Mayor at this election was instructed to file a Declaration of Candidacy in the office of the City Clerk, Odessa City Hall, at any time after 8:00 A.M. on December 9, 2025, and before 5:00 P.M. on December 30, 2025, excluding holidays and weekends when the City Clerk's office is closed.

Section 3. The City Clerk, or his/her designee, pursuant to Section 115.127.5, RSMo, notified the general public of the opening filing date, the offices to be filled, the proper place for filing and the closing filing date of the election, by publishing notice of the same in the Odessan on November 27, 2025, and December 4, 2025.

Section 4. That the City Clerk shall provide the County Clerk of Lafayette County, Missouri, an election order including legal notice of said election within the City of Odessa in accordance with the Missouri Revised Statutes.

Section 5. In accordance with the laws of the State of Missouri, the election authority shall certify the results of said election to the Board of Aldermen of the City of Odessa, who, in turn, shall certify said results as provided for by law with said certification taking place at the first meeting of the Board of Aldermen, regular or special, after the aforesaid election providing said certification is available.

Section 6. That the provisions of this Ordinance are declared to be severable, and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of remaining sections, sentences, clauses, and phrases to this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part thereof.

Section 7. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, READ TWICE, PASSED AND ADOPTED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF ODESSA, MISSOURI, THIS 10th DAY OF NOVEMBER, 2025.

(SEAL)

Bryan D. Barner, Mayor

ATTEST:

APPROVED:

Karen Findora, City Clerk

Bryan D. Barner, Mayor



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Approval of a Memorandum of Understanding and Easement Agreement granting the U.S. Army Corps of Engineers rights to utilize City-owned property for habitat restoration and wetland protection efforts.

ACTION REQUESTED: Motion/Second to approve Resolution No. 2025-30 approving the donation of an easement and a Memorandum of Understanding between the City of Odessa and the US Army Corps of Engineers regarding land owned by the City of Odessa.

BACKGROUND:

Back in June of 2024, the US Army Corps of Engineers inquired whether the City of Odessa would be willing to sell the tract of land where the City's wells are housed or sell an easement to the Corps to be used for their MRRP program.

The Missouri River Recovery Program consists of identifying and implementing an action that will avoid a finding of jeopardy for three federally listed species: the piping plover, the interior least tern and the pallid sturgeon. It is also exists for implementing the Bank Stabilization and Navigation Project Fish and Wildlife Mitigation project (BSNP Mitigation project), which is an effort to mitigate or compensate for losses of 522,000 acres of fish and wildlife habitat from the development of the BSNP on the Missouri River.

The Board, in closed session under RSMO 610.021 voted unanimously not to sell the land due to potential future needs of access to the aquifer as a water resource but access could be provided via a donated easement.

On November 12th, 2024, the City of Odessa Board of Aldermen granted the US Army Corps of Engineers right-of-entry to conduct a land survey of the property.

Through this partnership, the Corps will implement measures to divert water flow away from the City's existing wells, reducing potential erosion and protecting water resources. In addition, the Corps will install signage and provide ongoing monitoring of the area to enhance public safety.

The accompanying Memorandum of Understanding (MOU) establishes communication protocols between the City and the Corps to ensure coordination of project activities and long-term stewardship of the site.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS: Resolution No. 2025-30; MOU; Easement Deed

PREPARED BY: _____
Shawna Davis, City Administrator

DATED: November 10, 2025

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF ODESSA, MISSOURI**

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2025 by and between THE DEPARTMENT OF THE ARMY ("Government"), represented by Commander, U.S. Army Corps of Engineers, Kansas City District, and The City of Odessa, Missouri, represented by the Mayor, ("City") for the purpose of establishing a mutual framework outlining the respective responsibilities of the parties for the use and access on Tract 6612E.

WITNESSETH THAT:

WHEREAS, the Government holds a permanent easement, attached hereto as Exhibit A, on certain real property owned by the City, known as Tract 6612E (hereinafter the "Property"); and

WHEREAS, the Government's easement on the Property includes certain restrictive rights that have led to concerns by the City regarding its ability to maintain, operate, and improve its facilities located on or near the Property, including existing and potential future municipal water wells; and

WHEREAS, the Government and the City met on 7 October 2025 to discuss these concerns and agreed on the need for a formal agreement to document the intent of both parties to collaborate and coordinate with each other regarding present and future activities on the Property; and

WHEREAS, both parties recognize the importance of ensuring that the City retains the ability to operate and maintain its current infrastructure on the Property, and to pursue future improvements (e.g., construction of additional wells), while respecting the Government's mission and easement rights; and

WHEREAS, this MOU is entered into for the sole purpose of outlining coordination procedures and mutual commitments with respect to future use and access related to the Property, and is not intended to amend or modify the underlying easement or transfer any rights, obligations, or funds.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE

The purpose of this MOU is to establish a mutual understanding and coordination framework between the Government and the City regarding future use, access, and planning for Tract 6612E, ensuring that:

- a. The Government will coordinate with the City when planning any activities that may affect the City's existing or planned infrastructure;
- b. The City will inform the Government in advance of any proposed activities that may impact the Government's easement rights;
- c. Both parties will work in good faith to avoid conflicts and to support each other's respective missions and needs on the Property.

2. GOVERNMENT RESPONSIBILITIES

The Government agrees to:

- a. Coordinate with the City in the planning and execution of any projects or activities on or affecting Tract 6612E.
- b. Provide the City with reasonable advance notice of any proposed actions that may restrict access or affect City operations on the Property, including any changes to the Camden Bend levy system that may impact the operations of the City wells on Tract 6612E, as described in the attached Exhibit B.
- c. Make reasonable efforts to ensure that its activities do not interfere with the City's continued operation, repair, and maintenance of existing wells or the development of future wells on the Property, provided such activities do not conflict with the Government's mission or easement rights.
- d. Participate in coordination meetings with the City as needed.

3. CITY RESPONSIBILITIES

The City agrees to:

- a. Notify the Government in writing of any proposed new construction, modification, or use of the Property that may affect the Government's easement rights.
- b. Coordinate with the Government early in the planning process for any new wells or improvements within the area of the Government's easement.

c. Ensure that any activities conducted by the City on the Property will not interfere with the Government's existing or planned uses consistent with its easement rights.

4. MUTUAL UNDERSTANDING

a. Both parties acknowledge that this MOU does not modify or amend the existing easement.

b. This MOU reflects a shared commitment to communication, coordination, and mutual respect of each party's respective rights and obligations concerning the Property.

c. Nothing in this MOU shall be construed to limit the legal rights of either party under the easement or applicable law.

5. POINTS OF CONTACT

Each party shall designate a primary point of contact for coordination purposes. These contacts may be changed upon written notification to the other party.

Seth A. Thomas
U.S. Army Corps of Engineers
Kansas City District
601 East 12th Street, Room 602
Kansas City, MO 64106-2896

Bryan Barner
Mayor
228 S 2nd Street
Odessa, Missouri 64076

6. AMENDMENT AND TERMINATION

a. This MOU may be amended at any time by mutual written agreement of the parties.

b. Either party may terminate this MOU upon 60 days' written notice to the other party.

7. DURATION AND EFFECTIVE DATE

a. This MOU shall become effective upon signature by both parties and will remain in effect perpetually, unless terminated earlier as provided above.

8. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings, whether oral or written, related to coordination regarding the Property.

9. IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

THE UNITED STATES OF AMERICA

CITY OF ODESSA, MISSOURI

BY: _____
Seth A. Thomas
Chief, Planning & Acquisition Branch
Real Estate Contracting Officer

BY: _____
Bryan Barner
Mayor

Dated _____

Dated _____

CERTIFICATE OF AUTHORITY

I do hereby certify that I am the _____ of the City described in and which executed the foregoing Agreement between the United States of America and the City of Odessa, Missouri; Bryan Barner, who executed said Agreement, is the Mayor of the City of Missouri and is duly authorized to execute said agreement on behalf of the City of Odessa, Missouri or and that the signature affixed to the subject agreement is genuine.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, 2025.

Name
Title
City of Odessa, Missouri

Missouri River Fish and Wildlife Mitigation Project
Camden Bend, Lafayette County, Missouri
Tract No. 6612E

EASEMENT DEED

THIS INDENTURE, made on this _____ day of _____, A.D., 2025, by and between THE CITY OF ODESSA, a Missouri Municipal Corporation, of the County of Lafayette, State of Missouri, party of the First Part, and the UNITED STATES OF AMERICA, Washington, DC, party of the Second Part:

WITNESSETH, that the said party of the First Part, in consideration of benefits to be derived from the Missouri River Bank Stabilization and Navigation Fish and Wildlife Mitigation Project to it given by the said party of the Second Part, the receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party of the Second Part, and its assigns, the perpetual right, power, privilege, and easement in, upon over and across the land described as Tract Number 6612E and as shown on Exhibit "A", in connection with the construction, operation and maintenance of the Missouri River Bank Stabilization and Navigation Fish and Wildlife Project as authorized by the Water Resources Conservation and Development Act of 1986 (P.L. 99-662), November 17, 1986 to create, establish, construct, maintain, patrol, regulate, preserve and restore fish and wildlife habitat, and appurtenant improvements and structures, together with the continuing right to post signs indicating the extent of the Government's control within the area covered by this easement, and to use existing road systems within said lands and over other lands of the owner, for ingress and egress to and within said land for the purposes of exercising the rights herein granted; provided that without the prior written approval of the District Engineer, U.S. Army Engineer District, Kansas City, there shall be:

1. No defoliation to any extent whatsoever of any tress, brush or any other vegetation in its natural state by any cause, purpose, or means, or any trimming, felling and cutting thereon or removal therefrom of any trees, brush or other vegetation in its natural state;
2. No removal, shifting, or altering in any manner of gravel deposits as they are now or may hereafter exist on said lands;
3. No exploration for, removal or mining of any oil, gas, coal or other minerals of any nature whatsoever;
4. No construction of new structures or improvements nor expansion of any existing structures or improvements on said lands.

The above estate is taken subject to existing easements for ingress and egress as described below and for public roads and highways, public railroads, and pipelines; reserving, however to the landowners, their heirs and assigns, all such rights and privileges as may be used and enjoyed without interfering with the use of project for the purposes authorized by Congress or abridging the rights and easement hereby acquired; provided further that any use of the land shall be subject to Federal and State laws with respect to pollution; said land being described as follows:

TRACT NO. 6612E
FISH AND WILDLIFE MITIGATION EASEMENT

That portion of the West Half of Section nine (9), Township fifty (50) North of the Base Line, Range twenty-eight (28) West of the Fifth Principal Meridian, Lafayette County, Missouri, described as follows: Beginning at the West quarter corner of said Section nine (9); thence North, 1056.00 feet along the West line of the Northwest quarter of said Section nine (9) to the water edge of the Missouri River; thence North 78 degrees 06 minutes 06 seconds East, 346.44 feet along said waters edge; thence South 1260.34 feet parallel with said West line; thence South 88 degrees 39 minutes 48 seconds East, 93.91 feet; thence South, 50.0 feet; thence North 88 degrees 39 minutes 48 seconds West, 433.00 feet parallel with the East-West centerline of said Section nine (9) to the West line of the Southwest Quarter of said Section nine (9); thence North, 175.00 feet along said West line to the point of beginning. SUBJECT TO the 30 foot wide easement granted this date to Steve Gates and Janice S. Gates, husband and wife, for ingress and egress, said easement being 15 feet on each side of the following centerline to-wit: Beginning at a point 2463.34 feet North and 15 feet East of the Southwest corner of said Section nine (9); thence North 90 feet; thence East 339.09 feet to the East line of the premises herein conveyed.

TO HAVE AND TO HOLD the said easement and rights, with all singular rights, privileges, appurtenances unto the said party of the second part and unto its assigns, forever; the said party of the first part hereby covenanting that it is lawfully seized of an indefeasible estate in Fee Simple in the premises in which the easement herein conveyed; that it has a good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by it or those under whom it claims and of all taxes, liens, leases, easements, claims, and assessments, and that it will pay all taxes and assessments on the above described property promptly when due, and will WARRANT AND DEFEND the title of said easement unto the said party of the second part and unto its assigns FOREVER against the lawful claims and demand of all person whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand the day and year above written.

CITY OF ODESSA, a Missouri Municipal
Corporation

BY _____
Bryan Barner
Mayor

ACKNOWLEDGEMENT

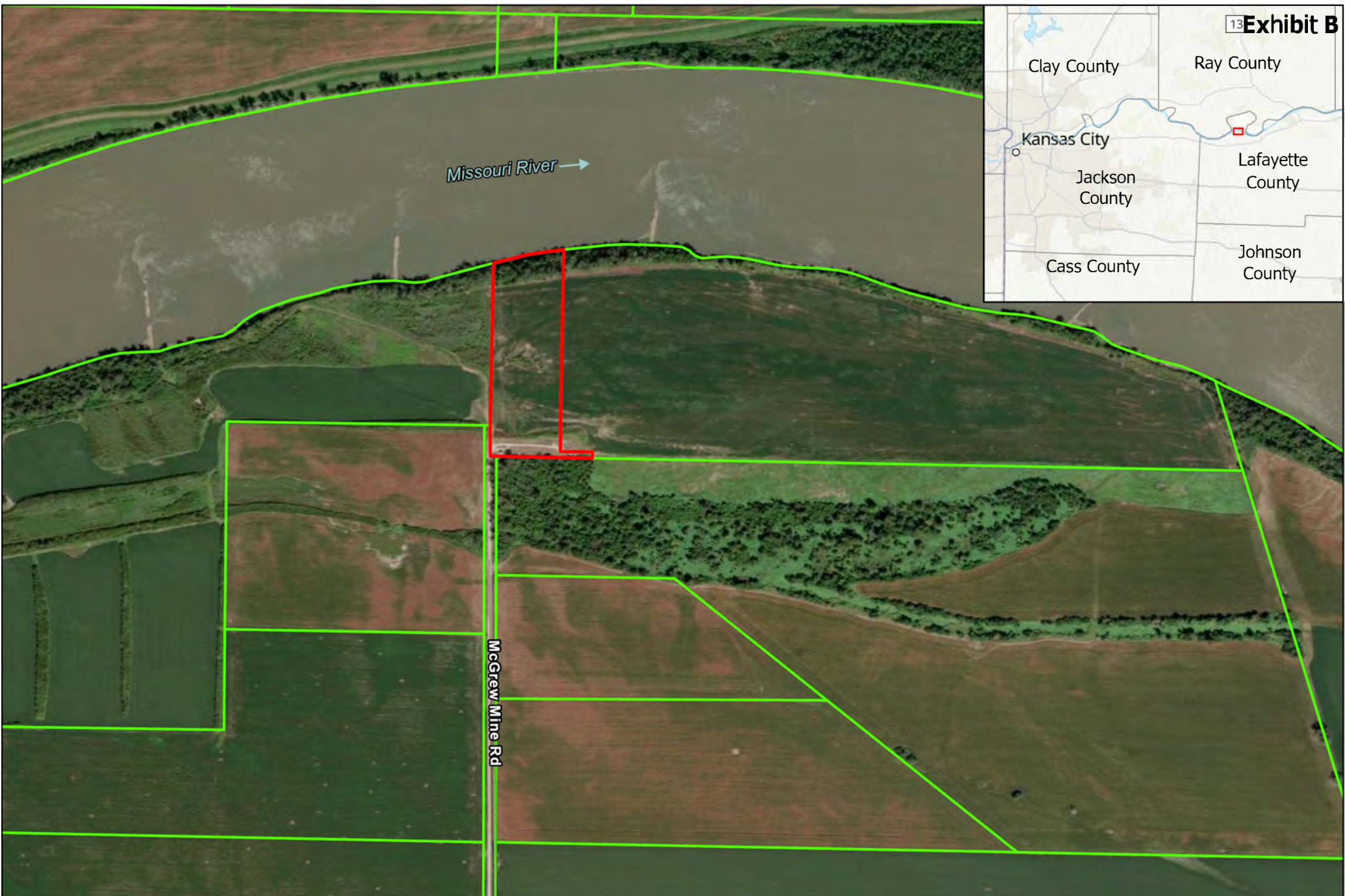
STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____ 2025, before me appeared [INSERT NAME], to me personally known who, being by me duly sworn, did say that he is [INSERT TITLE/POSITION], and that the foregoing instrument, was signed on behalf of the City of Odessa by authority vested in him by [INSERT RELEVANT AUTHORITY] and the said [INSERT NAME] acknowledged said instrument to be the free act and deed of the City of Odessa.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in [INSERT CITY], Missouri, the day and year first above written.

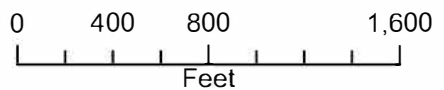
NOTARY PUBLIC in and for said County
and State

My Commission Expires _____, _____



Lafayette County, MO

-  County Parcels
-  Tract 6612E, 10.0 Acres





RESOLUTION NO 2025-30

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, APPROVING THE DONATION OF AN EASEMENT AND A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ODESSA, MISSOURI, AND THE US ARMY CORPS OF ENGINEERS IN REGARDS TO LAND OWNED BY THE CITY OF ODESSA, MISSOURI

- WHEREAS,** the City of Odessa (the "City"), is the owner of certain real property located in Lafayette County, Missouri, identified as Tract Number 6612E; and
- WHEREAS,** the United States Army Corps of Engineers (the "US Army Corps of Engineers") is undertaking the Missouri River Bank Stabilization and Navigation Fish and Wildlife Mitigation Project, authorized by the Water Resources Conservation and Development Act of 1986; and
- WHEREAS,** the City desires to grant a perpetual easement to the US Army Corps of Engineers for the Construction, operation, and maintenance of said project, subject to the terms and conditions outlined in the easement agreement; and
- WHEREAS,** the City also desires to enter into a Memorandum of Understanding ("MOU") with the US Army Corps of Engineers to define the respective rights, responsibilities, and obligations of the parties regarding the easement and project activities.

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

SECTION 1. That Board of Aldermen hereby approves the form of the Easement Agreement and the MOU with the US Army Corps of Engineers, substantially in the forms presented to the Board.

SECTION 2. The Mayor is hereby authorized to execute the Easement Agreement and the MOU on behalf of the City, and the City Clerk is authorized to attest such document.

SECTION 3. The City covenants that it holds lawful title to the property, has the right to convey the easement, and that the property is free and clear of encumbrances, except as provided in the agreements.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the enforcement of the City Administrator without the need to come before the Board of Aldermen.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 10th day of November, 2025.

(SEAL)

By: _____
Bryan D. Barner, Mayor

ATTEST:

By:

Karen Findora, City Clerk



BOARD OF ALDERMEN ACTION REPORT

ISSUE:

Approve contract with Allgeier, Martin and Associates, Inc. to provide professional electrical engineering, planning, design and related technical services on an on-call/task order basis.

ACTION REQUESTED:

Motion/Second to approve Resolution No 2025-31, approving the Mayor to enter into an agreement with Allgeier, Martin and Associates, Inc. to provide professional electrical engineering, planning, design and related technical services on an on-call/task order basis

BACKGROUND:

As the City of Odessa continues to develop the need for on-call/task order basis professional electrical engineers has been identified. A request for qualifications from qualified electrical engineering firms was published on August 14, 2025. That RFQ was published with the City's intent to enter into an agreement with a single professional engineering firm to provide general electric engineering services, on an on-call/task order basis. Typical task order projects can include, but are not limited to:

- Planning, design, and ongoing maintenance and repair of the City's electrical systems;
- Support in meeting electric regulatory guidelines and requirements;
- Development and/or review of the City Code in relation to the City's electrical system; and
- Planning and design assistance in relation to applications for extension of service facilities of the City's electrical system.

The City requested qualifications from qualified engineering consulting firms for a one (1) year period with the option of two (2) - one (1) year renewals. The on-call consultant provides additional staffing resources for projects the City does not have time or expertise to complete.

Specific qualifications and experience were sought to perform electrical engineering work that may include, but not necessarily limited to, the individual service levels listed below:

- Electrical Engineering Analysis, Design, and Project Management for new and existing electrical facilities 15 kV and greater.
- Knowledge and experience with feasibility studies for future electric system expansion to accommodate electric load growth; valuation of existing electrical transmission and distribution facilities, and acquisition of third-party owned electrical facilities is desirable.
- Comprehensive Cost of Service Study (COSS) for its electric utility operations. The goal is to evaluate current rate structures, ensure equitable cost allocation among customer classes, and provide recommendations for potential rate adjustments.

- Substation system analysis, infrastructure design, and fuse coordination studies. The selected firm will support ongoing and future upgrades to our electrical infrastructure and ensure proper system protection and reliability, including:
 - Detailed analysis of existing substation equipment and protective devices.
 - Fuse coordination studies and recommendations for both primary and secondary distribution.
 - Recommendations for improving overall electrical system reliability.

Qualification submissions were received from three firms and the review team unanimously agreed Allgeier, Martin & Associates Inc. is the best qualified to meet the needs of Odessa. Their headquarters are in Joplin, MO with additional offices in Kansas City, MO; Springfield, MO; Bentonville, AK; Rolla, MO; Tulsa, OK. Their project team is well qualified and they have extensive experience with communities of similar size and needs as Odessa.

FINANCIAL CONSIDERATIONS:

The Allgeier, Martin & Associates fee schedule is attached. All services will be conducted via on call/task order basis with budgetary and approval.

ATTACHMENTS:

Resolution No. 2025-31; RFQ 05-25; Affidavit of Pub; Award Ltr.; Contract; 2025 Elec. Dept. Fee Schedule: 25-26 Master

PREPARED BY: _____
Cathy J Thompson, Finance Director

DATED: November 5, 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 QUALIFICATIONS RFQ 05-25 Professional Electrical Engineering Services

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:

Professional Electrical Engineering Services

BIDS MUST BE RECEIVED BY:

10:00 a.m. – Thursday, September 11, 2025

Please mark your bid "RFQ 25-06 Professional Engineering 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 statements of qualifications from qualified electrical engineering firms to assist the City with electrical engineering services on an as-needed basis. These services are intended to support and augment City staff capabilities. The firm or firms selected through this process will assist the City with current or future electric system projects, electric system planning, and/or miscellaneous technical studies.

The City intends to enter into an agreement with a single professional engineering firm to provide general electric engineering services, on an on-call/task order basis. However, the City reserves the right to enter into agreements with multiple firms if the selection panel and/or the Board of Aldermen determine it appropriate to do so. Typical task order projects may include, but are not limited to:

- Planning, design, and ongoing maintenance and repair of the City's electrical systems;
- Support in meeting electric regulatory guidelines and requirements;
- Development and/or review of the City Code in relation to the City's electrical system; and
- Planning and design assistance in relation to applications for extension of service facilities of the City's electrical system.

The City is requesting qualifications from qualified engineering consulting firms for a one (1) year period with the option of two (2) - one (1) year renewals. The on-call consultant provides additional staffing resources for projects the City does not have time or expertise to complete.

The selected firm must have qualifications and experience to perform electrical engineering work that may include, but not necessarily limited to, the individual service levels listed below:

- Electrical Engineering Analysis, Design, and Project Management for new and existing electrical facilities 15 kV and greater.
- Knowledge and experience with feasibility studies for future electric system expansion to accommodate electric load growth; valuation of existing electrical transmission and distribution facilities, and acquisition of third-party owned electrical facilities is desirable.
- Comprehensive Cost of Service Study (COSS) for its electric utility operations. The goal is to evaluate current rate structures, ensure equitable cost allocation among customer classes, and provide recommendations for potential rate adjustments.
- Substation system analysis, infrastructure design, and fuse coordination studies. The selected firm will support ongoing and future upgrades to our electrical infrastructure and ensure proper system protection and reliability, including:
 - Detailed analysis of existing substation equipment and protective devices.
 - Fuse coordination studies and recommendations for both primary and secondary distribution.
 - Recommendations for improving overall electrical system reliability.

PART II: INSTRUCTION TO BIDDERS

All consultants responding to this RFQ shall provide sufficient information and data to fully allow a complete evaluation of their qualifications. Consultant 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
 - a. The history and experience of the firm with engineering projects involving government funding, reporting and requirements
 - b. The firm's history of success with grant funding and compliance
5. The Firm's Proximity to and Familiarity with the City
6. Qualifications of Staff
7. Evidence of the Firm's Missouri Registration as Professional Engineers and Surveyors
8. E-Verify Documentation
9. Liability Insurance Certificate
10. References

The City will select the engineering firm based on the above qualifications and the criteria described in this RFQ. 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. All increase must be subject to the approval of the Board of Aldermen.
- The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made in arrears.
- 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 RFQ, all without any obligation to the City. When the City identifies a project requiring engineering services, the City will evaluate the responses on file and shall select three. From those three, the City shall select the firm which, based upon its response to this RFQ, it regards to be the best qualified and capable of performing the desired work. The City shall prepare a written description of the scope of the proposed services and shall enter into negotiations with the firm

so selected. If not successful in negotiating a contract with the selected firm, the City shall initiate negotiations with the second of the three and with the third if unable to negotiate a contract with the second. If unsuccessful with the third, the City shall reevaluate the necessary services, including reasonable fee, and select another three firms and start the process anew.

- 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.
- The City of Odessa will not be liable for any costs that a firm may incur in the preparation of or presentation of the proposal.
- The City of Odessa shall not be obligated to return the firm'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 RFQ must be requested in writing with sufficient time allowed for a reply to reach bidders before the deadline for submission.

Proposals should be submitted no later than September 11, 2025 at 10:00 a.m. to the City of Odessa, Missouri. Sealed envelopes should be clearly marked "RFQ #05-25, Electrical Engineering 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, tornados, pandemics, 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 by task order (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. **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.
23. **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.

24. **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.

25. **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, professional liability, errors and omissions, 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.

26. **Professional Responsibility.** Consultant will exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Consultant fails to meet the foregoing standard, Consultant will

perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions that are caused by Consultant's failure to comply with above standard.

27. **OSHA.** In the performance of all services under this Agreement and any task order, Contractor shall comply with all applicable provisions of the Federal Occupational Safety and Health Act, as well as all other applicable federal, state, and local safety and/or environmental codes.
 28. **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.
 29. **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.
 30. **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.
 31. **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.
 32. **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.
 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.
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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

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 City.
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 RFQ, 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: Evaluation Criteria

<i>A selection committee will evaluate the submittals based on the following criteria:</i>	
Total Points Available	Evaluation Criteria
25	The specialized experience and technical competence of the firm with respect to the type of services required
15	The capacity and capability of the firm to perform the work in question, including specialized services, within the time and cost limitations fixed for the completion of the project
15	The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules
15	Prior experience with Odessa and/or previous experience with similar or like services as outlined in this RFQ
10	Professional credentials and experience of all personnel who will be involved with Odessa projects
10	References - level of satisfaction of present and former clients with accounts of similar size and complexity
10	Any litigation is fully disclosed and firm has demonstrated appropriate resolution

Affidavit of Publication

Date: August 14, 2025

STATE OF MISSOURI
COUNTY OF LAFAYETTE

} ss

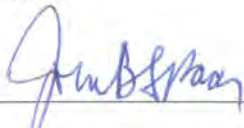
John B. Spaar, being duly sworn according to law, states that he is the co-publisher of The Odessan (a combination and continuation of The Missouri Ledger and The Odessa Democrat) a weekly newspaper located, printed and published in the City of Odessa in Lafayette County, Missouri; that said newspaper, 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:



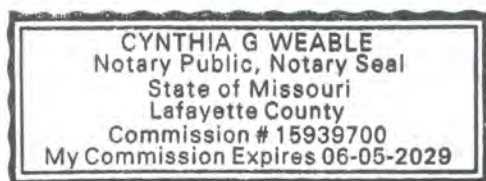
John B. Spaar, co-publisher

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



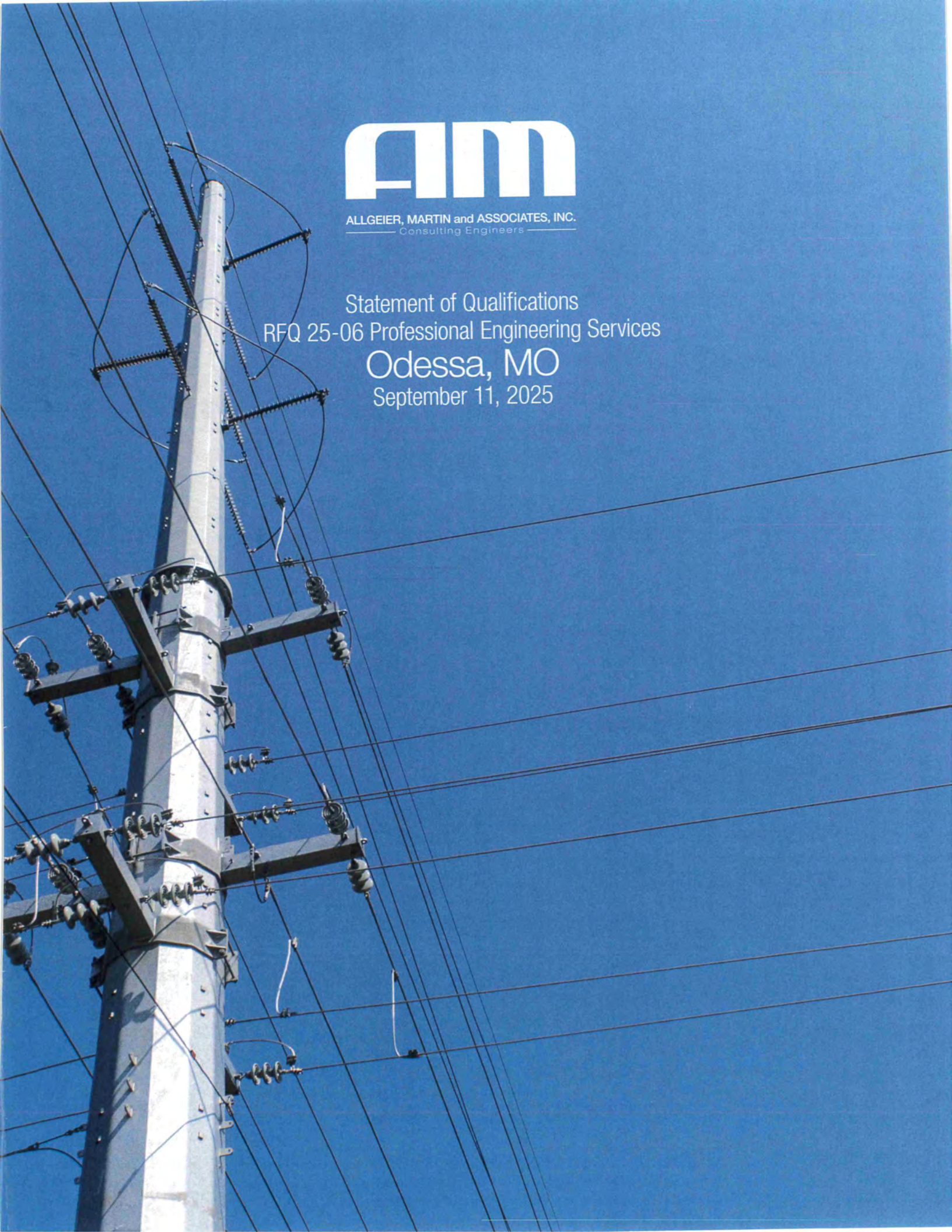
Bid No. RFQ 05-25
- **Professional Electrical Services** The City of Odessa, MO, seeks proposals from qualified consulting firms interested in providing Professional Electrical Services. Full RFQ details are available at www.cityofodessamo.com. Proposals should be submitted by 10:00 am on September 11, 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



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

Statement of Qualifications
RFQ 25-06 Professional Engineering Services
Odessa, MO
September 11, 2025





ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

September 11, 2025

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

RE: RFQ 25-06 Professional Engineering Services

Selection Committee,

Thank you for this opportunity to provide the City of Odessa our qualifications and experience as municipal electrical engineers. As you know, we have provided professional electrical and civil engineering to cities and utilities for more than 50 years. Odessa has been one of our valued customers for many of those years.

Please review the information provided in this response and consider Allgeier, Martin and Associates as a trusted advisor of the past and for a bright future. Our team currently provides all the mentioned services in your call to cities in Missouri, Oklahoma, Kansas, and Arkansas. The same services are provided to many utilities (municipal, investor owned, and cooperatives).

We look forward to hearing from you and hope to continue partnering with the City of Odessa, MO to provide professional engineering planning and turnkey engineering, procurement, and construction of your electrical system.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

David Brown, P.E.
Project Manager
417.680.7237
David.Brown@amce.com

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Allgeier, Martin and Associates, Inc. Introduction



Allgeier, Martin and Associates, Inc. is a fully employee-owned corporation with over 150 employees. We are managed by a seven-person Board of Directors consisting of long-term, key employees. We were established on January 1, 1954 as a partnership in Lamar, MO and moved to Joplin in 1956. In 1976, the firm was established as a Missouri Corporation with business expertise in Civil Engineering, Electric Power Engineering, and Surveying Services.

Electric Power Engineering Services

The Electric Power Division serves rural electric cooperatives, and investor-owned and municipal-owned utilities. We have the capability to undertake large, complex Electric Power Engineering projects and have planned and managed projects in nine states in the Midwest.

Civil Engineering Services

The Civil Division serves municipalities, government agencies, institutions, and industries. We provide a complete range of services needed by small and medium-sized cities. Because of our multi-disciplinary approach, many clients have no need to go beyond Allgeier Martin, even for large projects. Since 1954, we have cultivated relationships with each agency that benefits our clients.

- 2006: Wilson Hydro in Rolla, MO, joins AMA
- 2011: Built a new corporate office to house over 120 employees
- 2016: Opened a branch office in Kansas City, MO
- 2017: Opened a branch office in Springfield, MO
- 2020: White River Engineering in Springfield, MO, joins AMA
- 2021: Opened a branch office in Tulsa, OK
- 2023: Opened a branch office in Bentonville, AR
- 2025: Planning expansion of corporate office to be built in 2026

Joplin

7231 E. 24th St.
Joplin, MO 64804
417.680.7200

Rolla

112 W. 8th St.
Rolla, MO 65401
573.341.9487

Bentonville

1004 Beau Terre, Bldg. E, Ste. 507
Bentonville, AR 72712
479.321.5449

Kansas City

1201 NW Briarcliff Pkwy
Kansas City, MO 64116
816.673.7540

Springfield

600 W. College St., Ste. 104
Springfield, MO 65806
417.862.3355

Tulsa

321 S. Boston Ave., Ste. 300
Tulsa, OK 74103
918.986.1731

System Studies Experience

2023 CWEP Distribution System Study

Carthage Water and Electric Plant, Carthage, MO

BACKGROUND

CWEP wanted to improve the resilience and reliability of the electric power distribution system in Carthage, MO. They needed an engineering consultant to develop a plan for budgeting projects for 10 years.

ACTIVITIES

Carthage Water and Electric Plant hired Allgeier Martin to complete a Distribution System Study. Together the team helped CWEP determine where to invest upgrade budgets. Study developed plans for projects for the next 10 years. Future growth was included as well as upgrades to substations already in work.

An electronic model was created in Milsoft to predict how future loading would challenge the Distribution System. The forecast loading level was derived from Load Forecast Studies and Capacity Studies as well as historic and current billing data. Price estimates were based on historic costs for similar projects incurred by CWEP over the last five years.

TECHNICAL DESIGN

- Distribution System study & 10 year improvements plan
- MilSoft Modeling
- Load Forecast and Capacity studies
- System Maps showing improvements with date targets and protection changes needed to maintain reliable power
- Detailed analysis based on Best Practices, Safety Standards, and known Missouri state and local laws
- Design: 2023-2024

REFERENCE

Kevin Emery
Director of Power Services
417.237.7301
kemery@cwep.com

ENGINEERING TEAM

Brent Corwin, PE - Manager
David Brown, PE - Engineer



2021 Electrical Power System Study

Lockwood, MO

BACKGROUND

The City of Lockwood, MO was in need of a complete electrical power study. A focus on new loads to the City were important.

ACTIVITIES

Allgeier Martin performed an electrical power study for the City of Lockwood, MO. The study included updating electrical maps and generating a computer model of their electrical system. The study looked at the deficiencies and recommended fixes, including cost estimates. Maps were included indicating areas needing attention. The cost solutions discovered were within the city's budget and upgrades began immediately.

TECHNICAL DESIGN

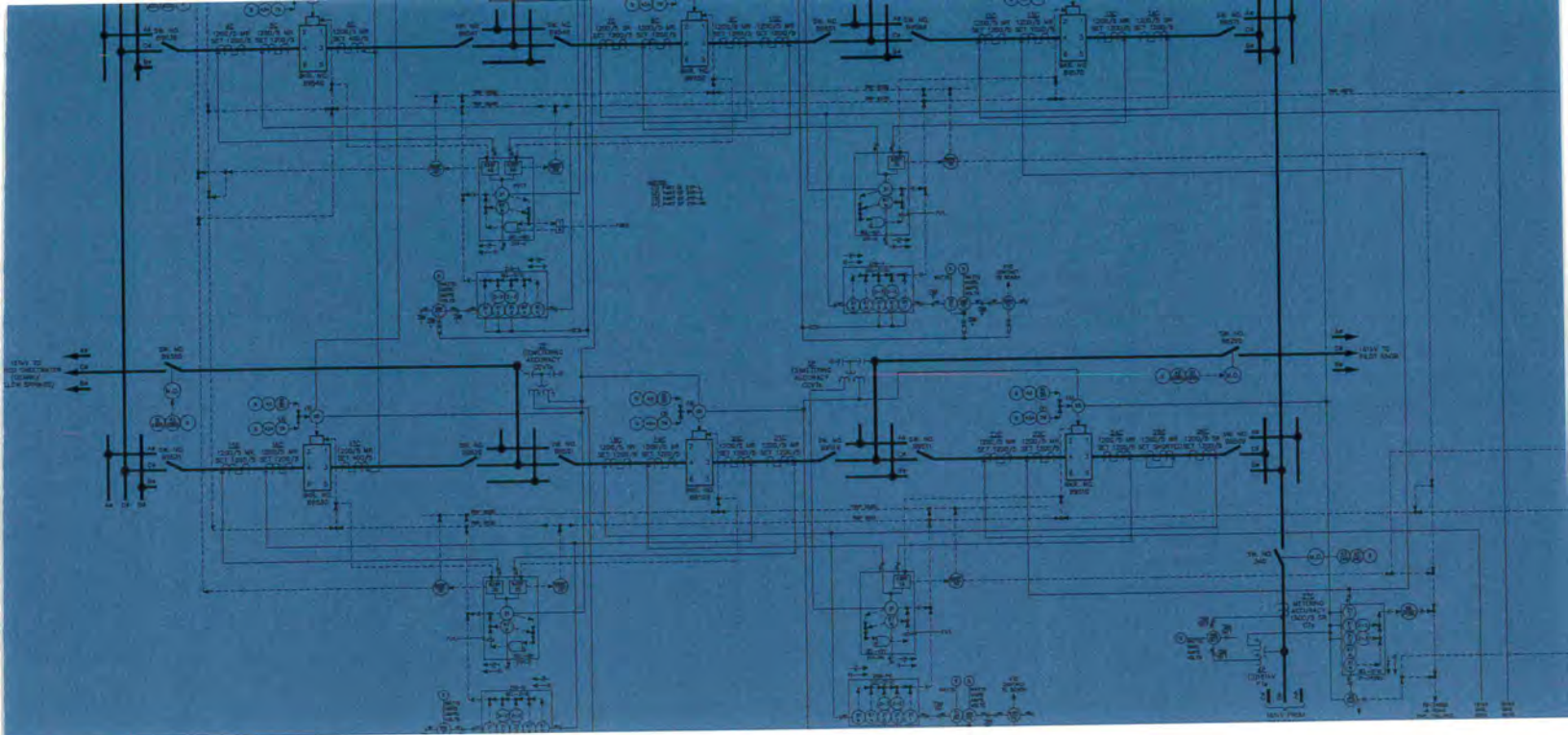
- Bound Study
- Computer model
- Circuit diagrams with fixes/ upgrades and long-term voltage conversions
- Load allocation print outs
- Fault current printouts
- Voltage drop printouts
- Update Maps
- Study began & ended in 2021

REFERENCE

Isaac Dodd
City Superintendent
citysuperintendent@lockwoodmo.com
417.955.0559

ENGINEERING TEAM

Brent Corwin, PE - Manager



Cost of Service & Rate Study

Butler, MO

BACKGROUND

The City of Butler requested a Cost of Service and Rate Study for its Electrical Distribution Department. The study was needed to confirm that utility rates were fair and equitable across all customer classes while ensuring that operating costs were being fully recovered. The analysis included comparisons with neighboring utilities and similarly sized systems to provide context for the City's existing rate structure. Based on the results, recommendations were developed to support the utility's long-term financial stability and adjust rate classes to more accurately reflect the cost of service.

ACTIVITIES

The City engaged Allgeier Martin to complete a comprehensive review of its Electrical Distribution Department. This included gathering and analyzing several years of financial records, energy purchases and sales, billing data, rate class information, and the utility's strategic plans and goals. With this information, a detailed financial model was created to evaluate the performance of each rate class and the overall utility. From this analysis, adjustments were identified to better align rates with the true cost of service and to improve fairness among customer classes. Allgeier Martin then provided the City with recommendations and guidance for implementing rate adjustments to ensure the utility's continued financial stability.

TECHNICAL DESIGN

- Balance each rate class & overall cost recovery
- Timeline: Feb 2025-Jun 2025

ENGINEERING TEAM

David Brown, PE - Manager
Maxwell Murphy - Technician



Carthage Water & Electric Plant Feeder Coordination (2023-2024)

Carthage, MO

BACKGROUND

AMA has a long history of working with the City of Carthage. They rely on Allgeier Martin for all of their substation, transmission, relaying and distribution needs. Carthage Water & Electric Plant (CWEP) operates a distribution system with overhead and underground services. Fuses and reclosers are used to protect the equipment and underground conductors. A system model with 10 year predicted loads is used to provide changes to fusing and reclosers to improve reliability and reduce outages. Allgeier Martin performed the previous study in 2013. Due to updates on their system and the time since the last study, CWEP wanted to check substation relay settings and fuse sizes on their system. The City asked Allgeier Martin to update their feeder coordination study.

ACTIVITIES

AMA began with a computer model download for their entire electrical distribution system. We assist them periodically keeping this model up to date. The model was adjusted to select protective settings from a large database of protective curves. Each of their substation feeders utilize protective relays. There are several line reclosers with multiple line fuses. They have even been implementing new fuse trip saver devices.

With the multiple protective devices' settings, it takes expansive knowledge to differentiate the various options and select the best fit protection for each utility. Our staff have many years of experience performing these studies. CWEP's system was no different. The new trip savers proved challenging. Our staff provided expert advice to make selection settings to limit outages during fault conditions. We provided a report reflecting settings at each location where protective devices exist. Fault current values were supplied for each protective device analyzed.

TECHNICAL DESIGN 2013

- Settings were developed to coordinate multiple devices, brands of recloser, and types of fuses.
- System was analyzed from a Source, Transformer, and protection device basis.
- Safety for the operating and maintenance personnel was a priority to prevent device explosions on reclose into faults.

2023

- Coordination between multiple manufacturers equipment
- Update computer model

REFERENCE

Kevin Emery
Director of Power Services
417.237.7300
kemery@cwep.com

ENGINEERING TEAM

Brent Corwin, P.E. – Manager
David Brown, P.E. - Engineer

Distribution Experience



Highway 59 Road Move (2018-2024)

Sallisaw, OK

BACKGROUND

The State of Oklahoma required the City of Sallisaw to relocate approximately two miles of 15 kV 4/0 ACSR distribution line. This line served one of the City's backbone feeders and carried multiple fiber and communication lines. The project was complicated by the presence of water, sewer, gas, and local electric cooperative facilities, all sharing the same corridor. Right-of-way challenges with the State extended the project timeline, resulting in a seven-year effort before final construction was completed in 2024.

ACTIVITIES

Allgeier Martin (AMA) supported the City throughout the project, beginning with assistance in procuring easements to address right-of-way constraints. AMA developed multiple design options, including the City's fiber backbone in the area and fiber-to-the-home connections. The team prepared material lists, unit assemblies, construction assembly drawings, and provided construction support and final inspection services—delivering a near turnkey project while allowing the City to retain selected responsibilities. The construction was competitively bid and awarded to outside contractors.

The design incorporated multiple highway crossings, joint-use structures, and all-wood pole construction. Coordination with the local electric cooperative and other buried utilities added further complexity. Changes in state law during the project allowed the majority of costs to be reimbursed, and AMA assisted the City in navigating this pilot reimbursement.

TECHNICAL DESIGN

- Coordination on design with ODOT's consultant
- Limited construction easements
- Landowner issues
- Bill of Materials
- Construction contract
- Final Inspection
- Multiple highway crossings, joint use structures, and electric coop crossings

REFERENCE

Blakely Smith Jr.
Electrical Superintendent
bsmith@sallisaok.org

ENGINEERING TEAM

Brent Corwin, P.E. — Manager

Transmission Experience



Liberty Utilities Greenfield Transmission and Distribution EPC Rebuild

Liberty Utilities, Joplin, MO

BACKGROUND

Liberty Utilities planned to remove an old 4kV/12kV sub in Greenfield, MO. They replaced it with a new 12kV substation at their Greenfield Storeroom. The project involved:

- Retiring the 69kV entrances and an old 4kV substation
- Building new 69kV entrances and a new 12kV substation
- Adding new OPGW between the old sub location and new sub location.
- Building a new double circuit 12kV feeder
- Reinsulating and rebuilding half of the distribution facilities in Greenfield, MO to change from 4kV operation to 12kV operation.

ACTIVITIES

AMA worked as part of an EPC team working in Greenfield, MO. AMA led the design for all transmission and distribution work, materials specifications, interfacing with the construction contractor for T&D work, and creating As Built drawings for the project. Another part of the EPC team handled substation design, material orders, and project financing. The AMA team redesigned transmission exits, added OPGW, designed 3 new 12kV sub entrances/ties, revised 3 existing sub 12kV entrances, added a new 1.5 miles Double Circuit 12kV 336 ACSR line. We also evaluated, reviewed, and designed for conversion from 4kV to 12kV of approximately 800 poles and 250 transformers. We created and reviewed a detailed, step-by-step process for the reinsulation and reconductor portion of the project, dividing it into 30 independent sections to keep outages to a minimum.

TECHNICAL DESIGN

- Total work consisted of approximately 1.0 miles OPGW
- 0.5 miles of new 69kV 336 ACSR sub entrances
- 1.5 miles of new three phase 12kV 336 ACSR
- 0.2 miles of 7.2kV 1/0 ALUG
- Approx. 400 poles for replacement
- Approx. 250 transformer replacements

REFERENCE

Jimmy Turner
Senior Manager, Strategic Projects
417-625-6166
jimmy.turner@libertyutilities

ENGINEERING TEAM

Steven McNabb, PE - Principal
John Riediger, PE - Manager
John Renfro - Distribution Technician



Substation G - Substation I Transmission Line

Bentonville, AR

BACKGROUND

The City of Bentonville wanted to tie Substation G with Substation I through a new transmission line. Connecting substations has many benefits, including enhanced reliability and redundancy in case of a power failure or sharing the load more evenly to prevent an overload. This project would also improve power quality through voltage regulation and reduced power fluctuations. Maintenance and load transfers would be easier with the connection, providing flexible operations. It can also efficiently help with future growth and improved emergency response.

ACTIVITIES

Bentonville hired Allgeier Martin to assess their needs. As an extension of the client's team, AMA helped determine the best route and design for the tie-in.

TECHNICAL DESIGN

- 3 group-operated air-break switches allow Bentonville to have more control over the system
- Estimate: \$3,613,500
- Design: Oct 2022-Feb 2024
- Construction: Aug 2025-Feb 2026

REFERENCE

Wayman Thurman
Engineering Manager
479.271.3135
wthurman@bentonvillear.com

ENGINEERING TEAM

Steve McNabb, PE - Principal
Nic Jessip, PE - Manager
Tim Loftness, EI - Engineer

Substation Experience



Substation 1 Rebuild

California, MO

BACKGROUND

California, Missouri was in need of a new electrical substation. The existing one was supplied by an overhead 34.5 kV transmission line. It had one feeder that was split into a north and south feed. It supplied energy at 4.16 kV. The city has been undergoing a voltage conversion project to operate at a higher voltage. City personnel removed their old 34.5 - 4.16 kV substation and tasked Allgeier, Martin and Associates to replace it.

The new substation needed to meet several key requirements: it had to fit within a very small footprint, maintain a low-profile design, and be a padmount unit. Additionally, it was required to operate at 34.5 – 12.47 kV and include three distribution feeders equipped with protective devices.

ACTIVITIES

The City hired Allgeier Martin to design this new substation. Several challenges required thoughtful planning and coordination. These included managing water drainage

from the adjacent paved lot and the slope of the surrounding area, addressing secondary containment needs related to that drainage, working within the compact site, and coordinating with another electric utility to supply 34.5 kV.

In addition to these design and coordination efforts, the City wanted the substation to support efficient and modern operations for their linemen. Crews are now able to drive up to the site and check data or settings using a phone, tablet, or laptop—without entering the substation. Feeder switching can also be performed remotely, with no need to physically connect a laptop to the protective devices. The system even allows for the option of tying the distribution feeders together outside of the substation, providing greater operational flexibility.

Allgeier, Martin was able to meet this challenge. Our staff designed this substation, procured materials, handled a turnkey construction contract and performed a final inspection. We designed the

transmission input to the substation. Our staff also redesigned the distribution feeders that run adjacent to the substation. There was no existing substation to remove.

TECHNICAL DESIGN

- 51' x 20'
- 5000 kVA
- Secondary oil containment
- Removable fence sections
- Padmount voltage regulator with single phase-regulation
- No hardwire connection to retrieve data/adjust settings
- 2 dedicated feeders & 1 future
- 8' tall fence

REFERENCE

Tyler Dicus
Electric Superintendent
573.796.2500
t.dicus@cityofcalifornia.net

ENGINEERING TEAM

Brent Corwin, PE - Manager

Right-of-Way Experience



Holly Grove-Monroe ROW Clearing & Gates

Monroe & Lee Counties, AR

BACKGROUND

Arkansas Electric Cooperative Corporation needed to clear the right-of-way in preparation to build a new 23-mile 69kV transmission line to connect its existing Holly Grove 69-13.2kV Substation to WECC's existing Monroe 69-13.2kV Substation as part of a larger plan to meet the area's growing demand.

ACTIVITIES

Allgeier Martin provided design services for the clearing and assembled and administered the contract for the clearing. The design included identifying and quantifying areas for clearing, locations and specifications for fencing, gates and culverts, as well as estimated locations and quantities of necessary SWPPP measures.

TECHNICAL DESIGN

- Parts of the route were swampy, which caused design and construction challenges. Access was limited in many areas, and there were many ditch crossings that needed to have new culvert crossings. The contractor used boats in some places to remove trees and other brush.

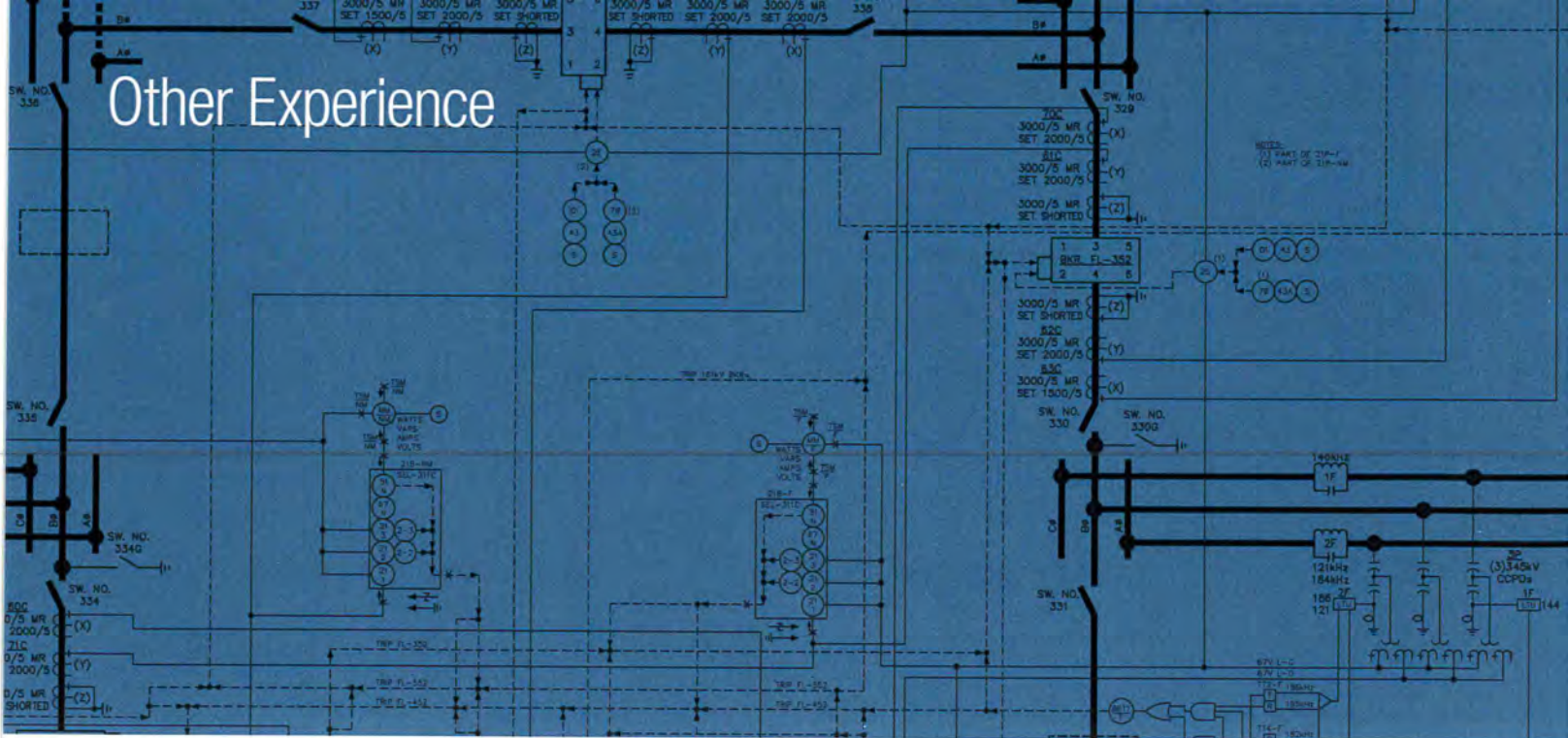
REFERENCE

Ross O'Kelley
Manager of Transmission Construction
Ross.Okelley@aecc.com
501.912.2324

ENGINEERING TEAM

Nicolaus A. Jessip, PE – Engineer
Brian Judd – Mapping & Design
Assistance
Kurt Higgins, PE – Culvert Design

Other Experience



Electrical System Billing Calculations

Burlington, KS

BACKGROUND

The City of Burlington required a streamlined method for reviewing utility billing to its customers. Because the City receives charges from three separate entities—one for electric power and diesel fuel for its generators, and two others for natural gas—it was essential to establish a process that ensured bills were applied accurately and calculated consistently. This review process was intended to give the City confidence in both the fairness of its customer billing and the accuracy of its cost recovery.

ACTIVITIES

Allgeier Martin (AMA) developed a structured methodology for reviewing the City's monthly utility billing. With notice ranging from 8 to 48 hours, AMA reviews invoices from the following suppliers:

- KPP Energy - electric power and diesel to run the City's generators
- Atmos Energy - natural gas
- Symmetry Energy Solutions - natural gas

As part of the review, AMA verifies the calculations used to determine the power cost adjustment factor applied to customer bills. The process also includes confirming that all line items are correctly applied to customer accounts and, when necessary, resolving billing discrepancies directly with the City's energy suppliers.

To ensure accuracy within the time-sensitive billing cycle, AMA designated three personnel to conduct the review process. Any two of the three individuals independently verify the billing before AMA provides the City with either approval or specific recommendations for adjustment.

BILLING TEAM

Tony Dameron, P.E.

Nathan Arnold, P.E.

Eric Reiser, P.E.

Capacity & Capability



Bridges



City Engineer



Communication



Drone



Electric Distribution



Electric Transmission



Floodplain Mapping



GIS



Hydrology



Inspection



Intersections



Modeling



Protective Relay



Regulation



Right of Way



Roads



Site Development



Stormwater



Streambanks



Structure



Substations



Survey



Trails/Sidewalks



Water Storage



Water Distribution



Water Treatment



Wastewater Collection



Wastewater Treatment

Allgeier Martin has 150+ employees. The firm consists of Civil and Electric Power divisions.

The average tenure of AMA Professional Engineers is 14 years.

The average tenure of AMA technical staff is 12 years.

The U.S. Bureau of Labor Statistics reports that A/E staff tenure averages 5.2 years. (USDOL-22-1894)



Electric Power Division

- 17 Professional Engineers
- 11 Engineers-In-Training
- 2 Registered Land Surveyors



Civil Division

- 19 Professional Engineers
- 5 Engineers-In-Training
- 3 Registered Land Surveyors



Support Services

- Right-of-Way/Easement Negotiators
- Construction Inspectors
- Full Service Print Shop

*We strive for personal service
delivered by your most trusted advisor.*

Government Funding, Reporting, & Requirements



Allgeier Martin has extensive experience supporting engineering projects that involve government funding, whether federal, state, or local. Our team works closely with clients to ensure all project requirements are understood and incorporated from the outset, including funding eligibility, documentation, and compliance with program-specific regulations. We provide guidance throughout the planning, design, and construction phases to help clients maximize funding opportunities while minimizing risk.

We place a strong emphasis on reporting and documentation, maintaining accurate records to meet funding agency requirements and deadlines. This includes preparation of financial reports, project status updates, and final compliance documentation, all in accordance with the applicable governmental and industry standards.

Our engineers and project managers collaborate directly with funding agencies and regulatory authorities when necessary, ensuring that all technical and procedural requirements are satisfied. By combining technical expertise with knowledge of government funding processes, we help our clients successfully deliver projects that are fully compliant, properly documented, and aligned with both budgetary and regulatory expectations.

Grant Funding & Compliance



California, MO

The City of California sought assistance to apply for funding through the Department of Natural Resources' Grid Resilience Program, which supports disadvantaged municipalities in improving their electric systems. As the City's consulting engineer, Allgeier Martin worked with the City and the Mid-MO Regional Planning Commission to complete the application, develop project descriptions, and provide analytics.

Using a list of potential improvement projects, we prepared cost estimates, narratives, and calculations for energy demand reduction and outage-related losses to determine cost-benefit ratios. With time-sensitive deadlines, Allgeier Martin helped ensure the application was thorough and accurate. The process is nearing completion, with the City responsible for 49% of project costs and the program providing 51% funding.

Troy, KS

Recently, Doniphan Electric Cooperative in Troy, KS sought assistance with a grant application for the Department of Energy's Grid Innovation Program (GRIP) to support the replacement of an aging substation. While another consultant led the application process, Allgeier Martin (AMA) partnered with the cooperative to provide project estimates and narratives.

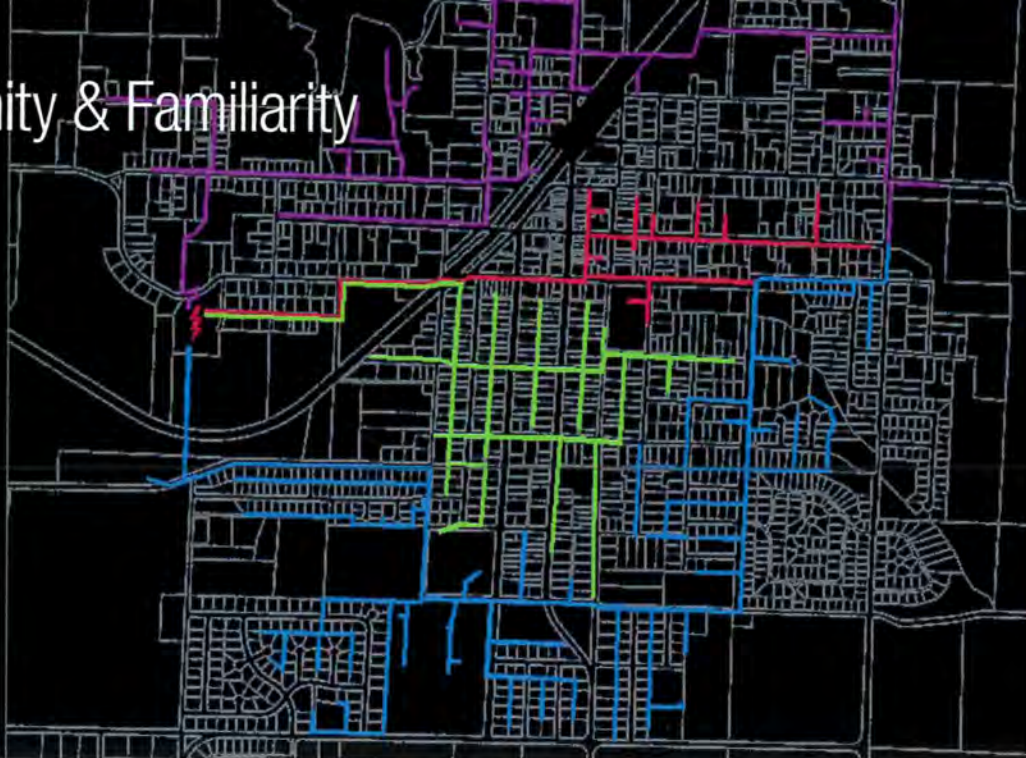
The cooperative was successfully awarded the grant, which covers 80% of the project cost, with the cooperative responsible for 20%. AMA is currently positioned to support the design and construction of the replacement substation once the project moves forward.

Grant Compliance

Allgeier Martin is experienced in ensuring full compliance with grant requirements throughout the lifecycle of a project. Our team works closely with clients to understand the specific conditions, reporting obligations, and documentation standards associated with each grant. We develop processes to track expenditures, maintain thorough records, and provide timely reports to funding agencies, ensuring transparency and accountability. By integrating grant compliance into project planning and execution, we help clients meet all regulatory and contractual obligations while maintaining eligibility for current and future funding opportunities. Key areas of compliance that we prioritize include:

- Best Practice - RUS & Accepted Procedures
- Reasonable Asset Extension
- Fair Rates- Cost of Service
- Loan Compliance
 - Debt Ratio
 - Long Range Plans
- Environmental

Proximity & Familiarity



Proximity

Our firm serves clients across the Midwest from our headquarters in Joplin, Missouri. Our teams regularly travel throughout the region to support ongoing projects. We value strong communication and take pride in working as an extension of our clients' teams, ensuring that responsiveness and collaboration are at the forefront of every project we deliver.

Odessa is only 3 hours from our main offices. This is only a 1/4 of the overall immediate response area covered by Allgeier Martin's dedicated engineers. We are often called on for immediate needs as far as 12 hours away. We are always available with a quick phone call, text, or email.

Familiarity

Allgeier Martin is organized into two Divisions—Electric Power and Civil. Within the Electric Power Division, we offer robust expertise through our Substation, Transmission, Distribution, and Relay Departments. Our team is experienced in supporting clients from the earliest stages of project planning through final completion, providing consistency and reliability throughout the process. We place a strong emphasis on maintaining compliance with all applicable industry regulations and standards, ensuring that every project is delivered with safety, quality, and long-term performance in mind.

Allgeier Martin's Electric Power Division assisted the City of Odessa in 2008 with a Rate Study. More recently, Allgeier Martin's Civil Division has performed duties as City Engineer and designed projects for your Stormwater, Transportation, Wastewater, and Water systems.

We greatly value our partnership and truly enjoy working with the City of Odessa. Our mission is to serve as our clients' most trusted advisor, providing guidance and solutions they can rely on at every stage of a project. We look forward to continuing this strong partnership and supporting the City in future initiatives.

Allgeier Martin Electrical Services

Line Design

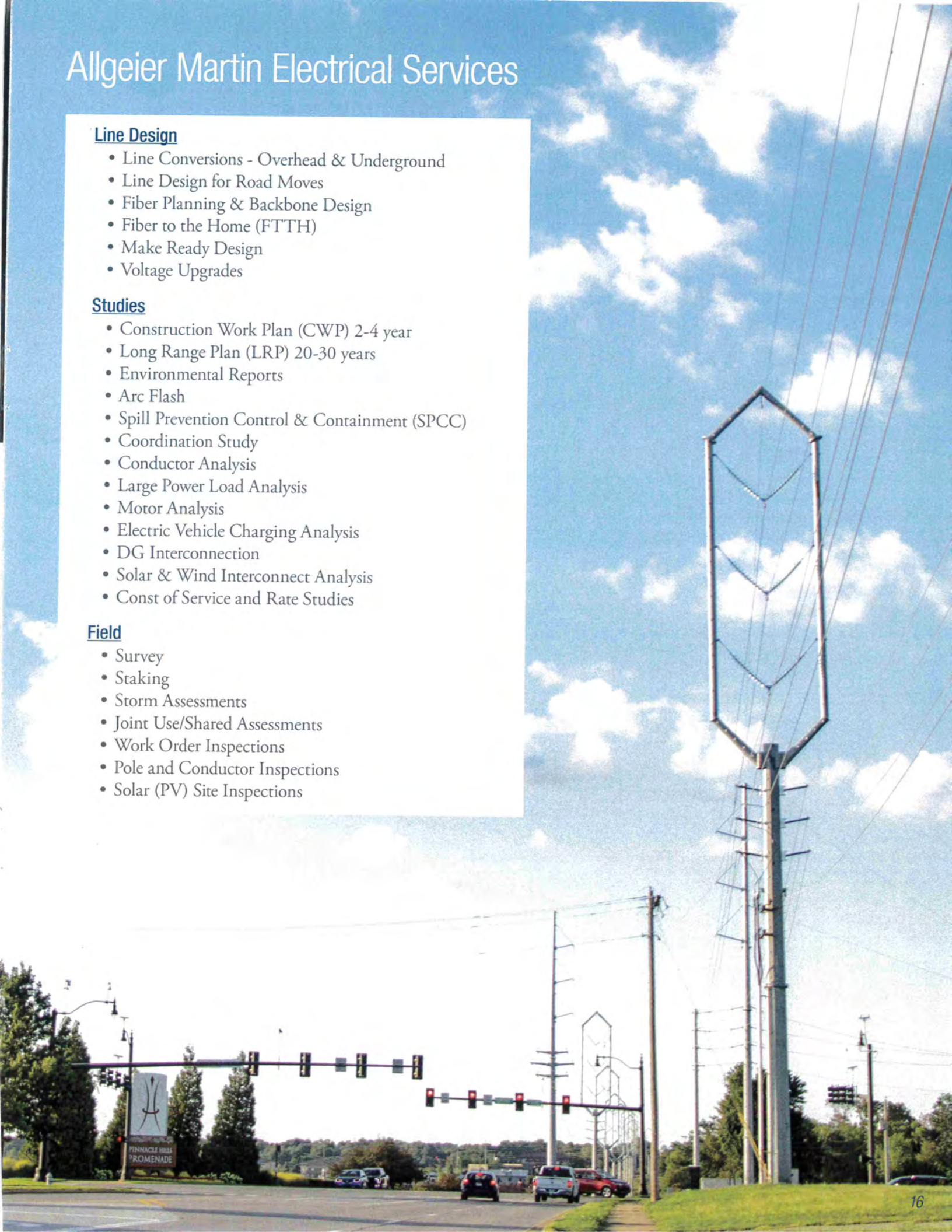
- Line Conversions - Overhead & Underground
- Line Design for Road Moves
- Fiber Planning & Backbone Design
- Fiber to the Home (FTTH)
- Make Ready Design
- Voltage Upgrades

Studies

- Construction Work Plan (CWP) 2-4 year
- Long Range Plan (LRP) 20-30 years
- Environmental Reports
- Arc Flash
- Spill Prevention Control & Containment (SPCC)
- Coordination Study
- Conductor Analysis
- Large Power Load Analysis
- Motor Analysis
- Electric Vehicle Charging Analysis
- DG Interconnection
- Solar & Wind Interconnect Analysis
- Const of Service and Rate Studies

Field

- Survey
- Staking
- Storm Assessments
- Joint Use/Shared Assessments
- Work Order Inspections
- Pole and Conductor Inspections
- Solar (PV) Site Inspections



Drone

- Survey
- Visual Inspection
- IR Inspection
- Lidar
- Storm Inspection/Assessment

Contracts

- Pole Replacement
- Construction(Labor only, Labor and Material)
- Site Specific
- Material/Equipment
- Emergency Services

Other

- EPC (Engineering, Procurement, Construction)
- Steel Pole Design
- Bill of Materials
- Mapping/GIS
- Right-of-Way (ROW) Management
- Project Management
- Equipment Specific Development
- DOT & Railroad Crossing Permits



A. BRENT CORWIN, P.E.

Electrical Project Manager | brent.corwin@amce.com



Distribution



Transmission



Fiber



Inspection



Project Management



Contracts

Professional Experience

Brent has been an Electrical Power Engineer with Allgeier Martin since 2006. He has over 24 years of experience working with electric cooperatives. He has been the Project Manager for design drawings and specifications for new Distribution and Transmission Lines and Substations. He is fluent in contracts related to construction and materials. He is often called upon for short & long-range planning studies, site inspections, coordination studies and arc flash studies. He has assisted clients with the interconnection of DG on their electrical systems. Overhead and underground power and fiber design are part of Brent's experience. Brent has expanded into assisting clients with PV, EV charging and wind turbine load analysis and working with ESRI and GEO database downloads to import them into our electrical analysis software.

Leadership

Manager of Milsoft Software and electrical power system analysis. Manages and organizes office and field personnel Brent speaks and teaches arc flash and coordination techniques and planning studies. He manages line design, road moves, and system planning studies. Brent mentors younger staff while managing his projects.

Education

MISSOURI
S&T

P.E. Registrations



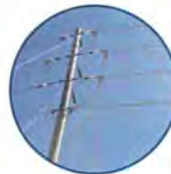
Memberships



IEEE



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers



Water Plant 12kV Tie Line Cameron, MO

Provide material list & construction drawings
Used the same pole locations to maintain existing underground service
Created construction contract for a line conversion project



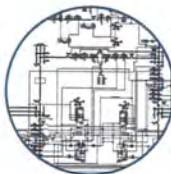
Sub-1 Feeder Move Carthage, MO

2 overhead circuit exits
3 underground circuit exits
Electrical distribution OH and UG
Equipment yard
Multiple substations
Existing water plant equipment



Arc Flash Study Chillicothe, MO

Generate Arc Flash Report for entire system
18 substations
132 Overhead Transformers
26 Padmount Transformers



Construction Work Plan

4 across 4 states within the last 4 years
Meet RUS requirements
Cost estimates, voltage drops & fault currents
Several Borrowers Environmental Reports
Work Plan Amendments



Construction Contracts

Pole replacements
Line conversions
Emergency Service



Line Design

Overhead & underground
Road moves/bridge moves
Conversions and upgrades



DAVID BROWN, P.E.

Electrical Project Manager | david.brown@amce.com



Transmission



Distribution



Substations



Inspection



Project Management



Fiber

Professional Experience

David Brown began with Allgeier Martin in 2022 as an Electrical Power Engineer specializing in distribution planning, arc flash studies, cost of service, rate studies, and design. He interned at Allgeier Martin at the beginning of his engineering career. David has experience with design and system testing. David also has experience in battery storage and communications systems. Since 2013, David has worked in Battery Energy Storage Systems, transmission and substation planning, and NERC compliance for cooperative utilities. Before returning to Allgeier Martin, David spent five years in the planning department at KAMO Power (a G&T) and supported seventeen distribution coops. David now performs studies for construction work plans, long range plans, arc flash safety, distribution design, cost of service studies, rate studies, and other utility engineering operations support.



Choctaw Electric Cooperative

Hugo, OK

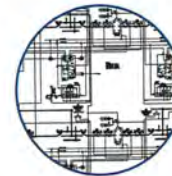
Construction Work Plan
Arc Flash Safety Study
Work Order Inspections



Indian Electric Cooperative

Cleveland, OK

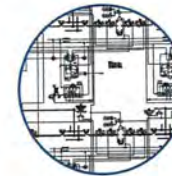
Broadband Fiber Make-Ready



Cost of Service

City of Butler, MO

Comprehensive Cost of Service &
recommendations for rate adjustments
Client Operations & Protections
On-Call operations & protections Support



Contract Administration

Northfork Electric Cooperative



Construction Work Planning

Arkansas Valley Electric
Construction work planning
Long Range Plan



System Planning

CWEP
System Planning

Education



P.E. Registrations



Memberships





JOSHUA CHAPPELL

Mechanical Engineer | josh.chappell@amce.com



Electrical Distribution



Mechanical



Modeling



Structure



Road Move

Professional Experience

Josh Chappell joined Allgeier Martin in 2023 shortly after graduating from Oklahoma State University. As a mechanical engineer, Josh is uniquely qualified to collaborate on electrical distribution and structural projects. Prior to joining the Allgeier Martin team, Josh worked at Emergency Medical Services Authority where he helped maintain ambulances and equipment used by medical professionals.

Education



Memberships



Conversion 344

Choctaw Electric Coop, Hugo, OK

Designed 7 miles double circuit 477 using PLSCADD

Provided staking sheets & structure framing drawings



Greenwood Road Move

Choctaw Electric Coop, Hugo, OK

Design 2 miles of narrow profile 3-phase 4/0 ACSR using PLS C900

Created staking sheets



Work Order Inspection

Twin Valley Electric Coop, Altamont, KS

Conduct onsite line inspection of 3-phase & single-phase line to ensure construction was done to designed specifications



Highway 612 Bypass Road Move

Carroll Electric Coop, Bentonville, AR

Using PLS CADD designed several sections of 3-phase 477 ACSR

Designed underground electric plan to feed neighborhood

Designed five self supporting structures & provided detailed steel loading sheets



ANASTASIA PACE, E.I.

Distribution Project Engineer | anastasia.pace@amce.com



Analysis



Electric Distribution



Modeling



Project Management

Professional Experience

Anastasia joined Allgeier Martin full-time as a Distribution Project Engineer in 2024. Anastasia graduated with a bachelor's degree in electrical engineering and a minor in renewable energy engineering from John Brown University in May of 2024. During her time at JBU, she served as president of the Society of Women Engineers chapter and marketing director for the IEEE chapter. She was a two-time IEEE PES scholar and four-year varsity track athlete. The summers following her sophomore and junior years were spent as an intern with Allgeier, Martin, & Associates' distribution engineering department. Anastasia can provide a variety of distribution engineering services, including line and structure design, road moves, PLS-CADD modeling and analysis, short-term and long-term system planning studies, arc flash studies, and contract preparation related to construction and materials.



Conversion 336

Choctaw Electric Cooperative, Hugo, OK

Utilized PLS-CADD to design, model, & analyze seven miles of double circuit 477 ACSR
Found creative solutions for mountainous terrain & commercial areas without acquiring additional ROW

Created detailed staking sheets & reviewed plan view sheets



Feeder 20 Buildout

CWEP, Carthage, MO

Utilized PLS-CADD and hand calculations to design 1 mile of overhead double circuit 477 ACSR & underground double circuit 500 AL
Designed custom overhead and underground double circuit construction drawings
Updated & expanded material database to provide complete material breakdown for municipal contract



Highway 177 Road Move

Central Rural Electric Coop, Stillwater, OK

Utilized PLS-CADD to design, model, & analyze six miles of 4/0 and 477 ACSR line
Communicated effectively to ensure clearance requirements were met for highway crossings where other overhead lines were present
Collaborated with survey crews to create best possible design within proposed ROW

Education



E.I. Registrations



Memberships



IEEE





JOHN E. RENFRO

Electrical Design Technician | john.renfro@amce.com



Distribution



Staking



Road Moves



CADD

Professional Experience

John has been an Electrical Power Design Technician with Allgeier Martin since 2001. He is experienced in electric distribution staking, surveying techniques and terminology, operated and field-tested GPS receivers (U.S. Army) and electronic instruments to determine direction and distance from survey points. He has supervised a 10-man fire support team (U.S. Army) and worked with Civil Affairs in Bosnia on civilian/military relations (U.S. Army).

Utilized PLS-CADD, PLS-POLE are SAPS for line design, and joint use make ready.

Education



Military Service



Backbone Fiber Design

Indian Electric Cooperative, Cleveland OK
Add 80 miles of fiber optic communications wire to existing distribution structures in central Oklahoma

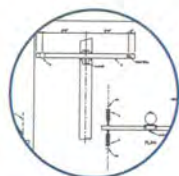


Install New 69kV with Future 161kV Capacity, Atlas to Kodiak

Liberty Utilities, Joplin, MO

Approx 7 mile 161kV & 69kV line designs connecting Atlas Junction & Kodiak Substations

Design will be underbuild on existing route with several distribution line upgrades



Install Double Circuit 25kV Line Hochatown, OK

Choctaw Electric Cooperative, Hugo, OK

Design 13 miles single circuit 477 ACSR with provisions for future double circuit operation in very rugged environment



Data Management

Carroll Electric, Berryville, AR

Oversees field design

Extracts data from Fulcrum

Enters data into FUTURA on Client system



Multiple 12kV lines for Upgrades & Road Moves

Carroll Electric Cooperative Corporation, Berryville, AR

Design distribution lines within the cooperative's computer system



Distribution Reliability

Liberty Utilities, Joplin, MO

Design fixes to dilapidated poles and line

Enter unit assembly updates directly into the clients GIS system



ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers



CARSON GUEST

Electrical Technician | carson.guest@amce.com



AutoCAD



CYME



Milsoft Windmil

Professional Experience

Carson started at Allgeier Martin in 2021 as an Electrical Power Technician. He brings experience in electrical transmission and distribution design as well as drawings and materials development. Carson regularly uses CYME and Milsoft Windmil software for system planning. He also has over two decades worth of AutoCAD expertise.

Carson has provided FUTURA support to a client in northwest Arkansas. He has even taught their staff several new features of the software.



Multiple Reliability Jobs

Liberty Utilities

Transmission and Distribution Reliability evaluations



Various System Planning Projects

Computer system modeling
Load allocations and voltage drops



Field Design

Carroll Electric, Berryville, AR

Enters field design from Fulcrum into Cooperative's system with FUTURA software
Initiates staking sheets & material lists

Education



MISSOURI
SOUTHERN
STATE UNIVERSITY



CROWDER
COLLEGE

State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Professional Engineering Corporation



VALID THROUGH DECEMBER 31, 2026
ORIGINAL CERTIFICATE/LICENSE NO. 000427

ALLGEIER, MARTIN AND ASSOCIATES, INC.
7231 EAST 24TH STREET
JOPLIN MO 64804
USA

Rhonda Bullock
EXECUTIVE DIRECTOR

Sheila Solen
DIVISION DIRECTOR

State of Missouri

Missouri Department of Commerce and Insurance
Division of Professional Registration
Board for Architects, Engineers, Land Surveyors & Landscape Architects
Professional Land Surveying Corporation



VALID THROUGH DECEMBER 31, 2026
ORIGINAL CERTIFICATE/LICENSE NO. 000081

ALLGEIER, MARTIN AND ASSOCIATES, INC.
7231 EAST 24TH STREET
JOPLIN MO 64804
USA

Rhonda Bullock
EXECUTIVE DIRECTOR

Sheila Solen
DIVISION DIRECTOR

**E-Verify
Memo of Understanding**

Company ID Number: 241962

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer:: Allgeier, Martin and Associates, Inc.

Chris Erisman, P.E.

Name



Signature

Vice President

August 6, 2013

Verification

Department of Homeland Security Division

USCIS Verification Division

Signature

Title

Date



ALLGMAR-01

DONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804		CONTACT NAME: Dawn Oney PHONE (A/C, No, Ext): (417) 623-7500 E-MAIL ADDRESS: doney@theinsurancenter.com FAX (A/C, No):		
INSURED Allgeier, Martin and Associates, Inc. PO Box 2627 Joplin, MO 64803-2627		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American Casualty Company		20427
		INSURER B: The Continental Insurance Company		35289
		INSURER C: Transportation Insurance Company		20494
		INSURER D: CONTINENTAL CASUALTY COMPANY		20443
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			1063177197	12/8/2024	12/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			1063177202	12/8/2024	12/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEED <input checked="" type="checkbox"/> RETENTION \$ 0			1062449393	12/8/2024	12/8/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC163177216	12/8/2024	12/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			AEH008212765	10/7/2024	10/7/2025	Each Claim/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

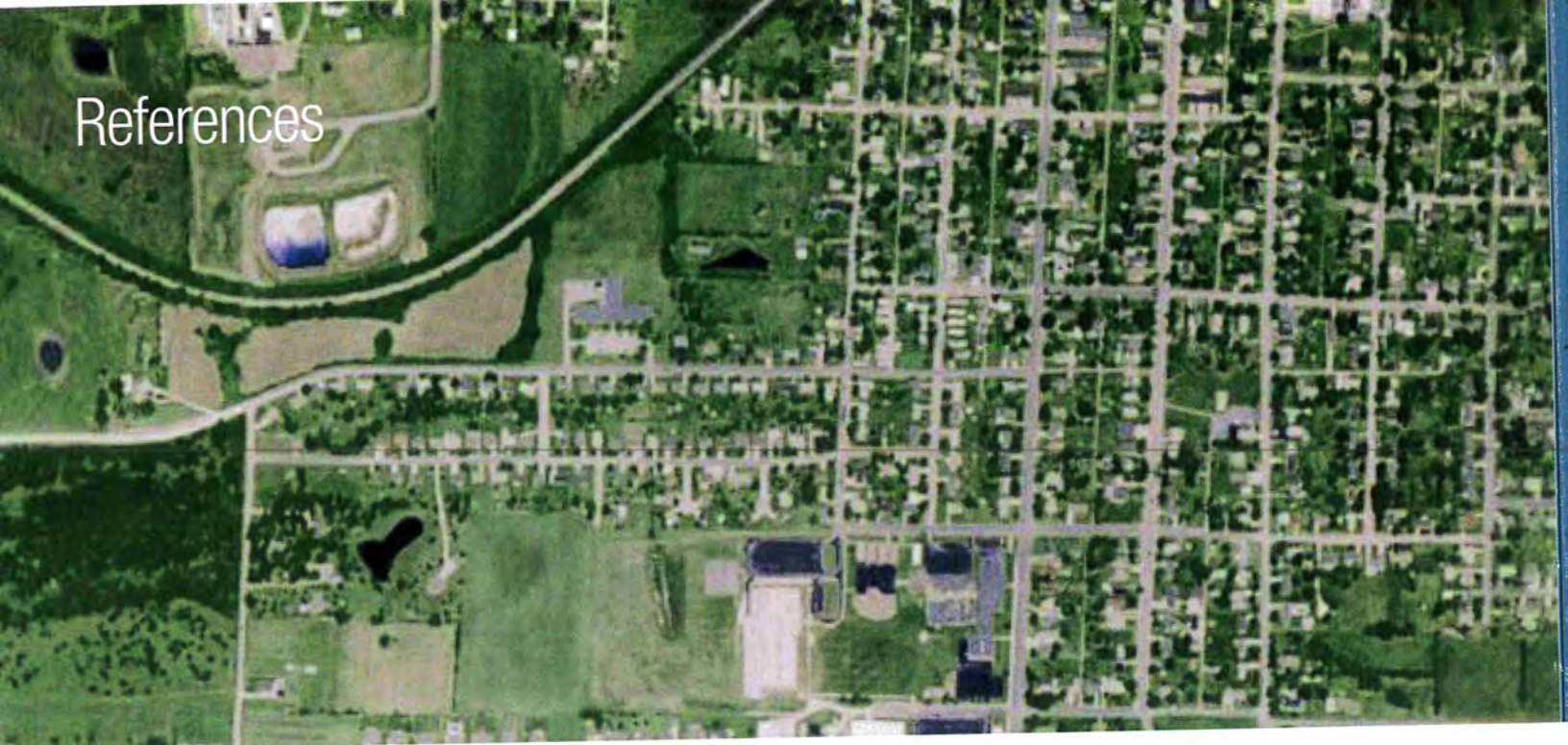
CANCELLATION

For Information Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

References



Carthage Water & Electric Plant

Kevin Emery
Director of Power Services
417.237.7301
kemery@cwep.com

Bentonville, Arkansas

Wayman Thurman
Engineering Manager
479.271.3135
wthurman@bentonvillear.com

Sallisaw, OK

Blakely Smith Jr.
Electrical Superintendent
bsmith@sallisaok.org

Lockwood, Missouri

Isaac Dodd
City Superintendent
citysuperintendent@lockwoodmo.com
417.955.0559

Arkansas Electric Cooperative Corporation

Ross O'Kelley
Manager of Transmission Construction
Ross.Okelley@aecc.com
501.912.2324

California, Missouri

Tyler Dicus
Electric Superintendent
573.796.2500
t.dicus@cityofcalifornia.net

Record of Performance



Allgeier Martin provides planning, design, and construction phase engineering services. We have established an excellent record of performance in cost control, quality of work, and ability to meet schedules. It is our desire to provide engineering services that are beneficial for the continued growth and prosperity of a community and their Utility or Cooperative.

Accurate planning and design help contractors properly bid and construct projects. This controls costs and provides quality control over the final product. Final costs are dependent on the technical expertise and management of the contractor. However, good engineering makes it easier on contractors to bid confidently and keep projects in budget.

Project Name	Location	Engineer Est.	Bid Price	Const. Cost	Const. Bid*	Est. to Const.†	Discipline	Year
Browning Sub Rehab	Browning, MO	\$1,308,500	\$1,197,853	\$1,239,428	3.5%	-5.3%	Substation	2018
Maryville Sub Wind Farm Addition	Maryville, MO	\$2,668,000	\$1,815,792	\$1,832,930	0.9%	-31.3%	Substation	2019
Gower Sub Rehab	Gower, MO	\$1,331,500	\$992,540	\$992,540	0.0%	-25.5%	Substation	2020
Hickory Creek Sub Upgrade	Jamesport, MO	\$3,002,000	\$2,807,911	\$2,811,943	0.1%	-6.3%	Substation	2021
Missouri City Sub Upgrade	Missouri City, MO	\$1,466,000	\$1,413,828	\$1,413,828	0.0%	-3.6%	Substation	2022
Chapel Hill Sub Circuit Switcher Addition	Oak Grove, MO	\$723,000	\$846,040	\$846,040	0.0%	17.0%	Substation	2023
Hopkins Sub Rehab	Hopkins, MO	\$941,500	\$891,455	\$891,455	0.0%	-5.3%	Substation	2020
Edgemont - Brownsville 161/69 D.C.	Brownsville, AR	\$16,621,466	\$13,360,149	\$13,779,718	3.1%	17.1%	Transmission	2021
Brownsville - Drasco 161/69 D.C.	Brownsville, AR	\$16,075,699	\$15,323,241	\$15,061,919	-1.7%	-6.3%	Transmission	2021
Drasco - Heber 161/69 D.C.	Heber Springs, AR	\$11,387,929	\$11,880,996	\$11,334,410	-4.6%	-0.5%	Transmission	2021
Hickman South - Huffman 161 D.C.	Huffman, AR	\$4,635,000	\$4,154,196	\$4,214,632	1.5%	-9.1%	Transmission	2021
Zion Hill - Mountain Springs 161	Zion Hill, AR	\$5,220,500	\$4,090,970	\$3,899,797	-4.7%	-25.3%	Transmission	2022
Vimy Ridge - Sardis South 115	Vimy Ridge, AR	\$2,472,202	\$2,093,260	\$2,109,205	0.8%	-14.7%	Transmission	2022
Marston-Fletcher 345kV Structure Replace	Marston, MO	\$3,318,779	\$4,072,074	\$3,469,581	-14.8%	4.5%	Transmission	2019
Clinton West-Edgemont 161/69 D.C.	Clinton West, AR	\$23,470,836	\$17,626,071	\$16,986,463	-3.6%	-27.6%	Transmission	2020
Dry Creek-Green Forest 161kV Line Construction	Green Forest, AR	\$1,320,160	\$1,347,984	\$1,332,554	-1.1%	0.9%	Transmission	2021

* % of final construction cost above bid price

† % of construction cost above Engineer's Estimate

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 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 City.
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: David Brown, PE, Electrical Project Manager

For and on behalf of: Allgeier, Martin and Associates, Inc. (Company)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, JoBeth Shumaker, 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 Allgeier, Martin and Associates, Inc. ("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: JoBeth Shumaker

(Signature) Print Name/Title: JoBeth Shumaker VP-Finance
Allgeier, Martin and

On Behalf of: Associates, Inc. (Company)

STATE OF Missouri)
COUNTY OF JASPER) ss.

Submitted and sworn to before me this 2ND day of SEPTEMBER, 2025.

Craig S. Jones

Notary Public

CRAIG S JONES

Print Notary Name

My commission expires: SEPT. 29, 2025

THIS FORM **MUST BE** SUBMITTED WITH THE QUALIFICATIONS

CRAIG S. JONES
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: September 29, 2025
Commission Number: 13530700

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 RFQ, and am submitting the proposal accordingly.

Dated this Second day of September, 2025.



(Authorized Representative Signature)

David Brown, PE, Electrical Project Manager

(Authorized Representative Name/Title)

Allgeier, Martin and Associates, Inc.

(Company Name)

7231 East 24th Street

(Address)

Joplin, MO 64844

(City, State, Zip)

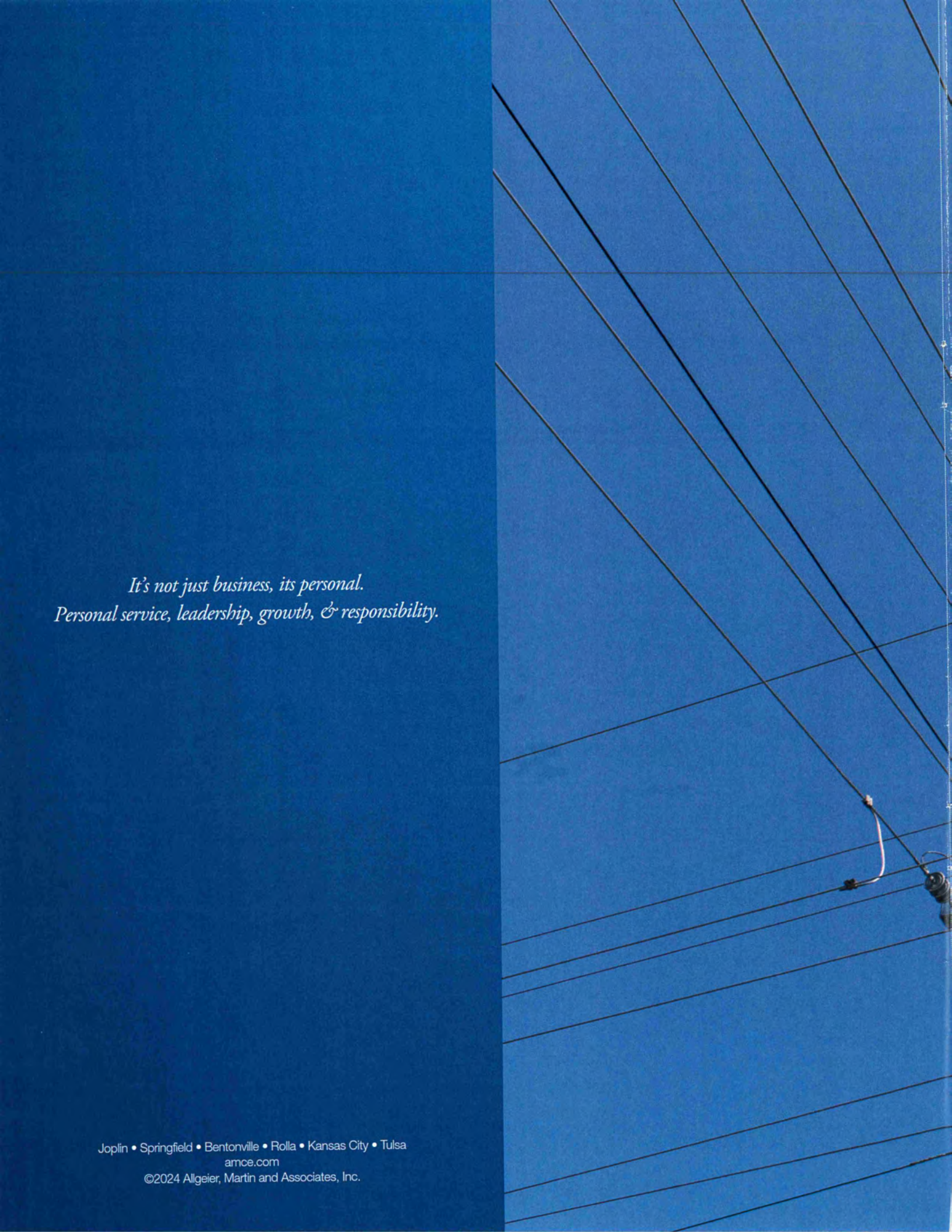
P: 417-680-7237 F: 417-680-7300

(Phone Number/Fax Number)

david.brown@amce.com

(Email Address)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS



*It's not just business, its personal.
Personal service, leadership, growth, & responsibility.*

Joplin • Springfield • Bentonville • Rolla • Kansas City • Tulsa
amce.com

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

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

September 26, 2025

Allgeier, Martin and Associates, Inc.
David Brown, Project Manager
7231 East 24th Street
Joplin, MO 64804

Subject: Notice of RFQ Award – RFQ 05-25 Professional Electrical Engineering Services

Dear Mr. Brown

The City of Odessa, MO is pleased to inform you that your request for qualifications submitted on September 11th for professional electric engineering services has been accepted. After careful review of all proposals, your firm was determined to be the best qualified in accordance with the City's procurement policies and applicable state law.

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

SERVICES CONTRACT

THIS CONTRACT ("Contract") made and entered into this date, October 31, 2025, by and between the City of Odessa, Missouri (the "City") and Allgeier, Martin and Associates, Inc. ("Contractor").

Witnesseth That:

WHEREAS the City of Odessa desires to engage the Contractor to provide certain services hereafter more particularly described in **Exhibit A**; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Scope Of Work.** The City agrees to engage the work of the Contractor and the Contractor agrees to provide the services and assume the responsibilities hereinafter set forth in **Exhibit A**. The Contractor agrees to obtain a City business license prior to performing the work described herein.

A. All work performed under this Agreement or a task order pursuant to this Agreement shall be performed under the supervision of licensed engineers and licensed surveyors as applicable. The Contractor shall exercise reasonable skill, care, and diligence in the performance of its services in accordance with customarily accepted professional engineering practices. If Contractor fails to meet the foregoing standard, Contractor shall perform at its own cost, and without reimbursement from the City, the professional engineering services necessary to correct any and all errors and omissions that are caused by Contractors' failure to comply with such standard.

B. The parties agree that the Contractor shall perform work for the City pursuant to an on-call/task order basis. Typical task order projects may include, but are not limited to:

- Planning, design, and ongoing maintenance and repair of the City's electrical systems;
- Support in meeting electric regulatory guidelines and requirements;
- Development and/or review of the City Code in relation to the City's electrical system; and
- Planning and design assistance in relation to applications for extension of service facilities of the City's electrical systems.

2. **Addition to Work.** The parties agree that the work performed under this Contract shall be on an on-call/task order basis. The Contractor shall not perform work unless authorized by the City Administrator or their designee.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Contractor agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the work required hereunder will be performed by the Contractor or under Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **General Guarantee and Warranty.** The Contractor represents 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 this Contract.

6. **Debarment.** The Contractor hereby certifies that it is not on any local, state, or federal debarment or convicted violator list in relation to the construction or maintenance of public facilities. The Contractor certifies that it shall not utilize any subcontractors who are on any local, state, or federal debarment or convicted violator list in relation to the construction or maintenance of public facilities.

7. **Term.** The work of the Contractor shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed within one year from the execution of this Contract. This Contract may be renewed by the City for two additional one-year periods.

8. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Contractor providing work hereunder 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 the fixed sum shall not be eligible for payment. The Contractor shall notify the City if 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.

9. **Payment.**

A. **Conditioned upon acceptable performance.** Upon annual appropriation, the City agrees to pay the Contractor on a monthly basis within 30 days of receipt of invoice from the Contractor, which shall constitute complete compensation for all work to be rendered under this Contract for the preceding month; provided, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the description of work set forth in **Exhibit A**. The parties agree that the work performed under this Contract shall be on an on-call/task order basis and that the City shall be charged based on the hourly rate of those performing work under this Contract.

B. The City is exempt from sales taxes in accordance with Article 3, Section 39(10) of the Missouri Constitution.

10. **Termination of Contract.**

A. **Termination for breach.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of this Contract, and the City shall thereupon have the right to terminate the Contract upon written notice to Contractor and an opportunity to cure such default within seven (7) days of the date of the written notice. If Contractor fails to cure such default(s) within seven (7) days, then City may terminate the Contract. If the City fails to make payments to Contractor as set forth herein, Contractor may suspend its work upon written notice to City and an opportunity to cure such nonpayment within thirty (30) days of the date of the written notice. The City or Contractor shall give written notice of termination to the other by one of three different means: Facsimile Transmission ("FAX") if Contractor has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination notice shall be the date upon which notice of termination is hand delivered to Contractor or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, parts, materials, and reports or other materials prepared by the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

B. **Right to terminate in the absence of breach.** Either party may terminate this Contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this Section. Such notice shall specify the date of termination, but in no event shall either party terminate the Contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination, in the event of termination in the absence of breach.

C. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of this Contract.

11. **Conflicts.** Any bidder 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 in writing at the time of the execution of this Contract. A violation of this provision renders the Contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. 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.

12. **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.

13. **Performance.** It is understood by the parties that time is of the essence in this Contract.

14. **Discrimination.** The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

15. **General Independent Contractor Clause.** 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 City, 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.

16. **City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

17. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. All of the provisions in the Contract are subject to the terms of Missouri Sovereign Immunity as set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes.

B. The Contractor shall 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 to the extent caused by the Contractor arising out of or in any way connected with this Contract.

C. 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 to the extent recoverable at law, made under the Fair Labor Standards Act or any other federal or state law. .

D. **RISK ALLOCATION/LIMITATION OF LIABILITY.** In recognition of the relative risks, rewards, and benefits of the services to both the City and Contractor, to the fullest extent permitted by law and for adequate consideration, in no event shall the aggregate liability of the Contractor, its officers, employees, and consultants for any and all injuries, claims, losses, expenses, damages, from any cause whatsoever, including, without limitation, contract, indemnity, warranty, tort (including negligence), strict liability, or other cause of action arising under, or relating to, this Agreement exceed the available limits of Contractor's applicable insurance.

18. **Bonds and Insurance.** The Contractor must have and maintain, at the Contractor's expense, adequate liability insurance and bonds (if applicable) to satisfy statutory bonding requirements, of section 537.610.2 and 537.610.5 of the Missouri Revised Statutes to protect the City and the general public against any loss, damage and/or expense related to the Contractor's performance under this Contract. The insurance coverage shall include, but need not be limited to, the following coverages in the amounts specified. Such insurance must indemnify the City to the fullest extent possible under the laws of the State of Missouri.

A. General Liability Insurance with a company authorized to do business in the State of Missouri with limits of liability not less than Two Million Dollars (\$2,000,000.00) per occurrence for personal injuries (including death) and property damage, and Three Million Five Hundred Thousand Dollars (\$3,500,000.00) aggregate. The City of Odessa must be named as an additional insured.

B. Automobile Liability Insurance with a company authorized to do business in the State of Missouri having limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injuries (including death). The City of Odessa must be named as an additional insured.

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00), including occupational disease provisions for all employees of the Contractor(s) and Sub-Contractor(s).

D. Professional Liability or Errors and Omissions insurance with a company authorized to do business in the State of Missouri having limits not less than One Million Dollars (\$1,000,000.00) per claim.

E. The Contractor will require all Sub-Contractors to provide and maintain like insurance as set forth above unless the Contractor's policies extend to claims made against or growing out of operations of the Sub-Contractor.

F. Written evidence of the required insurance coverage must be submitted before or upon award of the Contract. Failure to maintain required insurance coverage shall be considered a breach of this Contract.

G. Contractor understands and agrees that the insurance required under the terms of the Contract in no way precludes the Contractor from carrying such other insurance as may be deemed necessary by the Contractor for the operation of the Contractor's business or for the benefit of the Contractor's employees.

H. Notwithstanding any other provision of the Contract to the contrary, no insurance procured by the Contractor shall be construed to constitute a waiver of any sovereign immunity as set forth in section 537.600 through 537.650 of the Missouri Revised Statutes, or any other governmental or official immunity, which is barred under said doctrines of sovereign, governmental or official immunity available to the City, its Board of Aldermen, salaried officers or employees, nor constitute waiver of any available defense. The Contractor shall cause all policies of insurance related to the Contract to be endorsed in accord to this subparagraph by specifically stating in the policy: "Nothing contained in this policy will be construed to broaden the liability of the insured (City) beyond the provisions of Sections 537.600 to 537.610 of the Missouri Statutes, as may be amended from time to time, nor to abolish or waive any defense at law which might otherwise be available to the insured (City) or its officers and employees."

I. If this is a multi-year contract then the Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in section 537.610.2 and 537.610.5 of the Missouri Revised Statutes as amended from time to time.

J. Insurance Certificates. It is the sole responsibility of the Contractor to provide the City with the most up-to-date insurance certificates and to keep them current throughout the term of the Contract and for any renewal periods. Any failure to maintain insurance coverage shall not relieve any contractual responsibility, obligation or liability under the Contract documents. Insurance Certificates must be faxed or mailed to the address provided.

19. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX, or by first class mail addressed to City and Contractor at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. **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.

21. **Missouri Immigration Law Affidavit.** The Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the Work contracted for herein. The Contractor shall also affirm by sworn affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Work contracted for herein.

22. **Anti-Discrimination Against Israel.** Anti-Discrimination Against Israel. Contractor agrees to provide a certification if requested by the City of Odessa, 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.

23. **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.

24. **Entire Contract.** This Contract contains the entire agreement of 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.

25. **Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state and federal taxes and assessments owed by Contractor is current.

26. **Severability.** If any term or 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.

27. **Contact Information:** City of Odessa
Attn: Finance Director
228 S. 2nd Street
Odessa, MO 64076
816-230-5577
cathy.thompson@cityofodessamo.com

Allgeier, Martin and Associates, Inc
Attn: John Riediger
7231 East 24th Street
Joplin, MO 64804
417-680-7200
John.riediger@amce.com


28. **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 the City, 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.

29. **Force Majeure.** To the extent permitted by law, neither party shall be liable for delays or defaults in the performance of this Contract that are due solely to acts of God or the public enemy, riots, strikes, fires, explosions, pandemics, accidents, government action of any kind, or any other causes of a similar character beyond its control and without its fault of negligence.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CONTRACTOR:

CITY OF ODESSA, MISSOURI

By:  _____
John Riediger
Vice President

10/31/2025
Date

Bryan Barner
Mayor

Date

ALLGEIER, MARTIN and ASSOCIATES, INC.
2025 CLASSIFICATION FEE SCHEDULE - Electrical Division
(Effective January 1, 2025)

Title	Classification	Hourly Rate
ENG VI	ENGINEER VI	\$ 306.00
ENG V	ENGINEER V	\$ 274.00
ENG IV	ENGINEER IV	\$ 243.00
ENG III	ENGINEER III	\$ 204.00
ENG II	ENGINEER II	\$ 163.00
ENG I	ENGINEER I	\$ 122.00
TEC V	TECHNICIAN V	\$ 177.00
TEC IV	TECHNICIAN IV	\$ 157.00
TEC III	TECHNICIAN III	\$ 137.00
TEC II	TECHNICIAN II	\$ 114.00
TEC I	TECHNICIAN I	\$ 80.00
DRF III	DRAFTER III	\$ 72.00
DRF II	DRAFTER II	\$ 62.00
DRF I	DRAFTER I	\$ 49.00
SCA VI	CLERK / ASSISTANT VI	\$ 105.00
SCA V	CLERK / ASSISTANT V	\$ 95.00
SCA IV	CLERK / ASSISTANT IV	\$ 80.00
SCA III	CLERK / ASSISTANT III	\$ 63.00
SCA II	CLERK / ASSISTANT II	\$ 55.00
SCA I	CLERK / ASSISTANT I	\$ 47.00
RW V	RIGHT OF WAY REPRESENTATIVE V	\$ 173.00
RW IV	RIGHT OF WAY REPRESENTATIVE IV	\$ 159.00
RW III	RIGHT OF WAY REPRESENTATIVE III	\$ 138.00
RW II	RIGHT OF WAY REPRESENTATIVE II	\$ 100.00
RW I	RIGHT OF WAY REPRESENTATIVE I	\$ 78.00
PR VI	PROJECT REPRESENTATIVE VI	\$ 169.00
PR V	PROJECT REPRESENTATIVE V	\$ 138.00
PR IV	PROJECT REPRESENTATIVE IV	\$ 119.00
PR III	PROJECT REPRESENTATIVE III	\$ 103.00
PR II	PROJECT REPRESENTATIVE II	\$ 89.00
PR I	PROJECT REPRESENTATIVE I	\$ 73.00
RLS III	REGISTERED LAND SURVEYOR III	\$ 172.00
RLS II	REGISTERED LAND SURVEYOR II	\$ 150.00
RLS I	REGISTERED LAND SURVEYOR I	\$ 124.00
SVY VI	SURVEY CREW MEMBER VI	\$ 122.00
SVY V	SURVEY CREW MEMBER V	\$ 93.00
SVY IV	SURVEY CREW MEMBER IV	\$ 83.00
SVY III	SURVEY CREW MEMBER III	\$ 75.00
SVY II	SURVEY CREW MEMBER II	\$ 67.00
SVY I	SURVEY CREW MEMBER I	\$ 61.00
CS IV	COMPUTING SPECIALIST IV	\$ 185.00
CS III	COMPUTING SPECIALIST III	\$ 138.00
CS II	COMPUTING SPECIALIST II	\$ 96.00
CS I	COMPUTING SPECIALIST I	\$ 62.00
PRT III	PRINT & PHOTOGRAPHY SPECIALIST III	\$ 95.00
PRT II	PRINT & PHOTOGRAPHY SPECIALIST II	\$ 75.00
PRT I	PRINT & PHOTOGRAPHY SPECIALIST I	\$ 50.00

ALLGEIER, MARTIN and ASSOCIATES, INC.
2025 Standard Ancillary Rates - Electrical Division

Vehicle Mileage	\$ 0.70 per mile (<i>or current IRS rate</i>)
Travel Expenses	Actual Cost
Lodging	Actual Cost
Meals	Current AM Per Diem or Actual Cost
Special Postage or Shipping	Actual Cost
Special Engineering Software:	
PLS (CADD, Pole, Tower, Etc.)	\$ 5.00 per hour
Aspen OneLiner	\$ 11.00 per hour
MilSoft	\$ 6.00 per hour
3D Design	\$ 24.00 per hour
Electrical Design	\$ 16.00 per hour
Cyme	\$ 26.00 per hour
Special Survey Materials	Actual Cost + 10%
Rental Equipment	Actual Cost + 10%
Subcontracted Services	Actual Cost + 10%
All-Terrain Vehicle (ATV)	\$ 50.00/Day
Utility Vehicle (UTV, Side-by-Side)	\$ 68.00/Day
GPS	\$ 50.00/Hour
Drone with LIDAR	\$50.00/Flight Hour (8 hours min.)
LIDAR processing w/ classifications	\$65.00/Acre processed plus add on services if requested.



ALLGMAR-01

DONEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804	CONTACT NAME: Dawn Oney	
	PHONE (A/C, No, Ext): (417) 623-7500	FAX (A/C, No):
	E-MAIL ADDRESS: doney@theinsurancenter.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Casualty Company of Reading, PA	20427
INSURED Allgeier, Martin and Associates, Inc. PO Box 2627 Joplin, MO 64803-2627	INSURER B : The Continental Insurance Company	35289
	INSURER C : Transportation Insurance Company	20494
	INSURER D : CONTINENTAL CASUALTY COMPANY	20443
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	1063177197	12/8/2024	12/8/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	1063177202	12/8/2024	12/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	1062449393	12/8/2024	12/8/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC163177216	12/8/2024	12/8/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Poll		X	AEH008212765	10/7/2025	10/7/2026	Each Claim/Aggregate 8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project described as: "Service Contract - October, 2025"

CNA75079XX (0322); CNA75008XX (1016); CNA75014XX (0115); SCA23500D (1011); CA0444 (1013); CNA68021XX (0213); CNA75504XX (0315); CNA75014XX (0115); CNA87315XX (1016); CNA79034XX (1122); CNA83699XX (1115);

CERTIFICATE HOLDER

CANCELLATION

City of Odessa 228 South 2nd Street Odessa, MO 64076	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

30020009710631771975059



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury** or **property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1.IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2.WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75008XX (10-16)

Page 1 of 1

AMERICAN CASUALTY CO OF READING, PA

Insured Name: ALLGEIER, MARTIN AND ASSOCIATES, INC.

Policy No: 1063177197

Endorsement No: 12

Effective Date: 12/08/2024

**Policy Holder Notice - Countrywide**

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

Policy, as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 1 of 5

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: BUA 1063177202

Policy Effective Date: 12/08/2024

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Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **SECTION III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

D. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

E. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an **insured**; and
- (2) In or on the covered **auto**.

This coverage applies only in the event of a total theft of your covered **auto**.

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.**:

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an **auto** because of **loss** to a covered **auto**. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered **auto**. No deductibles apply to this coverage.

- 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the **loss** and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered **auto**; or,
- (b) 15 days.

- 2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,
- (b) \$25 per day subject to a maximum of \$375.



3. This coverage does not apply while there are spare or reserve **autos** available to you for your operations.
4. If **loss** results from the total theft of a covered **auto** of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **SECTION III. Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of \$750 per **accident**.

H. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and



- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your executive officers, except:
 - a. An **auto** owned by that **executive officer** or a member of that person's household; or
 - b. An auto used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 4 of 5

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: BUA 1063177202

Policy Effective Date: 12/08/2024

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- a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

Form No: SCA 23 500 D (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 22; Page: 5 of 5

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: BUA 1063177202

Policy Effective Date: 12/08/2024

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLGEIER, MARTIN AND ASSOCIATES, INC.

Endorsement Effective Date: 12/08/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 1063177202

Policy Effective Date: 12/08/2024

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 16; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: BUA 1063177202

Policy Effective Date: 12/08/2024

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POLICY HOLDER NOTICE - NOTICE OF CANCELLATION CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



PARAMOUNT EXCESS AND UMBRELLA LIABILITY POLICY

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

The "Insurer" refers to the insurer providing this insurance as set forth on the Declarations of this Policy. Words and phrases that appear in **bold** have special meaning. Refer to the section entitled **DEFINITIONS**.

I. COVERAGES

A. Coverage A - Excess Follow Form Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the applicable **underlying limits**. Coverage hereunder will attach only after the full amount of the applicable **underlying limits** have been exhausted through payment in legal currency of covered loss under all applicable **underlying insurance** and to which this Coverage A applies.

Coverage A under this Policy will then apply in conformance with the provisions of the applicable **underlying insurance** except for the premium, limits of insurance, deductible, retentions, or any defense obligations and any other terms and conditions specifically set forth in this Policy.

Upon exhaustion of the applicable **underlying limits**, the Insurer shall only pay for **damages** in excess of the applicable **underlying limits**. This Coverage A does not provide coverage for any loss not covered by the applicable **underlying insurance** except and to the extent that such loss is not paid under the applicable **underlying insurance** solely by reason of the exhaustion of the applicable **underlying limits** through payment of loss thereunder.

This Coverage applies:

1. if the applicable **underlying insurance** is on an occurrence basis, then only if that which must take place in the policy period of the **underlying insurance** in order to trigger coverage, takes place during this **policy period**; and
2. if the applicable **underlying insurance** is on a claims made basis, then only if:
 - a. that which must take place in the **underlying insurance** in order to trigger coverage, takes place after the retroactive date and prior to the end of the **policy period**; and
 - b. the **claim** is first made during the **policy period**.

B. Coverage B - Umbrella Liability

The Insurer will pay on behalf of the **Insured** those **damages** in excess of the **retained amount**:

1. that an **Insured** becomes legally obligated to pay because of **bodily injury, property damage or personal and advertising injury**; or
2. because of liability for **bodily injury or property damage** assumed under an **insured contract**, provided the **bodily injury or property damage** occurs subsequent to the execution of such **insured contract**;

and provided that:

- a. the **bodily injury or property damage** occurs during the **policy period**;
- b. the **bodily injury or property damage** is caused by an **occurrence** that takes place in the **coverage territory**;



- c. the **personal and advertising injury** is caused by an offense arising out of the **Named Insured's** business; and
- d. the offense giving rise to **personal and advertising injury** was first committed during the **policy period** and in the **coverage territory**;

Provided, however, that **Coverage B - Umbrella Liability**:

- i. does not apply to:
 - (a) any part of **damages** to which **underlying insurance** applies; or
 - (b) any part of **damages** to which **underlying insurance** would have applied regardless of:
 - (1) the availability of **underlying insurance**; or
 - (2) the exhaustion of the applicable **underlying limits**;
 - (c) any **defense costs** related to **damages** as described in a. and b. above.
- ii. applies only if prior to the effective date of the **policy period**, no **authorized insured**:
 - (a) knew that such **bodily injury** or **property damage** had occurred, in whole or in part. If any **authorized insured** knew, prior to the **policy period**, that any such **bodily injury** or **property damage** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**; or
 - (b) knew that any offense giving rise to **personal and advertising injury** had occurred, in whole or in part.

Bodily injury or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

An **authorized insured** will be deemed to know:

- 1. that such **bodily injury** or **property damage** occurred, at the earliest time when such **authorized insured**:
 - a. reports the **bodily injury** or **property damage** to the Insurer or any other insurer;
 - b. receives a **claim** arising out of the **bodily injury** or **property damage**; or
 - c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur;
- 2. that such offense giving rise to **personal and advertising injury** occurred, on the date of the first utterance or dissemination or, if there is no utterance or dissemination, then on the first date of the activity giving rise to a **claim**.

C. Coverage C - Crisis Management Expenses

The Insurer will reimburse the **Named Insured** for **crisis management expenses** incurred by the **Named Insured** as a direct result of its response to a **crisis management event** that first occurs during the **policy period**, provided:

- 1 such **crisis management event** is reported to the Insurer as soon as reasonably practicable following the **crisis management event**, or within 72 hours after such **crisis management event** begins if such **crisis management event** is likely to give rise to **bodily injury** or **property damage**;



2. such **crisis management expenses** are incurred within 180 days after the **crisis management event** and reported to the Insurer as soon as reasonably practicable; and,
3. such **crisis management expenses** are approved in advance by the Insurer.

The period of time for which the Insurer will pay **crisis management expenses** will not be limited by the expiration of the **policy period**.

D. Coverage D – Key Employee

The Insurer will reimburse the **Named Insured** for **key employee replacement expenses** due to the **Named Insured's** permanent loss of the services of a **key employee** provided that:

1. the **Named Insured** would not have incurred such **key employee replacement expenses** if the **Named Insured** had not lost the services of the **key employee**;
2. such **key employee replacement expenses** are incurred by the **Named Insured** within 180 days of the **covered accident** and reported to the Insurer as soon as reasonably practicable;
3. such loss of service is caused by a **covered accident**;
4. the **covered accident** occurs during the **policy period**; and
5. a replacement for such **key employee** is hired within 180 days after the **covered accident**.

The period of time for which the Insurer will pay **key employee replacement expenses** will not be limited by the expiration of the **policy period**.

II. DEFENSE COSTS PAYMENT AND RELATED DUTIES

- A.** The Insurer has the right and duty to defend any **suit**, and the right to assume control of the investigation and settlement of any **claim**, against the **Insured**, as follows:
1. with respect to the **Coverage A - Excess Follow Form Liability**, upon exhaustion through payment in legal currency of the full amount of the applicable **underlying limits** over which **Coverage A** applies.
 2. with respect to the **Coverage B - Umbrella Liability**, upon receipt by the Insurer of a **claim** to which Coverage B applies.

When the Insurer has the duty to defend any **suit** and the right to investigate any **claim** but is prevented by law from doing so, the **Insured** will undertake such defense and investigation, and the Insurer will reimburse the **Insured** for the **defense costs**.

The Insurer's obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** does not apply if any other insurer has a duty to defend. Further, any obligation to defend any **suit**, investigate any **claim**, or reimburse for any **defense costs** ceases upon exhaustion of the applicable limits of insurance of this Policy.

- B.** The Insurer may, at the Insurer's sole discretion and at the Insurer's own cost, elect to participate in the investigation, settlement or defense of any **claim** against any of the **Insureds** for matters covered by this Policy even if the applicable **underlying limit** has not been exhausted.
- C.** The Insurer will pay **defense costs** as follows:
- 1 with respect to the **Coverage A - Excess Follow Form Liability**, **defense costs** are paid within or excess of the limits of insurance as set forth in the applicable **underlying insurance**.
 2. with respect to the **Coverage B - Umbrella Liability**, **defense costs** are paid in excess of and do not erode the limits of insurance or the **retained amount**.
- D** Where the Insurer investigates a **claim** or defends a **suit**, the Insurer will do so even if the allegations of a **claim** are groundless, false, or fraudulent. If Insurer investigates a **claim** or defends a **suit**, Insurer will



do so only until the Insurer:

1. makes payment of; or
2. offers to pay; or
3. deposits in court

that part of a judgment up to but not exceeding the Insurer's applicable limits of insurance.

- E. No **Insured** shall admit liability, consent to any judgment, agree to any settlement or make any settlement offer which is reasonably likely to involve this Policy without the Insurer's prior written consent, such consent not to be unreasonably withheld. The **Insureds** agree that they shall not knowingly take any action that increases the Insurer's exposure for **damages** or **defense costs** under this Policy.

III. EXCLUSIONS

A. Coverage A - Excess Follow Form Liability and Coverage B - Umbrella Liability Exclusions

With respect to both the **Coverage A- Excess Follow Form Liability** and **Coverage B -Umbrella Liability**, this Insurance does not apply to:

1. Access to or Disclosure of Confidential or Personal Information and Data-Related Liability

any actual or alleged **damages** arising out of:

- a. any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if **damages** are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in paragraph **a.** or **b.** above.

However, unless paragraph **a.** above applies, this exclusion does not apply to **bodily injury** to the extent that such liability is covered by **underlying insurance**.

2. Asbestos

- a. any actual or alleged liability arising out of the actual, alleged or threatened exposure at any time to **asbestos**; or
- b. any actual or alleged loss, cost or expense that may be awarded or incurred:
 - i. by reason of a **claim** for any such injury or damage; or
 - ii. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of **asbestos**.

3. Damage to Impaired Property or Property not Physically Injured

any actual or alleged **property damage** to **impaired property** or property that has not been physically injured, arising out of:

- a. a defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
- b. a delay or failure by the **Named Insured** or anyone acting on the **Named Insured's** behalf to perform a contract or agreement in accordance with its terms.



This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

4. Damage to Premises Rented or Occupied by the Named Insured

any actual or alleged **property damage** to premises rented to the **Named Insured** or in the case of damage by fire, while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner.

5. Distribution or Recording of Material or Information in Violation of Laws

any actual or alleged liability arising directly or indirectly out of any actual or alleged:

- a. violation of:
 - i. the Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
 - ii. the CAN-SPAM Act of 2003, including any amendment of or addition to such law;
 - iii. the Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
 - iv. any statute, ordinance, regulation or law other than the TCPA, CAN-SPAM Act of 2003, or FCRA, including FACTA, and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information; or
- b. conversion or consumption of another's tangible property or electronic assets. For the purpose of this provision, electronic assets include but are not limited to minute allowances, text message allowances, and other electronic consumables.

6. Employment Related Practices

any actual or alleged **bodily injury** or **personal and advertising injury** to:

- a. a person arising out of any actual or alleged:
 - i. refusal to employ that person;
 - ii. termination of that person's employment;
 - iii. employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- b. the **spouse**, child, parent, brother or sister of that person as a consequence of such **bodily injury** or **personal and advertising injury** to that person at whom any of the employment-related practices described in paragraphs a. i., ii., or iii. above is directed.

This exclusion applies:

- a. whether the injury-causing event described in paragraphs a. i., ii., or iii. above occurs before employment, during employment or after employment of that person;
- b. whether the **Insured** may be liable as an employer or in any other capacity; and
- c. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

However, this exclusion does not apply to **bodily injury** a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job to the extent that



such liability is covered by **underlying insurance**.

7. ERISA

any actual or alleged liability arising out of any actual or alleged obligation of any **Insured** under the Employees Retirement Income Security Act of 1974 or any similar common or statutory law anywhere in the world including any amendments or additions thereto.

8. Nuclear Energy Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury**:

- a. with respect to which an **Insured** under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of insurance;
- b. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - i. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - ii. the **Insured** is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization; or
- c. resulting from **hazardous properties of nuclear material**, if:
 - i. the **nuclear material**:
 - (a) is at any **nuclear facility** owned by, or operated by or on behalf of, an **Insured** or
 - (b) has been discharged or dispersed therefrom;
 - ii. the **nuclear material** is contained in **spent fuel or nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an **Insured**;
or
 - iii. the **bodily injury, property damage or personal and advertising injury** arises out of the furnishing by an **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to **property damage** to such **nuclear facility** and any property thereat.
- d. Under any Medical Payments coverage, to expenses with respect to **bodily injury** resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Solely as used in this exclusion:

- (a) **property damage** includes all forms of radioactive contamination of property;
- (b) **hazardous properties** includes but is not limited to radioactive, toxic or explosive properties;
- (c) source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
- (d) **spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.



9. Recall of Products, Work or Impaired Property

any actual or alleged loss, cost or expense incurred by the **Named Insured** or any person or entity, for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of **your product, your work or impaired property**, if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

10. Unfair Competition/Antitrust Claims/RICO Claims

any actual or alleged liability arising out of any:

- a. unfair competition, dilution, deceptive trade practices, or civil actions for consumer fraud;
- b. charges of price fixing, monopolization or restraint of trade; or
- c. any violation of:
 - i. the Federal Trade Commission Act;
 - ii. the Sherman Act, the Clayton Act, or any federal statutory provision regarding anti-trust, monopoly, price fixing, price discrimination, predatory pricing or restraint of trade;
 - iii. the Racketeer Influenced and Corrupt Organizations Act;
 - iv. any rules or regulations promulgated under or in connection with the above statutes; or
 - v. any state, federal or local statute or other law which similarly regulates business practices.

11. Uninsured/Underinsured Motorists

any actual or alleged liability arising out of any obligations under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

12. War

any actual or alleged liability arising, directly or indirectly out of any:

- a. war, including undeclared or civil war;
- b. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

13. Workers' Compensation and Similar Laws /Nonsubscriber Status

any actual or alleged liability arising out of any obligation of any **Insured**:

- a. under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- b. by reason of a statement of non-subscription on file with any applicable Worker's Compensation authority of any State indicating the **Named Insured** has chosen not to participate in the Workers Compensation system in accordance with laws of such state.

B. Coverage A - Excess Follow Form Liability Exclusions

With respect to **Coverage A - Excess Follow Form Liability**, this Insurance does not apply to:

1. Coverages Subject to a Sub Limit

any actual or alleged liability, loss, cost or expense covered under any **underlying insurance** which is



subject to a **sub limit**.

2. Crisis Management Expenses

crisis management expenses except as provided for in **Coverage C** above even if such insurance is afforded under **underlying insurance** or would have been afforded but for the exhaustion of the **underlying limits**.

3. Pollution

- a. any actual or alleged **bodily injury** or **property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - i. at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **Insured** except that this subparagraph does not apply to:
 - (a) **bodily injury** or **property damage** arising out of heat, smoke or fumes from a **hostile fire**; or
 - (b) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - ii. at or from any premises, site or location which is or was at any time used by or for any **Insured** or others for the handling, storage, disposal, processing or treatment of waste;
 - iii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **Insured** or any person or organization for whom the **Named Insured** may be legally responsible; or
 - iv. at or from any premises, site or location on which any **Insured** or any contractors or subcontractors working directly or indirectly on any **Insured's** behalf are performing operations:
 - (a) If the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **Insured**, contractor or subcontractor; except that this subparagraph does not apply to **bodily injury** or **property damage** arising out of:
 - (1) the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury** or **property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **Insured**, contractor or subcontractor; or
 - (2) heat, smoke or fumes from a **hostile fire**; or
 - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**;
 - v. that are, or that are contained in property that is:
 - (a) being transported or towed by, or handled for movement into, onto or from a covered **auto**;
 - (b) otherwise in the course of transit; or

- (c) being stored, disposed of, treated or processed in or upon the covered **auto** except that this subparagraph does not apply to fuels, lubricants, fluids, exhaust, gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered **auto** or its parts if the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose of such **pollutants**;
- vi. before the **pollutants** or property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**;
or
- vii. after the **pollutants** or property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Subparagraphs **vi.** and **vii.** do not apply if the **pollutants** or property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto** and the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

- b. any actual or alleged **personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- c. any actual or alleged loss, cost or expense arising out of any:
 - i. request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - ii. **claim** by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **a.** of this exclusion, then neither will paragraph **c.** above serve to exclude such **damages**.

C. Coverage B - Umbrella Liability Exclusions

With respect to the **Coverage B - Umbrella Liability**, this Insurance does not apply to:

1. Aircraft, Auto, Watercraft or Mobile Equipment

any actual or alleged **bodily injury, property damage, personal and advertising injury** arising out of the ownership, maintenance, operation, use, **loading or unloading** or entrustment to others of any:

- a. **aircraft** owned by any **Insured** or rented, loaned or chartered by or on behalf of any **Insured** without crew; or
- b. **autos, watercraft or mobile equipment**

This exclusion applies even if such **claim** against an **Insured** alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

This exclusion does not apply to:

- i. watercraft while ashore on premises the **Named Insured** owns or rents;
- ii. watercraft the **Named Insured** does not own that is:
 - (a) less than 55 feet long; and
 - (b) not being used to carry persons or property for a charge; or



- iii. liability assumed under any **insured contract** for the ownership, maintenance or use of watercraft.

2. Contractual Liability

any actual or alleged **bodily injury, property damage or personal and advertising injury** for which an **Insured** is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement other than an **insured contract**. This exclusion does not apply to liability that the **Insured** would have in the absence of such contract or agreement.

3. Damage to Property

any actual or alleged **property damage** to:

- a. property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by the **Named Insured**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- c. property loaned to the **Named Insured**;
- d. personal property in the care, custody or control of the **Insured**;
- e. that particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on its behalf are performing operations, if the **property damage** arises out of those operations; or
- f. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraph b. of this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by the **Named Insured**.

Paragraphs c., d., e. and f. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph f. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

4. Damage to Your product

any actual or alleged **property damage** to **your product** arising out of it or any part of it.

5. Damage to Your work

any actual or alleged **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**. This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the **Named Insured's** behalf by a subcontractor.

6. Employee Injury

any actual or alleged **bodily injury or personal and advertising injury** to:

- a. an **employee** arising out of and in the course of employment by the **Insured** or performing duties related to the conduct of the **Insured's** business; or
- b. the **spouse**, child, parent, brother or sister of that **employee** as a consequence of a. above.



This exclusion applies:

- i. whether an **Insured** may be liable as an employer or in any other capacity; and
- ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the **Insured** under an **insured contract**.

7. Expected or Intended injury

any actual or alleged **bodily injury** or **property damage** arising out of an act or omission:

- a. intended by an **Insured**; or
- b. that would be expected from the standpoint of a reasonable person in the circumstances of the **Insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. Fungi or Other Organic Pathogens

- a. any actual or alleged **bodily injury**, **property damage** or **personal and advertising injury** arising out of any actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**;
- b. any actual or alleged loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or other organic pathogens** by any **Insured** or by anyone else; or
- c. any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi or other organic pathogens**.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

9. Liquor Liability

any actual or alleged **bodily injury** or **property damage** for which any **Insured** may be held liable by reason of:

- a. causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on the **Insured's** premises, for consumption on the **Insured's** premises;
- b. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the **claims** against any **Insured** allege negligence or other wrongdoing in:

- i. the supervision, hiring, employment, training or monitoring of others by that **Insured**; or

- ii. providing or failing to provide transportation with respect to any person that may be under the influence of alcohol,

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in paragraph **a.**, **b.** or **c.** above.

10. Nonemployment Related Discrimination

any actual or alleged personal and advertising injury arising out of any actual or alleged nonemployment related discrimination committed intentionally against a person.

11. Personal and Advertising Injury

any actual or alleged **personal and advertising injury**:

a. Breach of Contract

arising out of breach of contract, except an implied contract to use another's advertising idea in the **Named Insured's advertisement**.

b. Criminal Acts or Conduct

arising out of any actual or alleged criminal act or omission committed by or at the direction of any **Insured**. This exclusion does not apply to the extent liability is imposed upon the **Insured** for acts or omissions of another committed without the knowledge or consent of the **Insured**.

c. Electronic Chat Rooms or Bulletin Boards

arising out of an electronic chat room or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control.

d. Infringement of Copyright, Patent, Trademark or Trade Secret

arising out of infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the **Named Insured's advertisement**. However, this exclusion does not apply to infringement of copyright, trade dress or slogan in the **Named Insured's advertisement**.

e. Insureds in Media and Internet Type Businesses

committed by an **Insured** whose business is:

- i. advertising, broadcasting, publishing or telecasting;
- ii. designing or determining content or web-sites for others; or
- iii. an Internet search, access, content or service provider.

However, this exclusion does not apply to paragraph **A.**, **B.** or **C.** of **personal and advertising injury** as defined in the section entitled Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for the **Named Insured** or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

f. Knowing Violation of Rights of Another

caused by an actual or alleged offense, act or omission by or at the direction of the **Insured** if the **Insured** knew or should have known that such offense, act or omission would cause such **personal and advertising injury**.



g. Material Published Prior To Policy Period

arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

h. Material Published with Knowledge of Falsity

arising out of written publication in any manner of material, if the **Insured** knew or should have known the material was false.

i. Quality or Performance of Goods – Failure to Conform to Statements

arising out of any failure of goods, products or services to conform to any statement of quality or performance made in the **Named Insured's advertisement**.

j. Unauthorized Use of Another's Name or Product

arising out of unauthorized use of another's name or product in the **Named Insured's** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

k. Wrong Description of Prices

arising out of the wrong description of the price of goods, products or services stated in the **Named Insured's advertisement**.

12. Pollution

- a** any actual or alleged **bodily injury, property damage or personal and advertising injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
- b.** any actual or alleged loss, cost or expense arising out of any:
 - i.** request, demand, order, or statutory or regulatory requirement that anyone test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**; or
 - ii.** **claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

13. Silica

- a.** any actual or alleged **bodily injury** arising, in whole or in part, out of the actual, alleged or threatened respiration or ingestion at any time of **silica**; or
- b.** any actual or alleged **property damage** arising in whole or in part out of the actual, alleged or threatened presence of **silica**.
- c.** any actual or alleged **personal and advertising injury** arising, in whole or in part, out of the actual, alleged or threatened:
 - i.** exposure at any time to; or
 - ii.** presence at any time of;**silica**.

14. Terrorism

any actual or alleged **bodily Injury, property damage or personal and advertising injury** arising out of any act of terrorism.



D. Coverage D - Key Employee Exclusions

With respect to **Coverage D – Key Employee**, this insurance does not apply to any actual or alleged:

1. Death or Disability

death or permanent disability of a **key employee** relating to, or arising out of:

- a. nuclear reaction or radiation or radioactive contamination, however caused;
- b. sickness or disease, including mental illness or mental injury;
- c. pregnancy, childbirth, miscarriage or abortion;
- d. suicide, attempted suicide or self inflicted bodily injury, while sane or insane;
- e. the **key employee's** intoxication, impairment or otherwise being under the influence of alcohol or controlled substances;
- f. war, including undeclared or civil war;
- g. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- h. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Other Expenses

- a. expenses the **Named Insured** incurs which the **Named Insured** would not have incurred if the **Named Insured** had used all reasonable means to:
 - i. find a permanent replacement for the **key employee**; and
 - ii. reduce or discontinue the **key employee** replacement expense;as soon as possible after the **Named Insured's** permanent loss of the services of the **key employee** caused by a **covered accident**.
- b. additional expenses incurred due to the **Named Insured's** loss of the services of a permanent replacement appointed or hired to replace a **key employee**, however caused. However, this exclusion does not apply if the replacement employee is included in the definition as a **key employee** and the **Named Insured's** loss of the services of the replacement employee is caused by a **covered accident**.

IV. WHO IS AN INSURED

The following persons or organizations are **Insureds**.

A. With respect to **Coverage A - Excess Follow Form Liability**, the **Named Insured** and any persons or organizations included as an insured under the provisions of **underlying insurance** are **Insureds**, and then only for the same coverage, except for limits of insurance, afforded under such **underlying insurance**.

B. With respect to the **Coverage B - Umbrella Liability**:

1. If the **Named Insured** is designated in the Declarations of this Policy as:

- a. an individual, the **Named Insured** and the **Named Insured's spouse** are **Insureds**, but only with respect to the conduct of a business of which the **Named Insured** is the sole owner.
- b. a partnership or joint venture, the **Named Insured** is an **Insured**. The **Named Insured's** members, the **Named Insured's** partners, and their **spouses** are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business.



- c. a limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's** members are also **Insureds**, but only with respect to the conduct of the **Named Insured's** business. The **Named Insured's** managers are **Insureds**, but only with respect to their duties as the **Named Insured's** managers.
- d. an organization other than a partnership, joint venture or limited liability company, the **Named Insured** is an **Insured**. The **Named Insured's executive officers** and directors are **Insureds**, but only with respect to their duties as the **Named Insured's** officers or directors. The **Named Insured's** stockholders are also **Insureds**, but only with respect to their liability as stockholders.
- e. a trust, the **Named Insured** is an **Insured**. The **Named Insured's** trustees are also **Insureds**, but only with respect to their duties as trustees.

2. Each of the following are also **Insureds**:

- a. The **Named Insured's volunteer workers** but only while performing duties related to the conduct of the **Named Insured's** business.
- b. The **Named Insured's employees**, other than either the **Named Insured's executive officers** (if the **Named Insured** is an organization other than a partnership, joint venture or limited liability company) or the **Named Insured's** managers (if the **Named Insured** is a limited liability company), but only for acts within the scope of their employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business.

However, none of these **employees** or **volunteer workers** are **Insureds** for:

i. **bodily injury or personal and advertising injury:**

- (a) to the **Named Insured**, to the **Named Insured's** partners or members (if the **Named Insured** is a partnership or joint venture), to the **Named Insured's** members (if the **Named Insured** is a limited liability company), to a co-employee while in the course of his or her employment or performing duties related to the conduct of the **Named Insured's** business, or to the **Named Insured's** other **volunteer workers** while performing duties related to the conduct of the **Named Insured's** business;
- (b) to the **spouse**, child, parent, brother or sister of that co-employee or **volunteer worker** as a consequence of paragraph (i)(a) above;
- (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph i. (a) or (b) above; or
- (d) arising out of his or her providing or failing to provide professional health care services.

ii. **property damage** to property:

- (a) owned, occupied or used by;
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the **Named Insured**, any of the **Named Insured's employees, volunteer workers**, any partner or member (if the **Named Insured** is a partnership or joint venture), or any member (if the **Named Insured** is a limited liability company).

- C. With respect to the **Coverage C - Crisis Event Management** and the **Coverage D - Key Employee**, the **Named Insured** is the **Insured**.

V. LIMITS OF INSURANCE

A. Multiple Insureds, claims, claimants

The limits of insurance shown in the Declarations of this Policy and the rules below fix the most the



Insurer will pay regardless of the number of:

1. **Insureds**;
2. **claims** made or brought against the **Insured**;
3. persons or organizations making **claims** or bringing **claims**; and
4. coverages under this Policy.

B. Aggregate Limit

Subject to the paragraphs **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate limit is the most that the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for:

1. **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated; and
2. **damages** covered under the **products-completed operations hazard**.

The limits of insurance shown in the Declarations of this Policy apply to the entire **policy period**, regardless of length.

In addition, with respect to **Coverage A – Excess Follow Form Liability** only, the Aggregate limit shown in the Declarations of this Policy shall be applied in the same manner as the applicable Aggregate limits in the Schedule of **underlying insurance**.

C. Aggregate Products-Completed Operations Hazard

Subject to paragraph **D.** and **E.** below, the limit of insurance shown in the Declarations of this Policy as the Aggregate Products-Completed Operations Hazard limit is the most that the Insurer will pay as **damages** arising out of the **products-completed operations hazard**, regardless of whether such **damages** are or otherwise would be covered in any way under more than one coverage.

D. Policy Aggregate Limit

This provision **D.** only applies if an amount is shown in the Declarations as the Policy Aggregate Limit.

Subject to the Each **Incident** limit, Aggregate limit and Aggregate **products-completed operations hazard** limit, the Policy Aggregate limit is the most the Insurer will pay as **damages** under this Policy, regardless of which coverage applies, except for **damages** covered by any auto liability policy listed in the Schedule of **Underlying Insurance** where the limits of insurance of such auto liability policy are not aggregated.

E. Each Incident

Subject to paragraphs **B.**, **C.** and **D.** above, the limit of insurance shown in the Declarations of this Policy as the Each **Incident** limit is the most the Insurer will pay for the sum of all **damages** arising out of any one **incident** under this Policy, regardless of which coverage applies.

F. Crisis Management

Solely with respect to **Coverage C – Crisis Management Expenses**, the most the Insurer will pay is the limit of insurance shown on the Declarations of this Policy as the **Crisis Management Expenses** Aggregate limit, regardless of the number **crisis management events** for which **crisis management expenses** are incurred. **Crisis management expenses** are not subject to the **retained amount**.

The **Crisis Management Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Crisis Management Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

G. Key Employee Replacement Expenses



Solely with respect to **Coverage D – Key Employee**, the most the Insurer will pay for **key employee replacement expenses** is the **Key Employee** Aggregate limit shown on the Declarations of this Policy, regardless of the number **key employees** for which **key employee replacement expenses** are incurred. **Key employee replacement expenses** are not subject to the **retained amount**.

The **Key Employee Replacement Expenses** Aggregate limit of insurance is in addition to and will not erode any other limits of this Policy. The **Key Employee Replacement Expenses** Aggregate limit of insurance shall be excess of any other limits of insurance available to the **Insured** for the same expenses.

H. Defense Costs

Defense costs are either paid within or are in excess of the limits of insurance as set forth in paragraph **C.** of the section entitled **Defense Costs Payment and Related Duties**.

I. Exhaustion or Reduction of Applicable Underlying Limit

Solely with respect to **Coverage A - Excess Follow Form Liability**, if the applicable **underlying limits** are:

1. reduced solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) **Coverage A** will apply in excess of the remaining amount of such applicable **underlying limit**; or
2. exhausted, solely by the payment of covered loss as set forth in **Coverage A** including related costs and expenses (if such related costs and expense reduce such limits) then **Coverage A** will apply, subject to this Policy's limit of insurance provision and to the remaining terms and provisions and conditions of this Policy in place of such exhausted applicable **underlying limit**.

If any loss covered under any **underlying insurance** is subject to a **sub-limit** (whether or not such **sub-limit** erodes the limits generally available to all claims), then the **underlying limits** shall not be deemed depleted by payment of any such **sub-limits**.

Nothing herein shall serve to increase the limits of insurance shown in the Declarations of this Policy.

VI. CONDITIONS

A. Appeals

If the **Named Insured** or its **underlying insurers** elect not to appeal a judgment in excess of the limits of insurance afforded by the **underlying insurance** the Insurer may elect to appeal at the Insurer's expense. The Insurer's limits of insurance shall not be increased because of such appeal. However, the Insurer will pay the following costs and expenses:

1. all premium bonds to release attachments for an amount not in excess of the applicable limit of insurance of this policy;
2. all premiums on appeal bonds required in such defended **claims**, but without obligation to apply for or furnish such bonds;
3. court fees; and
4. costs and expenses taxed against the **Named Insured** by the appellate court and interest accruing after entry of a judgment against the **Named Insured** and before the Insurer has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance of this Policy. Where the **underlying insurers** terminate their liability to pay interest on the judgment by an offer to pay their limits, the **Named Insured** shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such **underlying insurer**.

B. Cancellation and Nonrenewal



The Cancellation/Nonrenewal provisions are as set forth in the Cancellation/Nonrenewal Endorsement attached to this Policy.

C. Changes to the Policy

Notice to any of the Insurer's agents or knowledge possessed by any such agent or any other person shall not act as a waiver or change in any part of this Policy, nor will such notice prevent the Insurer from asserting any rights under the provisions of this Policy. None of the provisions of this Policy will be waived, changed or modified except by written endorsement issued by the Insurer to form a part of this Policy.

D. Concealment, Misrepresentation and Fraud

No concealment, misrepresentation or fraud shall avoid or defeat recovery under this Policy unless such concealment, misrepresentation or fraud was material. Concealment, misrepresentation or fraud in the procurement of this Policy which if known by the Insurer would have led to refusal by the Insurer to make this contract or provide coverage, or to make this contract or provide coverage on different terms or conditions, will be deemed material.

E. Duties of the First Named Insured on the Declarations of this Policy

The **First Named Insured**, on behalf of all others, will be:

1. authorized to make changes in the terms of this Policy with the consent of the Insurer;
2. the payee of any premiums the Insurer refunds;
3. responsible for:
 - a. remitting the payment of all premiums due, but all **Named Insureds** jointly and severally agree to make such payments in full if the **First Named Insured** fails to pay the amount due within 10 days after the Insurer give written notice or demand;
 - b. keeping records of the information the Insurer requires for premium computation, and sending copies of such records at such times as requested by the Insurer;
 - c. notifying the Insurer that the **First Named Insured** on behalf of all others wants to cancel this Policy; and
 - d. providing any notice required under this Policy.

F. Economic and Trade Sanctions

This Policy does not provide coverage for an **Insured**, transaction or that part of loss that is uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

G. Entire Contract

By acceptance of this Policy, the **Insureds** agree that this Policy, including all endorsements to this Policy, constitute the entire contract existing between the parties relating to this insurance.

H. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this Policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or spouse outside the scope of such person's capacity or status as such provided however that this sentence does not apply to the spouse of:

1. a sole proprietorship **Named Insured**; or



2. members or partners of joint venture or partnership **Named Insureds**.

Examination of the **Named Insured's Books and Records**

The Insurer may examine and audit the **Named Insured's** books and records as they relate to this Policy at any time during the **policy period** and up to 3 years afterward.

J. **Financial Impairment**

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of the **Named Insured** or an **underlying insurer** shall neither relieve nor increase any of the Insurer's obligations under this Policy.

In the event there is diminished recovery or no recovery available to the **Named Insured** as a result of financial impairment of an **underlying insurer**, the coverage under this Policy shall apply only in excess of the **underlying limits**. Under no circumstances shall the Insurer be required to drop down and replace the **underlying limits**, or assume the obligations of the **Named Insured** or the financially impaired insurer.

K. **Headings**

The description in the headings and subheadings of this Policy is solely for convenience, and forms no part of the terms and conditions of coverage.

L. **Inspections and Surveys**

The Insurer has the right but is not obligated to:

1. make inspections and surveys at any time;
2. give the **Named Insured** reports on the conditions it finds;
3. recommend changes; or
4. conduct loss control and prevention activity.

Any inspections, surveys, reports, or recommendations relate only to insurability and the premiums to be charged.

The Insurer does not:

1. make safety inspections;
2. undertake to perform the duty of any organization to provide for the health or safety of workers or the public; nor
3. warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This provision applies not only to the Insurer, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, recommendations, reports, or gives loss control or prevention advice, on its behalf.

M. **Legal Action Limitation**

No person or organization has a right under this Policy:

1. to join the Insurer as a party or otherwise bring the Insurer into a **suit** asking for **damages** from an **Insured**; or
2. to sue Insurer on this Policy unless all of its terms have been fully complied with.

A person or organization may sue the Insurer to recover on an agreed settlement or on a final judgment against an **Insured**; but the Insurer will not be liable for **damages** that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An "agreed settlement" means a settlement and release of liability signed by the Insurer, the **Insured** and the claimant or the claimant's legal representative.



N. Maintenance of Underlying Insurance

Solely with respect to **Coverage A - Excess Follow Form Liability**, while this Policy is in force the **First Named Insured** agrees that the **underlying insurance** and renewals and replacements thereof shall be maintained, without alterations of terms or conditions, in full effect during the term of this Policy; except for reduction or exhaustion of the limits of insurance in the **underlying insurance**, provided that such reduction or exhaustion is solely the result of **incidents** covered under this Policy.

If the **First Named Insured** fails to maintain **underlying insurance**, this condition shall not invalidate this Policy. However, in the event of such failure, the Insurer will only be liable to the same extent as if such **underlying insurance** was in full force and effect without alteration of its terms and conditions.

O. Notice of Claims/Crisis Management Event/Covered Accident

1. Solely with respect to **Coverage A - Excess Follow Form Liability**, if any **underlying insurance** is a policy issued by the Insurer or any of its affiliates, then notice of any **claim** under such **underlying insurance** is notice to the Insurer under this Policy.
2. It is a condition precedent to coverage under this Policy that:
 - a. subject to paragraph b. below, the **Insured** notify the Insurer as soon as practicable of an **incident** which an **Insured** believes may result in a **claim**. To the extent possible, notice should include:
 - i. how, when and where the **incident** took place;
 - ii. the names and addresses of any injured persons and witnesses; and
 - iii. the nature and location of any injury or damage arising out of the **incident**.
 - b. the **Insured** notify the Insurer as soon as practicable of an **incident** if it involves:
 - i. a demand against the **Insured** which exceeds 50% of any remaining applicable **underlying limit**;
 - ii. any **underlying insurance** reserve or monetary exposure exceeding \$500,000; or
 - iii. any of the following:
 - (a) brain damage, including but not limited to any neurological impairment of infants or adults and coma;
 - (b) spinal cord injury, including but not limited to paraplegia or quadriplegia;
 - (c) loss of any organ;
 - (d) severe disfigurement, including but not limited to burns and amputations; or
 - (e) death.
 - c. if a **claim** is made against any **Insured**, the **Named Insured**:
 - i. will immediately record the specifics of the **claim** and the date received and notify the Insurer of such **claim**;
 - ii. will immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
 - iii. will authorize the Insurer to obtain records and other information;
 - iv. will cooperate with the Insurer in the investigation or settlement of the **claim** or defense against the **suit**;will assist the Insurer, upon its request, in the enforcement of any right against any person



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B – Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages or defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A – Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or



- B. written or oral demand for **damages** alleging injury to which this insurance applies.

Coverage territory means:

- A. the United States of America (including its territories and possessions), Puerto Rico and Canada;
- B. international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph **A.** above; or
- C. all other parts of the world if the injury or damage arises out of:
 - 1. goods or products made or sold by the **Named Insured** in the territory described in paragraph **A.** above;
 - 2. the activities of a natural person whose home is in the territory described in paragraph **A.** above, but is away for a short time on the **Named Insured's** business; or
 - 3. an offense that take place through the Internet or similar electronic means of communication, provided that the **Insured's** responsibility to pay **damages** is determined in a **suit** on the merits, in the territory described in paragraph **A.** above or in a settlement the Insurer agrees to.

Covered accident means a sudden and unexpected event, which solely and independently of any other cause results in the **key employee's** death or **permanent disability** within one year after the date of the sudden event.

Crisis management event means an event that an **executive officer** reasonably believes has resulted or may result in significant adverse regional or national media coverage and a claim for:

- A. **bodily injury, property damage** or any of the following **personal and advertising injury** offenses:
 - 1. false arrest, detention or imprisonment;
 - 2. malicious prosecution or abuse of process; or
 - 3. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor; and
- B. **damages** to which this insurance applies, that are in excess of any applicable:
 - 1. **underlying limits**; or
 - 2. **retained amount**.

Crisis management expenses means **crisis management public relations expenses** and **crisis management other expenses** provided however **crisis management expenses** do not include any of the following:

- A. salary, wages, or benefits of the **Named Insured** or the **Named Insured's employees**;
- B. loss of business income;
- C. costs to acquire, repair or replace real or personal property; or
- D. expense to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by a **Named Insured**.

Crisis management public relations expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to hire a **crisis management firm**;
- B. to set up call centers or similar inquiry management system to manage inquiries from, or to directly contact, individuals or entities that may be directly impacted by such **crisis management event**;
to create and deliver notification letters to contact individuals or entities that may be directly impacted



by the **crisis management event**; or

- D. other related miscellaneous expenses.

Crisis management other expenses means reasonable and necessary expenses incurred in connection with a **crisis management event** by the **Named Insured**:

- A. to pay medical expenses, funeral expenses, psychological counseling expenses, travel expenses, and temporary living expenses of a third party who incurs **bodily injury**, or a family member of such third party, by reason of such **crisis management event**;
- B. for travel expenses incurred by or on behalf of **Insureds** and at the direction of the **crisis management firm**;
- C. to secure the scene of a **crisis management event**; and
- D. other related miscellaneous expenses.

Crisis management firm means a public relations firm, law firm or crisis management firm approved by the Insurer to provide media management services and to respond to actual or anticipated adverse publicity arising out of a **crisis management event** or **covered accident**.

Damages means the amount an **Insured** is legally obligated to pay, either through:

- A. final adjudication of a **claim**; or
- B. through compromise or settlement of a **claim** with the Insurer's written consent or direction, because of covered **incidents**. In addition, **damages** includes the above-mentioned sums only after deducting all other recoveries and salvages.

However, **damages** does not include:

- 1. civil or criminal fines, sanctions, penalties or forfeitures, whether pursuant to law, statute, regulation or court rule;
- 2. injunctive or declaratory relief;
- 3. any amount that is not insurable under any applicable law; or
- 4. plaintiff's attorney fees associated with any of the above.

Notwithstanding paragraph 3. above, **damages** shall include (subject always to this Policy's other terms, conditions and limitations) punitive and exemplary damages the enforceability of which shall be governed by such applicable law that most favors coverage for **damages**.

Defense costs mean:

- A. reasonable and necessary fees, costs, and expenses incurred by the Insurer or consented to by the Insurer and incurred by the **Named Insured** in the defense or appeal of a covered **suit** or in the investigation of any covered **claim**, and includes premium for appeal bonds arising out of a covered judgment, attachment bonds or similar bonds, but only for bond amounts up to the applicable limit of insurance. In addition, the Insurer will pay up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which **bodily injury** coverage applies. The Insurer has no obligation to provide such bonds.

- B. prejudgment interest awarded against an **Insured** on that part of a judgment covered by this policy. If the Insurer makes an offer to pay the applicable limit of insurance, the Insurer will not pay any prejudgment interest based on that period of time after the offer.

- C. post judgment interest which accrues after entry of judgment, but before the Insurer has paid or offered to pay, or deposited in court that part of the judgment which is within the limit of insurance of this Policy. The amount of interest the Insurer pays will be in direct proportion to the amount of **damages**



the Insurer pays in relation to the total amount of the judgment.

- D. all reasonable expenses incurred by a natural person **Insured** at the Insurer's request to assist the Insurer in the investigation or defense of the **claim**. This includes such **Insured's** actual loss of earnings up to \$750 per day, because of time off from work.
- E. all court costs taxed against the **Insured** in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the **Insured**.

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Employee includes **leased workers** or employees loaned to the **Insured**. **Temporary workers** are not **employees**.

Executive Officer means any natural person holding any of the following positions created by the **Named Insured's** charter, constitution, bylaws or any other similar governing document:

- A. director, officer, trustee or governor of a corporation;
- B. management committee member of a joint venture;
- C. partner of a partnership;
- D. manager of a limited liability company; and
- E. trustee of a trust.

An **executive officer** is not an **employee**.

First Named Insured means the person or organization first listed as a **Named Insured** in the Declarations of this Policy.

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. However, **fungi** does not include any fungi intended by the **Insured** for human consumption.

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Impaired property means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

- A. it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- B. the **Named Insured** has failed to fulfill the terms of a contract or agreement, if such property can be restored to use by the repair, replacement, adjustment or removal of **your product** or **your work**; or the **Named Insured's** fulfilling the terms of the contract or agreement.

Incident means:

- A. with respect to **Coverage A - Excess Follow Form Liability**, a covered event as defined in applicable **underlying insurance**;
- B. solely with respect to **Coverage B - Umbrella Liability**:
 - 1. with respect to **bodily injury** and **property damage**, **incident** means an **occurrence**; or
- C. 2. with respect to **personal and advertising injury**, **incident** means an offense that gives rise to such **personal and advertising injury**.



Insured means any person or organization set forth in the section entitled **WHO IS AN INSURED**.

Insured contract means:

- A. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with permission of the owner is not an **insured contract**;
- B. a sidetrack agreement;
- C. an easement or license agreement; except in connection with construction or demolition operations on or within 50 feet of a railroad;
- D. an obligation, as required by ordinance, to indemnify a municipality except in connection with work for a municipality;
- E. an elevator maintenance agreement; or
- F. the part of any other contract or agreement pertaining to its business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization, provided the **bodily injury or property damage** is caused, in whole or in part, by the **Named Insured** or by those acting on its behalf. However, such part of a contract or agreement shall only be considered an **insured contract** to the extent the **Named Insured's** assumption of the tort liability is permitted by law. "Tort liability" means liability that would be imposed by law in the absence of contracts or agreements. This paragraph F. does not include that part of a contract or agreement:
 - 1. that indemnifies a railroad for **bodily injury or property damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - 2. that indemnifies an architect, engineer or surveyor for **bodily injury or property damage** arising out of:
 - a preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b giving directions or instructions, or failing to give them, if that is the primary cause of the **bodily injury or property damage**;
 - 3 under which an **Insured**, if an architect, engineer or surveyor, assumes liability for **bodily injury or property damage** arising out of such **Insured's** rendering or failure to render professional services, including those listed in paragraph 2. above and supervisory, inspection, architectural or engineering activities; or
 - 4. that indemnifies a person or organization for damage by fire to premises rented to or loaned to an **Insured**.

Key employee means any of the following officer and employment positions:

- A. Chief Executive Officer;
- B. Chief Operating Officer;
- C. Chief Financial Officer;
- D. Corporate Secretary;
- E. Treasurer;
- F. Executive Vice President; and



G. Risk Manager

Key employee also means anyone added as such by endorsement to the Policy.

Key employee replacement expenses means the actual and necessary expenses incurred by the **Named Insured**:

- A. to continue the performance of the **key employee's** normal job responsibilities, with comparable quality, while a permanent replacement for the **key employee** is being sought, appointed or hired, and trained.
- B. to find a qualified permanent replacement to fill the **key employee's** position:
 - 1. costs of advertising the employment position opening;
 - 2. travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 - 3. miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the job applicants and legal expenses incurred to draw up employment contracts.
- C. to minimize the amount of **key employee replacement expenses**, but only to the extent the amount of **key employee replacement expenses** otherwise payable under paragraphs 1. and 2. above are reduced.
- D. to relocate the replacement employee to an area within a reasonable commute from their place of employment.
- E. to pay the following reasonable and necessary expenses incurred in connection with the death or permanent disability of any **key employee**:
 - 1. to hire a **crisis management firm**.
 - 2. to create and deliver notification letters to contact individuals or entities that may be directly impacted by the **key employee covered accident**; or
 - 3. other related miscellaneous expenses
- F. **Key employee replacement expenses** also include first year amounts of the replacement employee's:
 - 1. annual base starting salary;
 - 2. employee perquisite costs; and
 - 3. employee benefit costs;

in excess of the amounts which would have been incurred for the **key employee** if the **Named Insured** had not lost the services of the **key employee**. However, the Insurer will not pay more for these expenses than 10% of the amounts which would have been incurred for the **key employee**.

Key employee replacement expenses do not include the following:

- a. any expenses which would have been incurred by the **Named Insured** for the **key employee** if the **Named Insured** had not lost the services of the **key employee**;
- b. any **key employee replacement expenses** that are paid for by any **other insurance**;
- c. except as provided in paragraph F. above, salary, wages, or benefits of the **Named Insured**, the **Named Insured's employees**, the **Named Insured's** temporary workers or **volunteer workers**;
- d. costs to acquire, repair or replace real or personal property;
- e. the **Named Insured's** loss of business income;
- f. expenses incurred by or on behalf of the **Named Insured** to hire a public adjuster or appraiser or any other claim adjustment expenses incurred by the **Named Insured**; and



- g. expenses incurred by or on behalf of the **Named Insured** due to **bodily injury, property damage, or personal and advertising injury**.

Leased worker means a person leased to the **Named Insured** by a labor leasing firm under an agreement between the **Named Insured** and such labor leasing firm, to perform duties related to the conduct of the **Named Insured's** business. **Leased worker** does not include a **temporary worker**.

Loading or unloading means the handling of property:

- A. after it is moved from the place where it is accepted for movement into or onto an **aircraft, watercraft or auto**;
- B. while it is in or on an **aircraft, watercraft or auto**; or
- C. while it is being moved from an **aircraft, watercraft or auto** to the place where it is finally delivered.

However, **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **aircraft, watercraft or auto**.

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises the **Named Insured** owns or rents;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
 - 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **mobile equipment** does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are



considered **autos**.

Named Insured means the persons or organizations named as such in the Declarations of this Policy.

Nuclear facility means:

- A. any **nuclear reactor**;
- B. any equipment or device designed or used for:
 - 1. separating the isotopes of uranium or plutonium;
 - 2. processing or utilizing **spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;
- C. any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of any **Insured** at the premises where such equipment is located consists of or contains more than:
 - 1. 25 grams of plutonium or uranium 233 or any combination thereof; or
 - 2. 250 grams of uranium 235; and
- D. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear material means source material, special nuclear material, or by-product material as these terms are defined in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear reactor means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Waste means waste material:

- A. containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its source material (as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof) content; and
- B. resulting from the operation by any person or organization, of a **nuclear facility** included within paragraphs A. and B. of the definition of **nuclear facility**.

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Other insurance means any:

- A. valid and collectible policy of insurance;
- B. self insurance; or
- C. indemnity agreement by which an **Insured** arranges for funding or transferring its liabilities

that provides coverage that this Policy also provides. **Other insurance** does not include **underlying insurance** or any policy that was bought specifically to apply in excess of the limits of insurance shown in the Declarations of this Policy.

Other organic pathogens means any organic irritant or contaminant other than **fungi**, including but not limited to bacteria, microbes and viruses (whether or not a microorganism), that cause infection and disease.

Other organic pathogens includes any spores, mycotoxins, odors, variants, mutations, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of such



pathogens, and any colony or group of the foregoing.

However, **other organic pathogens** does not mean pathogens that were transmitted directly from person to person.

Permanent disability means permanent physical inability, or mental inability due to a permanent physical inability, of the **key employee** to perform the normal duties of the applicable position for which the individual qualifies as a **key employee**.

Personal and advertising injury means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

- A. false arrest, detention or imprisonment;
- B. malicious prosecution or abuse of process;
- C. wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
- D. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- E. oral or written publication, in any manner, of material that violates a person's right of privacy;
- F. the use of another's advertising idea in the **Named Insured's advertisement**; or
- G. infringing upon another's copyright, trade dress or slogan in the **Named Insured's advertisement**.

Policy period means the time from 12.01 A.M. on the effective date of this Policy as set forth in the Declarations of this Policy to the earlier of 12.01 A.M. of the expiration, termination or cancellation date of this Policy.

Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes medical waste and materials to be recycled, reconditioned or reclaimed.

Products-completed operations hazard means **bodily injury** or **property damage** occurring away from premises the **Named Insured** owns or rents and arising out of **your product** or **your work** except:

- A. products that are still in the **Named Insured's** physical possession; or
- B. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - 1. when all of the work called for in the **Named Insured's** contract has been completed;
 - 2. when all of the work to be done at the job site has been completed if the **Named Insured's** contract calls for work at more than one job site; or
 - 3. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

However, **products-completed operations hazard** does not include **bodily injury** or **property damage** arising out of:

- A. the transportation of property, unless **bodily injury** or **property damage** arises out of a condition in or on a vehicle not owned or operated by the **Named Insured**, and that condition was created by the **loading or unloading** of that vehicle by any **Insured**;
- B. the existence of tools, uninstalled equipment or abandoned or unused materials; or



- C. products or operations for which the **underlying insurer** states that products-completed operations are subject to the General Aggregate Limit.

Property damage means:

- A. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- B. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **incident** that caused it.

However, **electronic data** is not tangible property.

Retained amount means the self insured retention as set forth on the Declarations of this Policy or the amount payable by **other insurance**, whichever is greater.

Silica means the chemical compound silicon dioxide (SiO₂) in any form, including dust which contains silicon dioxide.

Spouse means any husband, wife or partner in a marriage or civil union or any person qualifying as a domestic partner under any federal, state or local laws or under the **Named Insured's** employee benefit plans or employee benefits program.

Sub limit means a limit that is lower than the **underlying limits**.

Suit means a civil proceeding in which **damages** because of injury or damage to which this insurance applies are alleged, including:

- A. an **arbitration proceeding** alleging such **damages**; or
- B. any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **Insured** submits with the Insurer's consent.

Temporary worker means a worker who is furnished to the **Named Insured** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Underlying insurance means policies of insurance listed in the Schedule of **Underlying Insurance** including renewal or replacement of such insurance which is neither more restrictive nor more broad than that listed in the aforementioned Schedule of **Underlying Insurance**.

Underlying insurer means the insurer providing the **underlying insurance**. It does not include any insurer whose policies were purchased specifically to be in excess of this policy.

Underlying limits means the limits of insurance as set forth in the Schedule of **Underlying Insurance**.

Volunteer worker means a person who is not an **employee** and who donates his or her work and acts at the direction of or within the scope of duties determined by the **Named Insured** and is not paid a fee, salary or other compensation by the **Named Insured** or anyone else for their work performed for the **Insured**.

Your product means:

- A. means:
 - 1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. the **Named Insured**;
 - b. others trading under the **Named Insured's** name; or
 - c. a person or organization whose business or assets the **Named Insured** has acquired; and
 - 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.



B. includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
2. The providing of or failure to provide warnings or instructions.

C. does not include vending machines or other property rented to or located for the use of others but not sold.

Your work:

A. means:

1. work or operations performed by the **Named Insured** or on its behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

B. Includes:

1. warranties or representations made with respect to the fitness, quality, durability, performance or use of **your work**, and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by the Insurer's Chairman and Secretary, but this Policy shall not be binding upon the Insurer unless completed by the attachment of the Declarations of this Policy and signed by the Insurer's duly authorized representative if required.

Chairman of the Board

Secretary



POLICY HOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY INSURANCE POLICY

THIS PROFESSIONAL LIABILITY AND POLLUTION INCIDENT LIABILITY INSURANCE POLICY IS WRITTEN ON A "CLAIMS-MADE AND REPORTED" BASIS AND APPLIES ONLY TO THOSE CLAIMS FIRST MADE AGAINST AN INSURED AND REPORTED TO THE INSURER IN ACCORDANCE WITH THE SECTION OF THE POLICY ENTITLED CONDITIONS, THE CONDITION ENTITLED THE INSURED'S DUTIES IF THERE IS A CLAIM.

Insurer means the Stock Insurance Company named on the Policy Declarations. Other key words and phrases, whether expressed in the singular or plural, that have special meaning are displayed in bold face type. See the **DEFINITIONS** section of the Policy.

The Insurer and the **Insured** agree as follows:

I. COVERAGE

A. INSURING AGREEMENTS

1. Professional Liability

The Insurer will pay all amounts in excess of the deductible up to the limit of liability that the **Insured** becomes legally obligated to pay because of a **claim** as a result of a **wrongful act** in the performance of **professional services**, provided that:

- a. on the **knowledge date**, none of the **Insured's** directors, officers, principals, partners, or insurance managers knew of any **wrongful act** that could reasonably be expected to become the basis of such **claim**; and
- b. such **claim** is first made against the **Insured** during the **policy year** and reported to the Insurer in accordance with section **VI, CONDITIONS**, paragraph **B.**, The **Insured's** Duties if There is a **Claim**. Except as set forth in the section **VI, CONDITIONS**, paragraph **C.**, The **Insured's** Rights and Duties In the Event of a **Circumstance**, a **claim** is considered first made on the earlier of the **Insured's** receipt of the **claim** or the Insurer's receipt of notice of the **claim**.

2. Pollution Incident Liability

The Insurer will pay all amounts in excess of the deductible up to the limit of liability that the **Insured** becomes legally obligated to pay because of a **claim** as a result of a **pollution incident** arising out of:

- a. the **Insured's** activities or the activities of any person or entity for whom the **Insured** is liable;
- b. a **covered location**; or
- c. a **non-owned disposal site**,

provided that:

- i. on the **knowledge date**, none of the **Insured's** directors, officers, principals, partners, or insurance managers knew of any act, error or omission that could reasonably be expected to become the basis of such **claim**; and
- ii. such **claim** is first made against the **Insured** during the **policy year** and reported to the Insurer in accordance with section **VI, CONDITIONS**, paragraph **B.**, The **Insured's** Duties if There is a **Claim**. Except as set forth in the section **VI, CONDITIONS**, paragraph **C.**, The **Insured's** Rights and Duties In the Event of a **Circumstance**, a **claim** is considered first made on the earlier of the



Insured's receipt of the **claim** or the Insurer's receipt of notice of the **claim**.

The Insurer will also pay **claim expenses** in connection with such covered **claim**. **Claim expenses** are included within and reduce the limits of liability.

B. SUPPLEMENTAL INSURING AGREEMENT – RECTIFICATION EXPENSE

The Insurer will reimburse the **Named Insured** for **rectification expense** in excess of the deductible and up to the applicable **design defect circumstance** limit of liability, provided that:

1. the **Insured** reports the **design defect circumstance** as soon as practicable during the **policy year** and in accordance with the Section of the Policy entitled **CONDITIONS**, the condition entitled The **Insured's** Rights and Duties in the Event of a **Circumstance**;
2. the **Insured** demonstrates to the Insurer's satisfaction that there is a **design defect** which is reasonably likely to give rise to a **claim** covered under this Policy;
3. the **Insured** provides the Insurer with details of the action being contemplated by the **Insured** to minimize any potential liability arising out of such **design defect circumstance** and the amount of **rectification expense** that is contemplated in connection with such action as soon as practicable during the **policy year** or within sixty (60) days of the expiration of the **policy year**;
4. prior to incurring any **rectification expense**, the Insurer consents in writing to such **rectification expense**; provided that such consent is not required if the **Insured** can establish that an **emergency response** was necessary;
5. in the event a **claim** is made arising out of a **design defect circumstance**, then the Insurer may, at its sole discretion, cease paying further **rectification expense** associated with such **design defect circumstance**; and
6. such **design defect circumstance** does not arise out of the same or similar **design defect circumstances** for which reimbursement expenses have been requested or paid.

Such **rectification expense** will be reimbursed within ninety (90) days of the **Insured's** submission of a proof of loss of such **rectification expense** which was consented to by the **Insurer**.

In the event that the Insurer and the **Named Insured** do not agree that the **Insured's** proposed **rectification expense** is reasonable, then the **Insured** and the Insurer agree to submit such dispute to any form of alternative dispute resolution acceptable to both parties. Should the **Named Insured** and the Insurer be unable to agree on the form of alternative dispute resolution, then such dispute shall be submitted to binding arbitration administered by the American Arbitration Association under its Construction Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

C. DEFENSE AND SETTLEMENT

1. The Insurer has the right and duty to defend any **claim** against the **Insured** seeking amounts that are payable under the terms of this Policy, even if any of the allegations of the **claim** are groundless, false or fraudulent. The Insurer will designate or, at its option, approve counsel to defend the **claim**. The Insurer is not obligated to defend any **claim** or pay any amounts after the applicable limit of liability has been exhausted.
2. The Insurer will not settle any **claim** without the informed consent of the first **Named Insured**.
3. If a **claim** results in a punitive, exemplary, or multiplied damage award, the Insurer will pay such award, up to the applicable limit of liability, to the fullest extent permitted by law. The enforceability of the foregoing shall be governed by such applicable law in the jurisdiction which most favors coverage for punitive, exemplary and multiplied damages; provided that such jurisdiction has a substantial relationship to the **Insured** or the **claim**.



II. SUPPLEMENTARY PAYMENTS

Except as noted in subparagraph **D.** below, payments made under this section are the Insurer's costs, are not subject to the deductible, and are in addition to the limits of liability shown on the Declarations.

A. Crisis Event Expenses

The Insurer will reimburse the **Named Insured** up to 50% of **crisis event expenses** up to a maximum of \$15,000 per **crisis event**, subject to a maximum reimbursement by the Insurer of \$50,000 per **policy year** for all **crisis events**, for **crisis event expenses** incurred as a result of a **crisis event** that occurs during the **policy term**.

B. Pre-claims Assistance

Until the date a **claim** is made, the Insurer may pay for all costs or expenses it incurs, at the Insurer's sole discretion, as a result of investigating a **circumstance** that the **Insured** reports in accordance with the Section of the Policy entitled **CONDITIONS**, the condition entitled The **Insured's** Rights and Duties in the Event of a **Circumstance**.

C. Defendant Reimbursement

If the Insurer requests the **Insured's** presence at a trial, hearing, deposition, mediation or arbitration, the Insurer will pay up to \$500 a day per person, subject to a maximum amount of \$15,000 per **claim**.

D. ADA, FHA, and OSHA

The Insurer will reimburse the **Insured** for legal fees and expenses up to \$35,000 per **policy year** in responding to regulatory or administrative actions brought directly against the **Insured** by a government agency under the Americans with Disabilities Act of 1990 (ADA), the Fair Housing Act (FHA), or the Occupational Safety and Health Act (OSHA), provided that the regulatory or administrative actions:

1. are first commenced during the **policy year**;
2. arise out of the performance of **professional services**; and
3. are reported to the Insurer prior to any legal fees or expenses being incurred.

After the Insurer has paid \$35,000 under this provision, any additional amounts the Insurer agrees to pay will be treated as **claim expenses** and will be subject to the **Insured's** deductible and be included in the limits of liability for the **policy year** in which the action was commenced. The Insurer will not be responsible for any fines or penalties.

E. Disciplinary Proceedings

The Insurer will reimburse the **Insured** up to \$25,000 in the aggregate per **policy year**, regardless of the number of **disciplinary proceedings**, for attorney fees and other reasonable costs, expenses or fees incurred by the **Insured** with the Insurer's prior written consent in responding to a **disciplinary proceeding** commenced against the **Insured** during the **policy year**, provided that such **disciplinary proceeding** is reported to the Insurer during such **policy year**.

F. Dodd-Frank Fees and Expenses

The Insurer will reimburse the **Insured** for legal fees and expenses up to \$50,000 per **policy year** in responding to regulatory or administrative actions brought directly against the **Insured** by a government agency under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank), provided that the regulatory or administrative actions:

1. are first commenced during the **policy year**;
2. arise out of the performance of **professional services**;
3. do not arise out of services performed by the **Insured** as a "municipal advisor" as defined in



Dodd-Frank; and

4. are reported to the Insurer prior to any legal fees or expenses being incurred.

The Insurer will not be responsible for any fines or penalties.

III. DEFINITIONS

Bodily injury means bodily injury, sickness, disease, mental anguish, or emotional distress sustained by a person, including death resulting from any of these at any time.

Circumstance means an event reported to the Insurer during the **policy term** from which the **Insured** reasonably expects that a **claim** could be made.

Claim means a demand for money or services, naming the **Insured** and alleging a **wrongful act** or **pollution incident**.

Claim expenses mean:

1. fees charged by an attorney designated or approved by the Insurer to represent the **Insured**;
2. all other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **claim**, if incurred by:
 - a. the designated attorney,
 - b. the Insurer, or
 - c. the **Insured**, with the Insurer's prior written consent; and
3. premiums for bonds posted in connection with an appeal. However, the Insurer is not obligated to apply for or furnish any such bonds.

Claim expenses do not include fees and expenses of independent adjusters or salaries of the Insurer's officials or employees, other than fees and expenses charged by the Insurer's employed attorneys who may be designated to represent the **Insured** with the **Insured's** prior consent.

Covered location means a location that is scheduled onto this Policy as a **covered location** by endorsement issued by the Insurer. **Covered location** also includes the address shown on the Declarations. **Covered location** does not include a location that has been sold, given away or abandoned by the **Named Insured** or that has been condemned, or a rented location where the lease has expired without renewal or has been terminated.

Crisis event means any:

1. **wrongful act** or **pollution incident**;
2. death, departure, or debilitating illness of a partner, officer, director or member of the **Named Insured**;
3. potential dissolution of the **Named Insured** for any reason other than bankruptcy; or
4. violent act, kidnapping, sexual assault, criminal firearm use or workplace accident resulting in negative local or national media coverage of the **Named Insured**,

that the **Named Insured** reasonably believes will have a material adverse effect upon the **Named Insured's** reputation.

Crisis event expenses mean reasonable fees, costs and expenses incurred by the **Named Insured** for consulting services provided by a public relations firm to the **Named Insured** in response to a **crisis event**, but only for up to sixty (60) days following a **crisis event**.

Design defect means a **wrongful act**, but does not include any actual or alleged negligence in the review of shop drawings and submittals, issuance of change orders, observation of construction or review of any contractors' requests for payment.



Design defect circumstance means a **circumstance** arising out of a **design defect** for which the **Insured** has requested reimbursement of a **rectification expense** from the Insurer.

Disciplinary proceeding means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule of professional conduct in the performance of **professional services**.

Domestic partner means any person qualifying as such under any federal, state or local laws or under the **Insured's** employee benefit plans.

Emergency response means an action taken by the **Insured** to rectify a **design defect** that prevents imminent **bodily injury** and/or material physical injury to, or destruction of, tangible property due to that **design defect**, which is otherwise insured under this Policy.

Extended reporting period means the period of time after the end of the **policy term** for reporting **claims** to the Insurer that are first made against the **Insured** during the applicable **extended reporting period** arising out of:

1. a **wrongful act** that took place prior to the end of the **policy term** that is otherwise covered by this Policy; or
2. activities that took place prior to the end of the **policy term** that result in a **pollution incident** that is otherwise covered by this Policy.

Fungi means any form of fungus including but not limited to yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungus.

Hostile fire means a fire that becomes uncontrollable or breaks out from where it was intended to be.

Insured means the **Named Insured**, a **newly acquired subsidiary** and:

1. any current partner, officer, director, member, stockholder or employee of the **Named Insured** or **newly acquired subsidiary** during the **policy term**, but only while acting within the scope of their duties for the **Named Insured** or **newly acquired subsidiary**;
2. any current **leased or contracted personnel**, but only while acting within the scope of their duties for the **Named Insured** or **newly acquired subsidiary**;
3. any retired or past partner, officer, director, member, stockholder or employee or **leased or contracted personnel** of the **Named Insured** or **newly acquired subsidiary**, but only for **professional services** or activities performed for or on behalf of, at the request of, and for the benefit of the **Named Insured** or **newly acquired subsidiary**; and
4. solely with respect to Insuring Agreement A.2., Pollution Incident Liability, any client or project owner for whom the **Named Insured** performs activities, provided that:
 - a. a written contract or agreement is in effect between the **Named Insured** and a client or project owner under which the **Named Insured** assumes the tort liability of the client or project owner to pay compensatory damages to a third party for a **pollution incident**;
 - b. such **pollution incident** is caused by the **Named Insured's** activities, or the activities of any person or entity for whom the **Named Insured** is liable; and
 - c. such written contract or agreement is executed prior to the **pollution incident**, and:
 - i. incorporates an enforceable indemnity provision pertinent to the **pollution incident**; or
 - ii. requires such client or project owner to be made an additional insured under the Policy that insures the **Named Insured** against **pollution incidents**.

For purposes of this definition only, "tort liability" means liability for a civil or private wrong imposed by



law in the absence of any contract or agreement.

Insured does not include the estates, heirs, legal representatives, assigns, spouses, and any **domestic partner** of any natural person within the definition of **Insured**. However, coverage is afforded to such persons or entities under this Policy as provided in the Section of the Policy entitled **CONDITIONS**, the condition entitled Estates, Legal Representatives, and Spouses.

Knowledge date means the date set forth on the Declarations as the Knowledge Date.

Leased or contracted personnel means any natural person who is working under the direct control and supervision of the **Named Insured** or **newly acquired subsidiary** as a substitute for a permanent employee on leave, or to meet seasonal or short-term workload conditions. **Leased or contracted personnel** does not include a subconsultant or subcontractor.

Microbe means any non-fungal microorganism or non-fungal, colony-form organism that causes infection or disease. **Microbe** includes any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of current or past presence of **microbes**. But **microbe** does not mean **microbes** that were transmitted directly from person to person.

Named Insured means the persons or entities identified on the Declarations as the Named Insured.

Newly acquired subsidiary means any entity, newly formed or acquired by a **Named Insured** during the **policy term**, in which such **Named Insured** has more than a 50% legal or beneficial interest. However, no such entity will be deemed a **newly acquired subsidiary** beyond ninety (90) days after the **Named Insured** acquires or forms it. For coverage to continue beyond the first ninety (90) days, the following conditions apply:

1. within ninety (90) days of such formation or acquisition, the **Named Insured** must provide the Insurer with full particulars of such **newly acquired subsidiary**;
2. after receipt of such notice, the Insurer must agree to endorse this Policy to insure such **newly acquired subsidiary**; and
3. the **Named Insured** must pay the additional premium, if any, and agree to any amendment of the provisions of this Policy by reason of such formation or acquisition.

Coverage exists for **claims** made against a **newly acquired subsidiary** only if, prior to the acquisition date or formation date, none of the **Insured's**, directors, officers, principals, partners, or insurance managers of the **Named Insured** or such **newly acquired subsidiary** knew of any act, error, omission, or event that could reasonably be expected to become the basis of that **claim**.

Non-owned disposal site means a location not owned, operated, leased or rented by the **Insured** that is used by the **Named Insured** for the treatment, storage or disposal of wastes or materials that are generated by activities performed by or on behalf of the **Named Insured**, provided that:

1. such location is permitted or licensed by the applicable authority to accept such wastes or materials as of the date such wastes or materials are treated, stored or disposed of at the location; and
2. such location is not listed on a proposed or final Federal National Priorities List or any equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of such wastes or materials at such location.

Nuclear facility means the site where a nuclear reactor is located or where nuclear waste or material is disposed.

Policy term means the period of time from the effective date and time of this Policy to the date and time of termination as shown on the Declarations, or its earlier cancellation date. **Policy term** does not include any **extended reporting period**. If the length of the **policy term** is the same as the **policy year**, the terms **policy term** and **policy year** are used interchangeably herein.



Policy year means the period of one year following the effective date of the **policy term** or any subsequent one-year anniversary thereof if the **policy term** is more than one year. As permitted by individual state law, a **policy year** may be extended or reduced by endorsement or by termination of the Policy.

Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed. **Pollutants** do not mean heat, smoke, vapor, soot, or fumes from a **hostile fire** or explosion.

Pollution incident means the actual or alleged:

1. discharge, dispersal, seepage, migration, release or escape of **pollutants** into or upon land, the atmosphere, or any watercourse or body of water; or
2. inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of **fungi** or **microbes**,

which results in **bodily injury** or **property damage**. However, a **pollution incident** cannot arise from any dishonest, fraudulent, criminal, malicious act or omission, or an intentional wrongdoing committed by the **Insured** or at the **Insured's** direction or with the **Insured's** prior knowledge.

Professional services mean those services that the **Insured**, or any person or entity, including joint ventures, for whom the **Insured** is liable, performs for others on behalf of a **Named Insured** in the **Insured's** practice as an architect, engineer, interior designer, land surveyor, LEED® green building program consultant, landscape architect, construction manager, scientist, or technical consultant.

Property damage means the following:

1. physical injury to, damage to, or destruction of tangible property, electronic data, soil, surface water, groundwater, plants, or animals, including the resulting loss of use thereof;
2. clean-up costs incurred by a third party or mandated by any governmental entity; or
3. loss of use of tangible property that has not been physically injured or destroyed.

Rectification expense means reasonable and necessary fees, costs and expenses incurred by the **Named Insured** for rectification of a **design defect** caused by **professional services** in any part of the construction works or engineering works for any project upon which the **Insured** is responsible for design. **Rectification expense** does not include: overhead, mark-up, profit or any fee, charge, cost, or expense incurred by any **Insured** for materials supplied or services performed by any **Insured**.

Related claims mean all **claims** made against the **Insured** and arising out of:

1. a single **wrongful act** or related **wrongful acts** that are logically or causally connected by any common fact, situation, event, transaction, advice, or decision;
2. a single **design defect** or related **design defects** that are logically or causally connected by any common fact, situation, event, transaction, advice, or decision; or
3. an activity or related activities that result in a single **pollution incident** or multiple **pollution incidents** that are logically or causally connected by any common fact, situation, event, transaction, advice, or decision.

Technology based services mean **professional services** that utilize electronic information technology, including custom software development, modification or integration; provided, however, that such **technology based services** are provided solely to a specific client of the **Named Insured**.

Totally and permanently disabled means that the **Insured** is so disabled as to be wholly prevented from rendering **professional services**, provided that such disability:

1. has existed continuously for not less than six (6) months; and
2. is reasonably expected to be continuous and permanent.



Wrongful act means an act, error or omission that causes liability in the performance of **professional services** for others by the **Insured** or by any person or entity, including joint ventures, for which the **Insured** is liable.

IV. EXCLUSIONS

The Insurer will not defend or pay under this Policy for any **claim**:

A. Claims by Insureds

brought by the **Insured** or on the **Insured's** behalf against another **Insured** covered by this Policy;

However, this exclusion shall not apply to **claims** brought by a client or project owner who qualifies as an **Insured** under paragraph 4. of the definition of **Insured**.

B. Contractual Liability

arising out of:

1. the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees; or
2. any actual or alleged liability of others that the **Insured** assumes under any oral or written contract or agreement.

However, this exclusion shall not apply to:

- a. the **Insured's** liability that exists in the absence of such contract or agreement; or
- b. the **Insured's** liability assumed in a written contract or agreement as set forth in subparagraphs a., b. and c. of paragraph 4. of the definition of **Insured**.

In a foreign jurisdiction where the **Insured's** liability to a client is predicated only on contractual liability, subparagraph 1. of this exclusion does not apply except to the extent that the **Insured** has agreed to pay consequential or liquidated damages;

C. Faulty Workmanship

arising out of any actual or alleged cost to repair or replace faulty workmanship the **Insured** performs on any construction, erection, fabrication, installation, assembly, manufacture or remediation, including any materials, parts, or equipment furnished in connection therewith except that this exclusion does not apply to drilling, excavation, or other sampling or testing procedures or the supplying of furnishings as part of interior design services, necessary to perform **professional services**;

D. Liquidated Damages/Fines and Penalties/Money Due/Return of Fees

for liquidated damages in excess of the **Insured's** liability caused by a **wrongful act** or a **pollution incident**; for fines and penalties imposed on the **Insured**; or for the failure or refusal of a client to pay money due the **Insured**; or for return of fees paid to the **Insured**;

E. Nuclear

arising out of any actual or alleged nuclear reaction, radiation, or contamination, under any circumstances and regardless of cause, within or originating from a **nuclear facility**;

F. Owned Entity

made against the **Insured** by any entity:

1. which is operated, managed, or controlled by the **Insured**;
2. in which the **Insured** has an ownership interest in excess of 49%; or
3. which wholly or partly owns, operates, or manages the **Insured**;



G. Owned, Leased or Rented Property

arising out of any actual or alleged:

1. ownership, rental or leasing of any real or personal property including damage to property at any time owned by or rented or leased by or to the **Insured** or by any person or entity for whom the **Insured** is legally liable; or
2. **pollution incident** at, onto or from any real or personal property owned, leased or rented by the **Insured** or by any person or entity for whom the **Insured** is legally liable; however, this exclusion shall not apply to:
 - a. temporary storage of equipment or material at any staging or storage area that is associated with the **Insured's** activities; or
 - b. **pollution incidents** at, onto or from a **covered location** of a **Named Insured**;

H. Prior Notice

arising out of any actual or alleged:

1. **wrongful act, pollution incident** or any matter, fact, situation, transaction, or event, for which notice was given by the **Insured** under any professional liability or pollution insurance coverage prior to the effective date of this Policy; or
2. other **wrongful act** or **pollution incident** whenever occurring, which is logically or causally connected by any common fact, situation, transaction, or event to the **wrongful act** or **pollution incident** specified in paragraph 1. of this exclusion;

I. Sale or Distribution of Goods

arising out of any actual or alleged sale or distribution of goods or products by the **Insured**, or by others under license from the **Insured**. This exclusion does not apply to furniture, furnishings or equipment created or modified specifically for a client in connection with the **Insured's professional services** for that client or to software created or modified specifically for a client in connection with **technology based services** for that client;

J. Transportation

arising out of any actual or alleged ownership, entrustment, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock. However this exclusion shall not apply to:

1. a **pollution incident** arising out of the ownership, entrustment, maintenance, use, operation, loading or unloading of any automobile, aircraft, watercraft or rolling stock or arising from wastes or materials transported by or on behalf of the **Named Insured**:
 - a. by an automobile, aircraft, watercraft or rolling stock during the course of activities; or
 - b. to a **non-owned disposal site**;
2. amounts the **Insured** becomes legally obligated to pay as a result of a **wrongful act** for which this Policy otherwise provides coverage, even if the **professional services** were performed using or operating an automobile, aircraft, watercraft or rolling stock;

K. Unlawful Discrimination

arising out of any actual or alleged unlawful discrimination by the **Insured** against the **Insured's** personnel or employment applicants or any obligation the **Insured** has under any employment, workers' compensation, employers' liability, unemployment compensation, disability benefits, or other similar law;



L. Intentional Acts

arising out of any actual or alleged dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing by an **Insured** except that the Insurer shall provide the **Insured** with a defense of such **claim** unless or until the dishonest, fraudulent, criminal, malicious act or omission or intentional wrongdoing has been determined by any trial verdict, court ruling, regulatory ruling or legal admission, whether appealed or not. Such defense will not waive any of the Insurer's rights under this Policy. Criminal proceedings are not covered under this Policy regardless of the allegations made against any **Insured**.

V. LIMITS OF LIABILITY/DEDUCTIBLE

A. Limits of Liability

1. Subject to paragraph **2.** below, the limit of liability shown on the Declarations as the each **claim** Limit of Liability is the maximum the Insurer will pay for each **claim** first made against the **Insured** and reported to the Insurer during the **policy year**.
2. The limit of liability shown on the Declarations as the Aggregate Limit of Liability per **policy year** is the maximum the Insurer will pay for all **claims** first made against the **Insured** and reported to the Insurer during the **policy year**.
3. Subject to paragraph **4.** below, the each **design defect circumstance** Limit of Liability shown on the Declarations is the maximum the Insurer will pay as reimbursement expense for each **design defect circumstance** reported by the **Insured** in accordance with the Section of the Policy entitled **COVERAGE**, the subsection entitled SUPPLEMENTAL INSURING AGREEMENT – RECTIFICATION EXPENSE. This limit is a sublimit of liability, which further reduces and in no way increases the applicable each **claim** and aggregate limits shown on the Declarations.
4. The aggregate **design defect circumstance** Limit of Liability per **policy year** shown on the Declarations is the maximum the Insurer will pay as reimbursement expense for all **design defect circumstances** reported by the **Insured** in accordance with the Section of the Policy entitled **COVERAGE**, the subsection entitled SUPPLEMENTAL INSURING AGREEMENT – RECTIFICATION EXPENSE. This limit is a sublimit of liability, which further reduces and in no way increases the applicable aggregate limit shown on the Declarations.
5. All limits of liability set forth above apply on a **policy year** basis and are excess over any deductible amount. The **policy year** limits of liability may not be aggregated or transferred, in whole or in part, so as to provide any additional coverage with respect to **claims** first made or deemed made, or any **design defect circumstance** reported by the **Insured**, during any other **policy year**. If the limits of liability as specified above for any **policy year** are exhausted, the Insurer's obligation for that **policy year** shall be deemed completely fulfilled and extinguished.
6. All **related claims**, whenever made, shall be considered a single **claim** first made and reported to the Insurer on the dates on which the earliest of the **related claims** was first made and reported to the Insurer.
7. **Claim expenses** are subject to and included within the applicable limit of liability.

B. Deductible

The **Insured's** obligation to pay up to the per **claim** Deductible amount shown on the Declarations and the aggregate Deductible per **policy year** shown on the Declarations, if any, including but not limited to **claim expenses**, shall apply to all Insuring Agreements and Supplemental Insuring Agreements under the Section of the Policy entitled **COVERAGE**.

C. Reimbursement to the Insurer

If the Insurer has paid any amounts in excess of the applicable limit of liability, or within the amount of



the **Insured's** deductible, the **Insured** shall be liable to the Insurer for all such amounts, and, upon demand, shall pay such amounts to the Insurer.

D. More Than One Insured

Neither the applicable limit of liability nor the **Insured's** deductible shall be increased because more than one **Insured** is included in a **claim**.

E. Risk Mitigation Incentives

The **Insured** may be eligible for a Risk Mitigation Credit or an Early Resolution Credit for each **claim**. In no way shall this section be construed to afford more than one such Risk Mitigation Incentive per **claim**.

1. Risk Mitigation Credit

The Insurer will reduce the **Insured's** deductible obligation for a **claim** by 50%, up to \$25,000, if, within sixty (60) days of the date of the Insurer's request, the **Insured** provides the Insurer with a copy of the written agreement that was executed by the **Insured** and the **Insured's** client prior to the **Insured's** performance of the agreed-to **professional services** giving rise to such **claim** and the **Insured** demonstrates, to the Insurer's reasonable satisfaction, the existence of any three (3) of the following six (6) conditions:

- a. The **Insured's** written agreement with the **Insured's** client specified payment terms, including a schedule of when payments were to be paid to the **Insured**, which the **Insured** consistently followed and enforced, or documented the **Insured's** attempt to do so.
- b. Prior to the performance of the agreed-to **professional services** giving rise to the **claim**, the **Insured** executed a separate written agreement and obtained certificates of insurance evidencing both Professional Liability and General Liability insurance with each architect, engineer, landscape architect, land surveyor, contractor, or construction manager the **Insured** engaged or who engaged the **Insured**.
- c. The **Insured** engaged with the **Insured's** client in a structured, contemporaneously documented, pre-project planning process that produced a project definition document or package that substantially addressed the following project parameters (only "i" through "iii" are required to satisfy this condition for study-contracts and report-only contracts):
 - i. project objectives (e.g., business, economic, aesthetic, other);
 - ii. project constraints (e.g., budget, schedule, regulatory, other);
 - iii. the bases for the design/investigation (e.g., site data/requirements, utilities data/requirements, facility programming/requirements, equipment/technology requirements, alternatives to be considered);
 - iv. project execution approach (e.g., staging, procurement strategy, delivery method, other); and
 - v. project monitoring and control procedures (e.g., quality, cost, schedule, other).
- d. Prior to delivery to the **Insured's** client of the instruments or deliverables of the **Insured's** **professional services**, a documented, independent peer review was completed, internally or externally, by a qualified professional to assess the likelihood that such instruments or deliverables would satisfy the **Insured's** client's objectives and would be in conformance with good professional practice.
- e. The **Insured** engaged with representatives of the project owner, entities responsible for construction, and any other project stakeholders the **Insured** deemed appropriate in a structured, contemporaneously documented constructability review process that provided for the timely integration of construction input into project planning, design, and field operations.



- f. The **Insured** maintained a contemporaneously documented construction phase submittal log indicating the as-planned and actual dates the **Insured** received and responded to every submittal and the action taken.

2. Early Resolution Credit

If negotiation or mediation of a **claim** results in a resolution of such **claim** within one hundred and eighty (180) days of the time it was reported to the Insurer in accordance with the Section of the Policy entitled **CONDITIONS**, the condition entitled The **Insured's** Duties if There is a **Claim**, and such resolution includes an indemnity payment by the Insurer, the deductible applicable to such **claim** will be reduced by 50%, up to \$10,000.

VI. CONDITIONS

A. The Insured's Rights and Duties as the First Named Insured on the Policy Declarations

The first **Named Insured**, on behalf of all **Insureds**, will be:

1. authorized to make changes in the terms of this Policy with the Insurer's written consent;
2. authorized to receive any amounts the Insurer refunds; and
3. responsible for:
 - a. the payment of all premiums and deductible obligations due the Insurer;
 - b. keeping records of the information the Insurer needs for premium computation, and sending the Insurer copies as it may request; and
 - c. notifying the Insurer of any cancellation or non-renewal.

B. The Insured's Duties if There is a Claim

If there is a **claim**, the **Insured** must do the following:

1. promptly notify the Insurer in writing. This notice must be given to the Insurer within the **policy year** in which the **claim** is made or within sixty (60) days after its expiration or termination. All **claims** reported during any **extended reporting period** shall be considered as having been made during the last **policy year** this Policy was in effect. If the **claim** is made during any applicable **extended reporting period**, then notice must be given to the Insurer within such **extended reporting period**. Notice of a **claim** must be sent to the attention of either of the following:
 - a. CNA – Claim Reporting
P.O. Box 8317
Chicago, IL 60680-8317
fax: 866-773-7504
email: SpecialtyProNewLoss@cna.com
 - b. Attn: AE Claims
Victor Insurance Managers Inc.
AE Professional Liability Claims
7700 Wisconsin Avenue, Suite 400
Bethesda, Maryland 20814
fax: 301-951-5444
designclaims.us@victorinsurance.com
2. specify the names and addresses of the persons making a **claim** against the **Insured** and provide the Insurer with information on the time, place and nature of the **claim**;
3. immediately forward to the Insurer all documents that the **Insured** receives in connection with the **claim**;



4. fully cooperate with the Insurer or the Insurer's designee in the defense of a **claim**, including but not limited to assisting the Insurer in: the conduct of suits or other proceedings, settlement negotiations, and the enforcement of any right of contribution or indemnity against another who may be liable to the **Insured**. The **Insured** shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses;
5. refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense, without the Insurer's prior written approval; and
6. pay the deductible amount when due.

After the **Insured** reports a **circumstance** or a **claim** is made and the **Insured** has the right under any contract to either reject or demand arbitration or other alternative dispute resolution process, the **Insured** shall only do so with the Insurer's prior written consent.

C. The Insured's Rights and Duties in the Event of a Circumstance

If the **Insured** reports a **circumstance** for which there may be coverage under this Policy, and the **Insured** gives the Insurer written notice containing as much detail as the **Insured** can reasonably provide regarding:

1. what happened and the **professional services** or activities the **Insured** performed;
2. the nature of any possible injury or damages; and
3. how and when the **Insured** first became aware of such **circumstance**,

then any **claim** or **related claims** that subsequently may be made against the **Insured** arising out of such **circumstance** shall be deemed to have been made on the date the Insurer received written notice of the **circumstance**.

The **Insured** will cooperate with the Insurer in addressing the **circumstance**, and refuse, except solely at the **Insured's** own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without the Insurer's prior written approval.

D. Subrogation

If any **Insured** has rights to recover amounts from another, those rights are transferred to the Insurer to the extent of the Insurer's payment. The **Insured** must do everything necessary to secure these rights and must do nothing after a **claim** is made to jeopardize them. The Insurer hereby waives subrogation rights against any person or organization to the extent that the **Named Insured** has, prior to a **wrongful act** or **circumstance**, entered into a written agreement to waive such rights.

E. Premium

All premium charges under this Policy will be computed according to the rules, rates and rating plans that apply at the effective date of the current **policy term**.

F. Examination and Audit

The **Insured** agrees to allow the Insurer to examine and audit the **Insured's** financial books and records that relate to this insurance. The Insurer may do this at any time during the **policy term** or any extensions, and up to three years after the end of the **policy term**.

G. Legal Action Limitation

1. The **Insured** agrees not to bring any legal action against the Insurer concerning this Policy unless the **Insured** has fully complied with all the provisions of this Policy.
2. If, after the final adjudication or settlement of a **claim**, there is any dispute concerning tort allegations against the Insurer regarding the handling or settlement of any **claim**, the **Insured** and the Insurer agree to submit such dispute to any form of alternative dispute resolution acceptable to both



parties. Should the **Insured** and the Insurer be unable to agree on the form of alternative dispute resolution, then such dispute shall be submitted to binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

H. Changes to Policy

None of the provisions of this Policy will be waived, changed, or modified except by written endorsement to this Policy.

I. Transfer of Interest

For a transfer of interest or an assignment of this Policy to be effective, the first **Named Insured** must obtain the Insurer's written consent.

J. Other Insurance

If there is other collectible insurance, including but not limited to project specific insurance, that applies to a **claim** covered by this Policy, the other insurance must pay first, and this Policy is excess over the other insurance. This Policy applies to the amount of the **claim** that exceeds the available limit of liability and any deductibles or retention amounts of the other insurance. Provided, however, that for liability assumed by the **Named Insured** pursuant to the definition of **Insured**, subparagraph 4., this insurance is primary and non-contributory.

K. Cancellation/Non-Renewal

The **Insured's** and the Insurer's rights are stated below and in the attached State Provisions endorsement.

The Insurer will make the premium adjustment at the time that cancellation is effective, or as soon as practicable after that time. Premium return will be computed pro rata if the Insurer cancels or if the **Insured** cancels at the end of a **policy year**. But if the **Insured** cancels at any other time, only 90% of the prorated premium will be returned.

L. Severability/Innocent Parties

Any **Insured** who did not commit, participate in, or have prior knowledge of any dishonest, fraudulent, criminal, malicious act or omission, or an intentional wrongdoing, or who did not fail to comply with the Section of the Policy entitled **CONDITIONS**, the condition entitled The **Insured's** Duties if There is a **Claim**, paragraph 1., shall have the coverage otherwise provided by this Policy.

M. Estates, Legal Representatives, and Spouses

Coverage is afforded under this Policy to the estates, heirs, legal representatives, assigns, spouses, and any **domestic partner** of any natural person within the definition of **Insured**, but only for a **claim** arising solely out of their status as such. In the case of a spouse or **domestic partner**, coverage is also afforded under this Policy where such **claim** seeks damages from marital community property, jointly held property, or property transferred from any natural person designated in the definition of **Insured** to their spouse or **domestic partner**. No coverage is provided for any act, error, or omission of an estate, heir, legal representative, assign, spouse or **domestic partner**. All terms and conditions of this Policy, including without limitation the deductible applicable to any **claim**, shall also apply to any **claim** made against such estates, heirs, legal representatives, assigns, spouses, and **domestic partners**.

N. Extended Reporting Periods

1. Automatic extended reporting period

If this Policy is canceled or non-renewed either by the Insurer or by the first **Named Insured** and the first **Named Insured** has not obtained similar coverage, the Insurer will provide an automatic, non-cancelable **extended reporting period** starting at the termination of the **policy term**. This



automatic **extended reporting period** will terminate after sixty (60) days.

2. Optional extended reporting period

- a. If this Policy is canceled or non-renewed either by the Insurer or by the first **Named Insured**, then the first **Named Insured** shall have the right to purchase a non-cancelable optional **extended reporting period**.

If purchased, the first sixty (60) days of the optional **extended reporting period** run concurrently with the sixty (60) days of the automatic **extended reporting period**.

- b. The additional premium for the optional **extended reporting period** shall be fully earned at inception and based upon the rates for such coverage in effect at the beginning of the **policy term** and shall be for one (1) year at 100% of the **policy term** premium divided by the total number of **policy years** in the **policy term**; three (3) years at 190% of the **policy term** premium divided by the total number of **policy years** in the **policy term**; and five (5) years at 250% of the **policy term** premium divided by the total number of **policy years** in the **policy term**.
- c. The first **Named Insured** must provide the Insurer with written notice of its election to purchase the optional **extended reporting period** and pay the full payment for such period within sixty (60) days after the end of the **policy term**.

3. Death or disability extended reporting period

- a. If an **Insured** dies or becomes **totally and permanently disabled** during the **policy term**, then, upon the latter of the expiration of: the **policy term**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**, such **Insured** shall be provided with a death or disability **extended reporting period**, as provided below.
- i. In the event of death, such **Insured's** estate, heirs, executors or administrators must, within sixty (60) days of the expiration of the **policy term**, provide the Insurer with written proof of the date of death. This **extended reporting period** is provided to such **Insured's** estate, heirs, executors and administrators.
- ii. If such **Insured** becomes **totally and permanently disabled**, such **Insured** or such **Insured's** legal guardian must, within sixty (60) days of the expiration of the **policy term**, provide the Insurer with written proof that such **Insured** is **totally and permanently disabled**, including the date the disability commenced, certified by such **Insured's** physician. The Insurer retains the right to contest the certification made by such **Insured's** physician, and it is a condition precedent to this coverage that such **Insured** agrees to submit to medical examinations by any physician designated by the Insurer at the Insurer's expense. This **extended reporting period** is provided until such **Insured** shall no longer be **totally or permanently disabled** or until such **Insured's** death, in which case subparagraph i. hereof shall apply.
- b. No additional premium will be charged for any death or disability **extended reporting period**.

4. Non-practicing extended reporting period

- a. If, during the **policy term**, an **Insured** retires from, or otherwise voluntarily ceases, permanently and totally, such **Insured's** practice as an architect, engineer or any other profession specifically listed in the definition of **professional services**, and has been continuously insured by the Insurer for at least ten (10) consecutive years, then such **Insured** shall have the right to purchase a non-practicing **extended reporting period** commencing upon the latter of the expiration of: the **policy term**; any renewal or successive renewal of this Policy; or any automatic or optional **extended reporting period**.
- b. The additional premium for the non-practicing **extended reporting period** shall be fully earned at inception and based upon the rates for such coverage in effect at the beginning of the **policy term** and shall be for ten (10) years at 250% of the **policy term** premium divided by the total



number of **policy years** in the **policy term**.

- c. The **Insured** must provide the Insurer with written notice of such **Insured's** election to purchase the non-practicing **extended reporting period** and pay the full premium for such period within sixty (60) days after such **Insured's** date of retirement or sixty (60) days after the end of the **policy term**, whichever is earlier.

As used herein, the **Insured's** "practice as an architect, engineer or any other profession specifically listed in the definition of **professional services**" means such **Insured's** practice of any such profession for a fee, whether as a sole practitioner or as a partner, officer, director, member, stockholder or employee. The **Insured's** "practice as an architect, engineer or any other profession specifically listed in the definition of **professional services**" does not include any pro bono services performed by the **Insured**.

5. Extended reporting periods limits of liability

- a. Automatic and optional **extended reporting periods** limits of liability

The Insurer's liability for all **claims** reported during any automatic and optional **extended reporting periods** shall be part of and not in addition to the remaining limits of liability for the final **policy year**.

- b. Separate death or disability and non-practicing **extended reporting period** limits of liability

- i. Limit of Liability - each **claim**

Subject to paragraph **ii.** below, the Insurer's limit of liability for each **claim** first made against the **Insured**, and reported to the Insurer during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the amount shown on the Declarations as the each **claim** death or disability and non-practicing **extended reporting period** Limit of Liability.

- ii. Limit of Liability - in the aggregate

The Insurer's limit of liability for all **claims** first made against the **Insured**, and reported to the Insurer during the death or disability **extended reporting period** or non-practicing **extended reporting period**, shall not exceed the amount shown on the Declarations as the aggregate death or disability and non-practicing **extended reporting period** Limit of Liability.

6. Elimination of right to an extended reporting period

There is no right to any **extended reporting period** if the Insurer cancels or refuses to renew this Policy due to:

- a. non-payment of amounts due the Insurer;
- b. non-compliance by the **Insured** with any of the terms and conditions of this Policy; or
- c. any misrepresentation or omission in the application for this Policy.

7. Extended reporting period limitations

No **extended reporting period** shall apply to:

- a. any **claim** or proceedings pending at the inception date of such **extended reporting period**;
- b. any paid **claim**; or
- c. **claims** that are covered under any subsequent insurance purchased by the **Insured**, or that would be covered but for exhaustion of the limits of liability applicable to such **claims**.

8. Extended reporting period not a new policy



It is understood and agreed that the **extended reporting period** shall not be construed to be a new policy and any **claim** submitted during such period shall otherwise be governed by this Policy.

O. Liberalization

If, during the **policy term**, the Insurer files with the appropriate regulator, general revisions to the terms and conditions of this Policy that are intended to apply to all **Insureds** and provide broadened coverage without an additional or increased premium charge, then such broadened coverage will apply immediately to this Policy as of the date the filed revision is effective in the state shown in the mailing address of the Declarations (hereinafter "effective date"). However, this provision will not apply to **claims** that were first made against the **Insured** prior to the effective date of such revision.

P. Economic and Trade Sanctions

This Policy does not provide coverage for any **Insured**, any transactions, or any part of a **claim** if uninsurable under the laws or regulations of the United States concerning trade or economic sanctions.

Q. Territory

The coverage afforded by this Policy applies worldwide.

R. Headings

The descriptions in the headings of this Policy are solely for convenience, and form no part of the terms and conditions of coverage.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its Chairman and Secretary at Chicago, Illinois, but the same shall not be binding upon the Insurer unless signed by its duly authorized representative.

CEO

Secretary



NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS
WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



RESOLUTION NO. 2025-31

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF ODESSA, MISSOURI, AND ALLGEIER, MARTIN, AND ASSOCIATES, INC. FOR ELECTRICAL ENGINEERING SERVICES ON AN ON-CALL/TASK ORDER BASIS.

WHEREAS, the City of Odessa desires to engage the professional services of a qualified engineering firm to provide electrical engineering, planning, design, and related technical services on an on-call/task order basis; and

WHEREAS, Allgeier, Martin, and Associates, Inc. ("Contractor") has submitted a proposal to provide such services to the City; and

WHEREAS, the City finds that entering into a Professional Services Contract with Allgeier, Martin, and Associates, Inc. is in the best interest of the City to ensure the safe, efficient, and compliant operation of the City's electrical systems; and

WHEREAS, the proposed Contract provides for professional services to be performed under the supervision of licensed engineers and surveyors, establishes a term of one (1) year from the date of execution, and allows for renewal by the City for two (2) additional one-year periods.

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 professional service contract with Allgeier, Martin, and Associates, Inc., substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The work performed under this Contract shall be on an on-call/task order basis and the City shall be charged based on the hourly rate of those performing the work.

SECTION 3. The term of this contract is that work shall be completed within one year from the date of execution, and the City may renew the contract for two additional one-year periods.

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 10th day of November, 2025.

(SEAL)

ATTEST:

Bryan D. Barner, Mayor

Karen Findora, City Clerk



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Approval of a Developer's Agreement for "The Hill" – single-family residential development, located West of Dyer Park between Main Street and U.S. 40 Hwy.

ACTION REQUESTED: Approve or deny Resolution No. 2025-32, authorizing the Mayor to sign a Developer's Agreement between the City of Odessa and Developers, Steve and Lisa Bailey, regarding "The Hill" development project.

BACKGROUND:

"The Hill" Development has been an ongoing project between the City of Odessa and Developers Steve and Lisa Bailey since 2005. While the project experienced periods of delay over the years, significant progress resumed in 2024 with the installation of public infrastructure, including water, sewer, and streets.

During this phase, electric infrastructure was installed based on differing interpretations of applicable city code and development responsibilities. As a result, the work proceeded prior to the formalization of a development agreement.

Over the past year, City staff and the developers have worked collaboratively to clarify expectations and determine a fair resolution for the work performed. The proposed Developer's Agreement formalizes this understanding and provides for the following:

- Recognition and credit to the developer for the completed electric infrastructure installation.
- The developer's commitment to repair a section of street impacted during construction.

This agreement provides a balanced resolution that acknowledges the progress made on the project while ensuring the City's infrastructure standards are maintained moving forward.

FINANCIAL CONSIDERATIONS:

A credit of \$130,000 issued to the developer. The amount paid by the Developer will be reimbursed to the Electric Fund for materials.

ATTACHMENTS: Resolution No. 2025-32; Developer's Agreement

PREPARED BY: _____
Shawna Davis, City Administrator

DATED: November 10, 2025

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into between the City of Odessa, Missouri (“City”), a fourth-class city and political subdivision of the State of Missouri, and Steve Bailey and Lisa Bailey, husband and wife, (“Developer”), (collectively, “Parties”) on this _____ day of _____, 2025.

WITNESSETH

Whereas, the Developer is in the process of developing and constructing a subdivision within the City of Odessa, known as The Hill (“The Hill”);

Whereas, the Board of Aldermen of the City deem the development and construction of The Hill, which necessarily includes installation of electrical service facilities and partial street restoration, to be a public purpose; and

Whereas, the City and the Developer desire to enter into this Agreement regarding the installation of electrical service facilities and for partial street restoration at The Hill.

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

a. **Electrical Service Facilities.** The Developer shall construct, install, and complete all electrical service facilities at The Hill in accordance with Chapter 48, Article IV of the Odessa Code of Ordinances, and any other applicable ordinances of the City of Odessa. Such electrical service facilities shall comply with all applicable ordinances of the City of Odessa in place at the time of electrical service facilities installation. Developer may complete the work in a time and manner that is at its discretion, and the parties acknowledge that Developer intends to perform the electrical service facilities work by May 2028.

2. Partial Street Restoration at Lakeview and Main Street. The Developer shall construct, install and complete all of the work for the Partial Street Restoration at Lakeview and Main St. in the City of Odessa, in accordance with the description of work set forth on the attached **Exhibit B**, which shall generally consist of Undercut/Replace and 4” of Base Asphalt for 5,000 SF of Lakeview for the amount of \$39,093 and Mill and Overlay 8,400 SF of Lakeview and 1,260 SF of Main Street for the amount of \$25,368, for a total amount of \$64,461. In lieu of receiving a cash payment from the City of Odessa for this work, Developer shall receive a credit from the City to be immediately applied to the Electrical Materials Costs, in the amount of \$64,461. The Developer shall complete the Partial Street Restoration work in accordance with all applicable ordinances of the City of Odessa in place at the time of the work. The Developer shall complete the Partial Street Restoration by the date that is one year following the date of this Development Agreement. Developer shall cause a payment and performance bond, securing the completion of the Partial Street Restoration improvements, to be issued to and for the benefit of the City of Odessa. If Developer does not complete the Partial Street Restoration at such time, the City of Odessa shall have the rights provided for by the payment and

performance bond.

- a. Within thirty (30) days of the date of this Agreement, Developer shall obtain, and provide to the City, a payment and performance bond in compliance with 107.170, RSMo. and in the amount of the costs of the Partial Street Restoration. The cost of the payment bond and performance bond shall not be added to the credit described herein. The payment bond and performance bond shall be provided to the City prior to the Developer beginning Partial Street Restoration work.

3. Approvals and Permits. The Developer shall obtain all necessary approvals and permits required by the City, the State, and the federal government prior to the installation of electrical service facilities and the Partial Street Restoration work.

4. Electrical Materials. Pursuant to Chapter 48, Article IV of the Odessa Code of Ordinances, the Developer is obligated to pay the costs of materials required for the electrical service facilities for all phases of installation at The Hill, which materials and costs are set forth on the attached **Exhibit A**. The type and quantity and the costs for all of the electrical materials (“Electrical Materials Costs”) required or necessary that Developer is obligated to pay for The Hill shall be fixed and established as set forth on **Exhibit A**. The City shall be responsible and obligated to provide to Developer any and all electrical materials necessary for the electrical service facilities necessary and required for electrical service at The Hill as set forth in Chapter 48, Article IV of the Odessa Code of Ordinances. The City shall, upon request by the Developer, provide, and exercise diligence in obtaining the same as promptly as the electrical materials are available, all of the electrical materials to the Developer for its installation at The Hill. Any additional materials not included in **Exhibit A** shall be borne and paid for by the City of Odessa, except that if the Developer requests electrical materials that are not included in **Exhibit A**, the Developer shall pay the increase in costs for the alternative electrical materials. The Developer is not obligated nor responsible for paying for the cost of materials required for electrical service facilities that are in excess of that required to service The Hill, or which are in excess of those set forth on **Exhibit A**, except for as provided above regarding alternative electrical materials.

a. **Developer’s Cash Payment.** Within thirty (30) days of the Development Agreement, the Developer shall make a final payment to the City in the amount of Thirty-One Thousand Four Hundred Eighty-Eight and 88/100 Dollars (\$31,488.88) for the remaining amount due for the Electrical Materials Costs. This \$31,488.88 payment, together with the Developer’s Credit in the amount of \$130,000 set forth below, shall constitute the total and final amount that Developer is required and obligated to pay for all of the electrical materials necessary or required by the City for the electrical service facilities necessary and required by the City for the development of The Hill, except for as provided above regarding alternative electrical materials.

b. **Materials previously purchased and to be purchased by the City.** The Developer is obligated for all costs of electrical materials that have previously been

purchased by the City and for those to be purchased, to the extent they are set forth and identified on **Exhibit A**, for the electrical service facilities. The total cost that Developer is obligated and responsible for of such electrical materials previously purchased and to be purchased by the City is One Hundred Sixty-One Thousand Four Hundred Eighty-Eight and 88/100 Dollars (\$161,488.88), which shall be paid for by the Developer's Cash Payment in Section 4(a) and the Credit in Section 4(c) herein.

c. Credit. In consideration of the economic development anticipated by the development and construction of The Hill, the Developer shall receive a credit against the costs of materials for the electrical service facilities in the total amount of One Hundred Thirty Thousand Dollars (\$130,000), which includes the \$64,461 in credit that Developer shall receive for its completion of the Partial Street Restoration at Lakeview and Main Street for the City. This credit, together with the payment of \$31,488.88 shall be applied towards the Electrical Materials Costs and shall fully satisfy any obligation of Developer towards the electrical materials that are required and necessary for The Hill, except for as provided above regarding alternative electrical materials. This credit shall apply only to costs of electrical service facilities materials for The Hill. At the time of completion of the three phases, any remaining credit amount shall be null and void.

d. All materials purchased by the City for the electrical service facilities at The Hill shall be utilized for development of The Hill. If materials purchased by the City are utilized at locations other than The Hill, the Developer shall pay the costs of such materials to the City.

5. Compliance with Applicable Laws.

a. The Developer shall comply with all applicable laws, rules, and ordinances of the City, State, and federal government whether or not such laws, rules, and ordinances are referenced herein.

b. The Developer affirmatively states that it is in compliance with all applicable laws, rules, and ordinances of the City, State, and federal government.

6. General Provisions.

a. Assignment. The Developer shall not assign or any interest in this Agreement without prior written consent of the Board of Aldermen.

b. Modification. This Agreement shall not be modified or amended unless such modification or amendment is signed in writing by both Parties.

c. Independent Service Provider. This Agreement does not create an employee/employer relationship between the Parties. The Developer is 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, the 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.

- d. Liability and Indemnity.** The Developer shall indemnify the City, its elected or appointed officials, employees, agents, consultants, and/or representatives from all claims arising out of this Agreement, including any and all liability, suits, damages, costs (including attorney fees), losses, outlays, and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Agreement or any work completed on the electrical service facilities, or the work of any contractor or subcontractor thereunder (the Developer hereby assuming full responsibility for relations with all contractors and subcontractors), including, but not limited to, claims for personal injuries, death, property damage, negligence, discrimination, misrepresentation, wage or compensation due to any contractors or employees of the Developer or other persons performing the work described herein, or for damages from the award of this Agreement to Developer, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its elected or appointed officials, employees, agents, consultants, and/or representatives.
- e. Release and Waiver of Claims.** The Developer hereby releases the City of Odessa and waives all claims against the City of Odessa in relation to the Developer's development of The Hill, including and not limited to, claims as they relate to: previous City administrations; Missouri Department of Natural Resources moratoria; any construction plans, plats, utility plans, and/or building plans related to The Hill that have been submitted prior to the date of this Agreement; the Water Line Construction Upsize Agreement, Sewer Line Testing and Geogrid Addition to Street Construction for The Hill Subdivision in Odessa, Missouri, dated May 22, 2023, the costs of electrical utility facilities within the City; the costs of Developer's or KAT Excavation's labor and other incurred costs in relation to the installation of electrical utility facilities within the City; and the applicability of the City Code to The Hill. As used in this Section 6.e., "The City of Odessa" shall include the City, its elected or appointed officials, employees, agents, consultants, and/or representatives.
- f. Governing Law and 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.
- g. Entire Agreement.** This Agreement contains the entire agreement of the parties in relation to the cost of materials for electrical service facility installation during all phases of the development of The Hill. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by both Parties.
- h. Severability.** If any term or provision of this Agreement is held invalid or

unenforceable the remainder of this Agreement shall be construed valid and enforceable to the fullest extent permitted by law.

The City of Odessa, Missouri

By: _____
Mayor Bryan Barner

Steve Bailey and Lisa Bailey

By: _____
Steve Bailey

By: _____
Lisa Bailey

EXHIBIT A & B
(see attached)



City of Odessa, Missouri

Odessa Power & Light
900 West Dryden
Odessa, MO 64076
Phone (816) 633-5521

EXHIBIT A

Invoice No. _____

INVOICE

Bill To

Name	Hill Subdivision First Phase		
Address			
City		State	ZIP
Phone		Fax	

Date of Invoice	
Ordered By	
Ordered Date	
Purchase Order #	

Electric Dept.

QUANTITY	U/M	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	Developer Price
2.75	reel	conduct 2in red	\$ 1,443.18	\$ 3,968.75	\$ 3,968.75
2.00	reel	conduit 2 1/2in red	\$ 2,061.36	\$ 4,122.72	\$ 4,122.72
3.00	reel	conduit 2 1/2in black	\$ 2,145.46	\$ 6,436.38	\$ 2,145.46
2.00	reel	1/0 wire	\$ 13,750.00	\$ 27,500.00	\$ 27,500.00
2.00	reel	4/0 wire	\$ 15,082.50	\$ 30,165.00	\$ 10,055.00
10.00	ea	transformer vault	\$ 470.00	\$ 4,700.00	\$ 4,700.00
19.00	ea	secondary pedestal	\$ 171.15	\$ 3,251.85	\$ 3,251.85
4.00	ea	junction cabinet	\$ 1,115.00	\$ 4,460.00	\$ 1,486.67
4.00	ea	junction cabinet vault	\$ 245.00	\$ 980.00	\$ 326.67
12.00	ea	Junction 4-point	\$ 218.03	\$ 2,616.36	\$ 872.12
42.00	ea	5/8 8ft ground rod	\$ 30.89	\$ 1,297.38	\$ 1,297.38
42.00	ea	ground rod clamp	\$ 2.60	\$ 109.20	\$ 109.20
21.00	ea	4/0 15kv 200A elbows	\$ 62.35	\$ 1,309.35	\$ 436.45
25.00	ea	1/0 15kv 200A elbows	\$ 62.35	\$ 1,558.75	\$ 1,558.75
15.00	ea	15kv elbow arresters	\$ 171.07	\$ 2,566.05	\$ 2,566.05
4.00	ea	parking stand	\$ 65.02	\$ 260.08	\$ 260.08
57.00	ea	secondary pedestal connector	\$ 49.12	\$ 2,799.84	\$ 2,799.84
3.00	ea	4/0 terminator kit	\$ 180.46	\$ 541.38	\$ 180.46
2.00	spools	#4 solid bare copper	\$ 196.00	\$ 392.00	\$ 392.00
30.00	ea	transformer connector	\$ 39.08	\$ 1,172.40	\$ 1,172.40
1.00	ea	GOAB switch hookstick operated	\$ 4,207.61	\$ 4,207.61	\$ 1,402.54
6.00	ea	24in standoff bracket - C6CSO24	\$ 79.32	\$ 475.92	\$ 475.92
15.00	ea	conduit strap - CSTK25	\$ 10.16	\$ 152.40	\$ 50.80
60.00	ea	#4-1/0 split bolt	\$ 6.22	\$ 373.20	\$ 373.20
1.00	ea	terminator/arrester bracket	\$ 197.59	\$ 197.59	\$ 197.59
3.00	ea	mounting bracket wire holder	\$ 68.79	\$ 206.37	\$ 68.79
3.00	ea	Arresters	\$ 83.35	\$ 250.05	\$ 83.35
242.00	ea	2 1/2in 10ft stick sch 40 conduit	\$ 28.07	\$ 6,793.67	\$ 6,793.67
50.00	ea	2in 10ft stick sch 40 conduit	\$ 19.43	\$ 971.65	\$ 971.65
118.00	ea	2 1/2in sweeping 90s	\$ 20.30	\$ 2,395.40	\$ 2,395.40
27.00	ea	2in sweeping 90s	\$ 11.72	\$ 316.44	\$ 316.44
30.00	ea	2in coupler	\$ 1.70	\$ 51.00	\$ 51.00
100.00	ea	2 1/2 in coupler	\$ 2.90	\$ 290.00	\$ 290.00
30.00	ea	machine bolt,washer, locknut	\$ 9.58	\$ 287.40	\$ 287.40
15.00	ea	streetlight poles(wood)	\$ 260.00	\$ 3,900.00	\$ 3,900.00
750.00	ft	street light wire	\$ 0.81	\$ 607.50	\$ 607.50
15.00	ea	streetlight arms	\$ 350.00	\$ 5,250.00	\$ 5,250.00
60.00	ea	1 1/2 conduit	\$ 15.28	\$ 916.80	\$ 916.80
15.00	ea	streetlights 41 watt LED	\$ 135.00	\$ 2,025.00	\$ 2,025.00
1.00	ea	Padmount switch gear with fuses 66-70 weeks out	\$ 36,796.05	\$ 36,796.05	\$ -
9.00	ea	Transformer 37 1/2kva, est 30-50 weeks out	\$ 6,693.00	\$ 60,237.00	\$ 60,237.00
1.00	ea	Transformer 25kva, est 30-50 weeks out	\$ 5,593.00	\$ 5,593.00	\$ 5,593.00
Subtotal				\$ 232,501.53	\$ 161,488.88
Sales Tax					
S & H					
TOTAL				\$ 232,501.53	\$ 161,488.88

Remarks

Office Use Only

Please remit payment to:

~ City of Odessa, Missouri ~ Attention: City Collector ~ P.O. Box 128 ~ Odessa, MO 64076-0128 ~

Thank You.

All payments on invoices postmarked after the due date are subject to a finance fee. This fee is 1.5% monthly or 18% annually.

EXHIBIT B

August 5, 2024

Attn: City of Odessa
Re: Partial Street Restoration at Lakeview and Main St

We are pleased to provide a Quote for the above referenced project per the following scope of work:

Undercut/Replace and **4"** of Base Asphalt For:
5,000 SF of Lakeview

- Supervision
- Saw Cut
- Demo 5,000 SF of Asphalt and Haul

Off

- Dig out 5,000 SF of bad subgrade
- Install **12"** of aggregate over Geogrid
- Install 5,000 SF of **6"** of Base Asphalt

SUBTOTAL: \$39,093.00

Mill and Overlay 8,400 SF of Lakeview and 1,260 SF of Main Street :

- Mill **2"** and overlay **2"** of 5,000 SF of Lakeview
- Mill **2"** and overlay **2"** of 1,200 SF of Main Street

SUBTOTAL: \$25,368.00

NOTES AND EXCLUSIONS

1. Asphalt Pricing quoted is based on material quotes effective this date and is subject to change based upon liquid asphalt "price indexing". Contractor and/or owner will be notified of material and/or delivery pricing changes that may occur between the date of this proposal and the date the work is actually performed. A Change Order covering the amount of additional costs or potential savings will be issued. Please see the clarification of the liquid asphalt price indexing procedure below.

- a. Liquid asphalt pricing used for this quote:
 - i. \$ 575.00/liquid ton [PG 58-28 oil-recycled mix]
 - ii. \$ 575.00/liquid ton [PG 64-22 oil-virgin mix]

Exclusions: Taxes; Permits; Pollution Liability, Drone, Riggers, & Professional Liability Insurance Premiums (if required, additional cost will apply); Damage to Existing Streets; Staking/Surveying; Barricades, Cones, or Traffic Control;

Pavement Markings; Project/Site Signage; anything not specially listed as included above is excluded.

Thank you for allowing us the opportunity to quote this project to you, if you should have any questions or comments, please feel free to contact us at 816.690.4611.

Sincerely,

Steve Bailey Developer

Steve and Lisa Bailey 8807 N 131 Hwy
Odessa, Mo 64076



RESOLUTION 2025-32

RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPER'S AGREEMENT BETWEEN THE CITY OF ODESSA, MISSOURI, AND DEVELOPERS, STEVE AND LISA BAILEY, REGARDING "THE HILL" DEVELOPMENT PROJECT

- WHEREAS,** the City of Odessa ("City") and Developers Steve and Lisa Bailey ("Developers") have been engaged in the development of a single-family residential subdivision known as *"The Hill,"* located west of Dyer Park between Main Street and U.S. Highway 40; and
- WHEREAS,** during the most recent construction phase, electric infrastructure was installed based on differing interpretations of City Code and development responsibilities, resulting in work proceeding prior to the formal execution of a development agreement; and
- WHEREAS,** City staff and the Developers have worked collaboratively to clarify responsibilities, confirm completed work, and develop a fair and equitable resolution; and
- WHEREAS,** the City and the Developer desire to enter into a Development Agreement regarding the installation of electrical service facilities and partial street restoration associated with *The Hill*; and
- WHEREAS,** under the terms of said Agreement:
- The Developer shall construct, install, and complete all electrical service facilities at The Hill in accordance with Chapter 48, Article IV of the Odessa Code of Ordinances and other applicable laws;
 - The Developer shall complete the Partial Street Restoration at Lakeview and Main Street, consisting of the improvements set forth in Exhibit B, for a total value of \$64,461, to be credited toward the Developer's electrical material costs;
 - The Developer shall obtain all required approvals, permits, and performance bonds;
 - The Developer shall make a final cash payment of \$31,488.88 toward electrical materials, and shall receive a total credit of \$130,000 toward the costs of said materials, in full satisfaction of its obligations as described in the Agreement; and
 - Both parties agree to comply with all applicable laws and ordinances, and to the general provisions contained in the Agreement, including indemnification, governing law, and severability clauses;

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

SECTION 1. That the Board of Aldermen hereby authorizes the Mayor to execute, on behalf of the City of Odessa, the Developer's Agreement between the City of Odessa, Missouri, and Steve and Lisa Bailey for *"The Hill"* development project, in substantially the form presented to the Board of Aldermen.

SECTION 2. The City acknowledges the Developer's commitment to repair a section of street impacted during construction.

SECTION 3. The City acknowledges a credit of **One Hundred Thirty Thousand Dollars (\$130,000)** to the Developers for electric infrastructure previously installed, with reimbursement for materials to be made to the City's Electric Fund.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the enforcement of the City Administrator without the need to come before the Board of Aldermen.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 10th day of November, 2025.

(SEAL)

By: _____
Bryan D. Barner, Mayor

ATTEST:

By:

Karen Findora, City Clerk



Odessa Police Department

310 S First Street • Odessa, MO 64076

Phone: 816-633-7575 • Fax: 816-633-7221 • odessapd@cityofodessamo.com

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Maintenance Agreement with Blue Valley Public Safety, Inc. for repair, maintenance, service of five (5) existing storm sirens.

ACTION: Allow Mayor to enter into a Maintenance Agreement with Blue Valley Public Safety, Inc. for repair, maintenance, service of five (5) existing storm sirens.

BACKGROUND: BVPS, Inc has prepared a maintenance agreement regarding repair, maintenance and service of five (5) existing storm sirens for the period to begin December 1, 2025, through November 30, 2026. Our current maintenance agreement will expire on November 30, 2025. BVPS, Inc was later in getting the new proposed agreement to me for the November BOA meeting.

Our storm siren system consists of one (1) siren that was purchased and installed in 2013, one (1) siren that was purchased and installed in 2014 and three (3) sirens that were purchased and installed in 2019. None of our sirens are currently under warranty. Preventative maintenance and monthly testing is conducted, but without a warranty it is advised to have a maintenance agreement in place to repair and service the system. The estimated replacement costs for our existing storm sirens are approximately \$35,000.00 each. Having a maintenance agreement will help extend the life of the equipment and protect these valuable assets.

Note: There are three (3) additional “air raid” style neighborhood sirens that are obsolete and not needed as they are within the coverage area of the five newer sirens. Parts for these antiquated sirens are not available. When these sirens fail beyond normal repair that our City staff can complete, they will be dismantled and removed. Our electric crew did recently complete some minor repair to the electrical supply to one of these “air raid” sirens. That siren is still functioning.


The City of Odessa entered a maintenance contract with BVPS, Inc. last year to cover the five (5) storm sirens within our coverage map. This year’s agreement did see an increase of \$210.00 total.

Finance Director Cathy Thompson and I have reviewed this agreement.

FINANCIAL CONSIDERATIONS: The total for the 2025/2026 maintenance agreement with BVPS, Inc. is \$4,800.00 (an increase of \$210.00 from the previous year).

ATTACHMENTS: Resolution No. 2025-33; Maintenance agreement proposal, warning system coverage map, warning system site locations.

PREPARED BY



Josh Thompson
Chief of Police

DATED October 31, 2025



BVPS 
Complete Solutions
Blue Valley Public Safety Inc.

PO Box 363 • 509 James Rollo Dr. • Grain Valley, MO 64029
(816) 847-7502 • 1-800-288-5120 • Fax (816) 847-7513

October 16, 2025

City of Odessa, MO
ATTN: Police Chief Josh Thompson
PO Box 128
Odessa, MO 64076

Dear Chief Thompson,

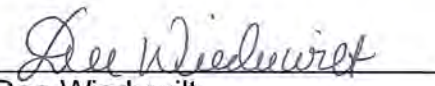
Enclosed is the new contract for the maintenance of the City's outdoor warning siren system. We have appreciated the opportunity in the past to work for you to maintain your warning system and look forward to renewing the contract for this year.

The contract for maintenance on the **Odessa, MO Outdoor Warning Siren System** is for the year, **December 1, 2025 through November 30, 2026**. Some of the prices have increased slightly, but the terms and conditions have remained the same as last year.

Should you have any further questions, please feel free to call my office at (816) 847-7502 or email me at dee@bvpsonline.com.

Thank you for your continued interest in our services.

Sincerely,


Dee Wieduwilt
Office Manager
DAW/ban

Encl.



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Police Chief Josh Thompson
Customer: City of Odessa, MO
Address: PO Box 128
City: Odessa
State: MO
Zip 64076
Phone: 816-633-7575
Cell: 816-716-3279
Email: josh.thompson@cityofodessamo.com

Maintenance Agreement No.:

1022251516

Please reference this
no. on your order

Date: 10/22/25

Maintenance Period

12/01/2025 thru 11/30/2026

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 5 Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	5	MC-2001ACDC	Maintenance Contract for Model 2001/508/Eclipse/Equinox ACDC head	\$24.00	\$120.00	\$1,440.00
2	5	MC-DCFCTD	Maintenance Contract for Two-Way DC Siren Control	\$22.00	\$110.00	\$1,320.00
3	20	MC-BATT	Maintenance Contract per standard battery	\$8.50	\$170.00	\$2,040.00
				Total of Contract Monthly		\$400.00
				Total of Contract Annually		\$4,800.00

Contract Notes:

Siren #4 - 4th Street & 40 Hwy is not under contract due to age and parts availability
Siren #7 - 9th & Main is not under contract due to age and parts availability
Siren #8 - South 1st & Phillips is not under contract due to age and parts availability
Siren #9 - 712 Golf Street is not under contract due to age and parts availability
*Informers, poles, base radios, old style encoders, and PC equipment are not covered under this contract.

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee W

Company: Blue Valley Public Safety Inc.

Address: P.O. Box 363 - 509 James Rollo Dr.

City, State, Zip: Grain Valley, MO 64029

Country: USA

Work Phone: 1-800-288-5120

Fax: 816-847-7513

Approved By: Dee A. Wieduwilt

Title: Office Manager

BY: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com



BVPS

Complete Solutions
Blue Valley Public Safety Inc.

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Email: **josh.thompson@cityofodessamo.com**

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Please reference this
no. on your order

Date Quoted: 10/22/25

I hereby agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____

Signature: _____

Date: _____

Title:

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MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.

2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.

3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.

4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.

5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.

6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.

7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.

8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.

9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to

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MAINTENANCE AGREEMENT

which CUSTOMER is a party or which may be binding upon CUSTOMER.

10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.

11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS



5 Business Days Response Time.

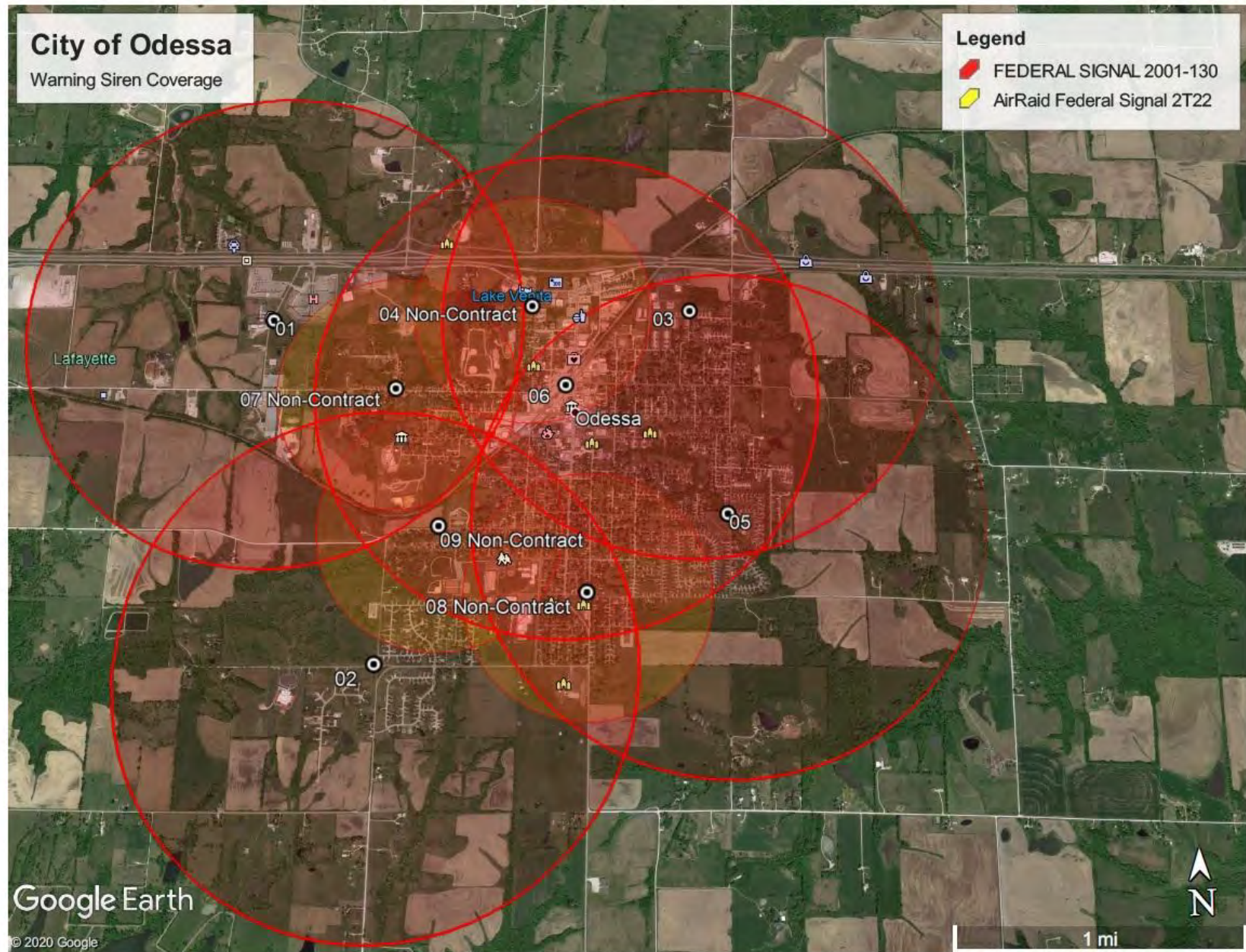
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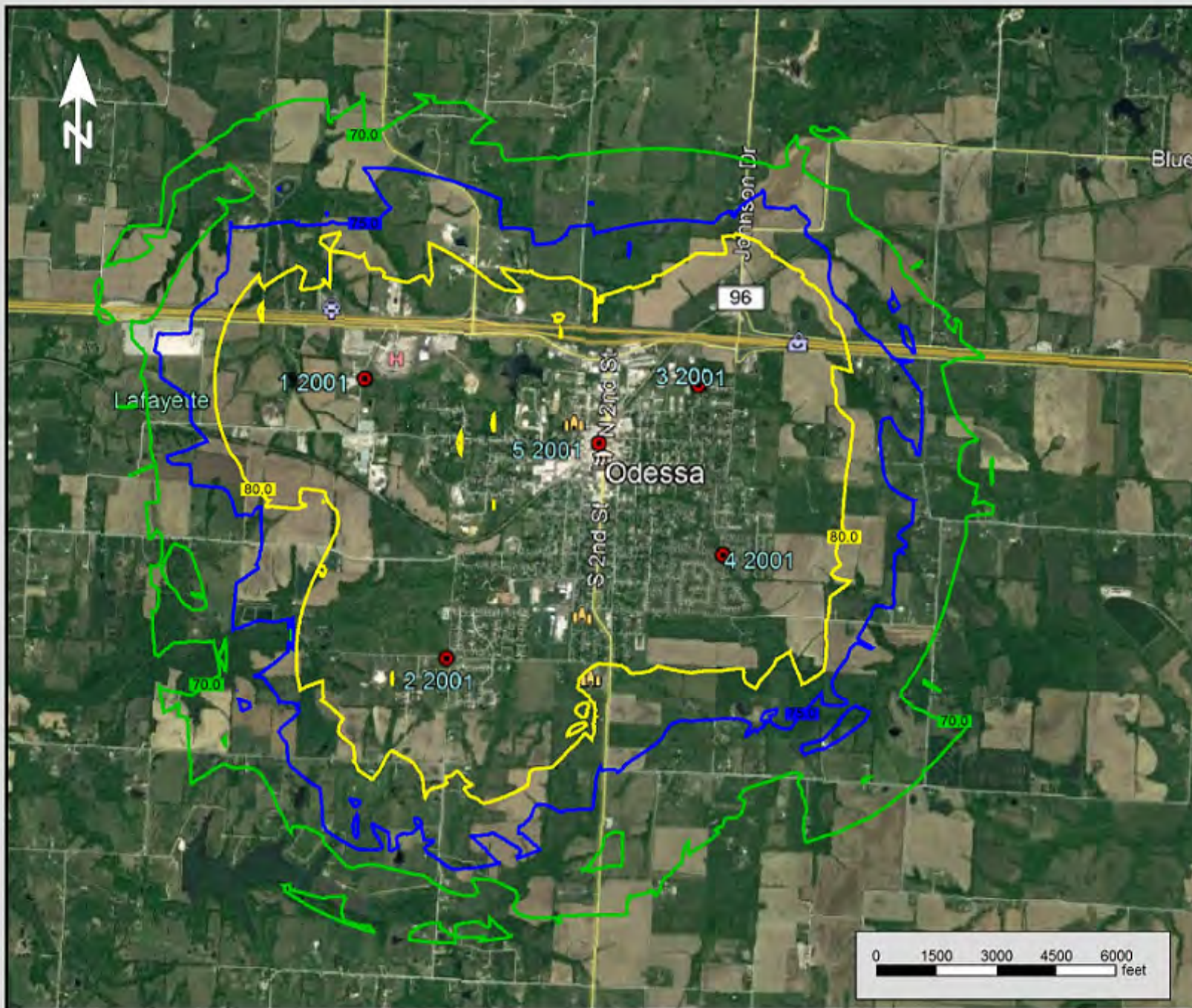
City of Odessa

Warning Siren Coverage

Legend

-  FEDERAL SIGNAL 2001-130
-  AirRaid Federal Signal 2T22





Odessa MO
Acoustic Analysis
ISO9613-2
MAP 001

Lmax
in dB(C)



FEDERAL SIGNAL
MOVES.CLEANS.PROTECTS



RESOLUTION 2025-33

RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE EXECUTION OF A MAINTENANCE AGREEMENT WITH BLUE VALLEY PUBLIC SAFETY, INC. TO SERVICE AND REPAIR FIVE (5) EXISTING STORM SIRENS

WHEREAS, the City of Odessa entered a maintenance contract with BVPS, Inc. last year to service and repair five (5) existing storm sirens within the coverage map, and

WHEREAS, the contracted amount increased by \$210.00, bringing the total for the 2025/2026 maintenance agreement with BVPS, Inc. to \$4,800.00.

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

SECTION 1. That the Mayor is hereby authorized to execute the attached Maintenance Agreement with Blue Valley Public Safety, Inc.

SECTION 2. That the Chief of Police is hereby appointed to serve as the point of contact with Blue Valley Public Safety, Inc. on behalf of the City of Odessa.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk, may be corrected with the enforcement of the City Administrator without the need to come before the Board of Aldermen.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 10th day of November, 2025.

(SEAL)

By: _____
Bryan D. Barner, Mayor

ATTEST:

By:

Karen Findora, City Clerk



Odessa Police Department

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

November 6, 2025

Mayor and Board of Aldermen,

I am writing to provide a consolidated summary of the financial plan for the proposed 3/8-cent Public Safety Sales Tax. Our public outreach has confirmed that community questions revolve fundamentally on size, cost and trust. This plan addresses those concerns with a framework in fiscal responsibility.

To maximize the value of public funds, the City utilizes professional financial advisors – SAMCO Capital (McLiney & Company). While current interest rates are approximately 5%, the City and financial advisors are committed to working for Odessa to secure the very best rates available and to maximize savings for the taxpayers. SAMCO Capital's analysis ensures a repayment plan is structured safely and reliably, matching the projected revenue. Ultimately, our financial advisors' professional guidance will provide accountability and guarantee the best return on the taxpayer's investment in a new police facility.

The proposed 3/8-cent Public Safety Sales Tax is designed to fund a maximum \$4.9 million project. Based on feedback from the financial advisors, this figure is the proposed cap for the entire project, covering everything from hard costs (actual construction) to soft costs (architectural fees, surveying, testing, site development, security equipment, furnishings, and technology). This budget also includes a contingency fund and funds for future building maintenance. The tax is projected to generate approximately \$255,000 annually to safely service and retire this debt over 30 years, including all accrued interest (approximately 5%). It is important to note that the entire maximum does not have to be spent. The final project cost would be based on several factors, including securing favorable borrowing costs, efficient design and pre-construction engineering, strategic procurement and contracting, building material selection, and disciplined project management and execution.

We feel it is helpful to illustrate how the cost of the proposed 3/8-cent sales tax affects the individual consumer. An example of this is a person or family spending \$5,000.00 annually on goods and services where sales tax is applied, would pay \$18.75 toward the public safety sales tax. Another example would be a person buying a \$300.00 push mower from a local business in which the cost of the public safety tax would be \$1.12. In addition, a traveler stopping at a fast food restaurant, buying a \$9.00 value meal would invest 3 pennies in the public safety sales tax.

There has been an evolution in the square footage of a secure police facility. The current \$4.9 million cap is the result of a significant reduction in the original project scope and is based on what the City could potentially borrow. It will be the Board of Aldermen's decision on how to directly commit funds from the public safety sales tax and the amount of debt to repay. To recap previous reported information, the initial 2023 design (based on the published needs assessment report from the Police Facility Design Group) measured 15,665 square feet and would cost approximately \$10.4 million today (\$8.4 million when originally presented). In the first reduction, the project was cut to 11,294 square feet, which would still cost about \$7.8 million today (\$6.6 million when originally presented). These options were presented to the Focus Group and they recommended an even further reduced redesign based on the absolute minimum safe operational requirements, resulting in the current final proposal of an operating footprint of approximate 6,000 square feet.

We have worked hard to prepare a sketch, which should only be considered for illustrative purposes (not necessarily what will be built). This sketch is an attempt to show a layout of the approximate square footage in which the department can safely and efficiently operate the facility, manage employee work and quality, interview victims privately, process arrestees securely, and secure and process evidence without contamination. An illustrative site plan comparison is included showing the previous design's square footage compared to the nearly 53% reduction required by the Focus Group. The cost estimate is based on current price-per-square-foot for government buildings (high estimate) and includes construction, site development, technology, architect and engineering fees, surveying, furnishings, communications, and contingency.

The programming included in the sketch ensures the facility meets crucial safety and operational needs of today. It includes dedicated, discrete office space for administrative staff, case officers, and city leadership to hold private, confidential conversations with victims, citizens, and personnel. Patrol officers would utilize a bullpen-style workspace (shared) to write reports, supported by a dedicated records clerk and codes enforcement work area (shared) with proper document storage. The sketch includes a secure and modern evidence area for storage, processing, and collection. It also incorporates a safe and secure arrestee processing area, including a secure garage. For community service, the facility would have discrete interview rooms designed to keep suspects and victims separated, featuring specialized rooms to accommodate children and special victims. The sketch allocates space for quartermaster storage to maintain police equipment inventory and features a training room that could be easily converted for public education events such as proper pet ownership classes, self-defense training, or a Citizen Police Academy.

Our approach is revenue-driven. Final program designs follow funds. The reason we haven't completed a final, fixed cost yet is because we're deliberately working backwards in the process. Our commitment to fiscal responsibility means we cannot finalize the building design until the dedicated funding source is approved by the voters. The ultimate size and cost will be determined by how much debt can be safely financed (with a cap of a \$4.9 million). The Focus Group's plan is conservative and has already drastically reduced the scope of the project, including an estimated 53% reduction in square footage compared to the first proposal. While the repayment schedule is modeled on a conservative 2% annual growth in sales tax revenue, any

surplus growth could be used to accelerate the debt repayment (reaching the sunset clause faster) or build up a reserve fund. This accumulated reserve ensures the debt is always fully funded and stable, even if annual growth falls below 2%. It is also possible for the Board of Aldermen to decide to delay the start of a project long enough to accumulate a percentage of reserve dollars in advance.

We could not properly discuss financials without addressing a very important tool the 3/8-cent Public Safety Sale Tax will add – a citizen led public oversight committee. To ensure maximum accountability to the taxpayers, the Board will have the additional support from a public safety sales tax oversight committee. Once the tax is approved, this committee will play an important role, along with input from the public, city staff, and external experts. This will guide the Board of Aldermen in making final decisions regarding the building design, project costs, and the repayment strategy utilizing the public safety sales tax revenue. This structure ensures that the final facility plan is not determined by a single entity, but by a transparent, community-vetted process.

This is **NOT** the previous proposal. This plan reflects a direct response to the community's concerns and is fundamentally more conservative.


<u>Concern</u>	<u>Original Proposal (Failed Aug 2024)</u>	<u>New Focus Group Proposal</u>
Tax Rate -	1/2-cent	3/8-cent (Lower)
Scope/Size -	Larger, higher construction cost	Drastically Smaller (53% Reduction)
Duration -	No guaranteed sunset clause	Guaranteed sunset clause (ends when debt is paid)
Oversight -	No formal citizen oversight	Citizen advisory committee to oversee revenue

This approach is about addressing our own community's urgent public safety needs, not competing with other towns. We invite the Board and all citizens to examine the new proposal including all financial reports, City audits, and full video recordings of Focus Group and Aldermen discussions are available on the City website and YouTube channel.

The success of this proposal ensures that the funding is secure, temporary, and under public control.

Please reach out to me with any feedback you might have regarding this plan.

Respectfully,


Josh Thompson

TAKE ACTION

Planning & Development

SUCCESS

Update planning mechanisms including Comprehensive Plan, Unified Development Code and building codes to current and inclusive standards.

Streamline development processes with modernization and digitization.

Develop and implement an economic development plan.

Utilize partnerships with local business organizations to enhance economic development.

Improve relations with developers and existing businesses by regular, open, two-way communication.

Increase training for staff to improve consistency of plan and code interpretation across projects.

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

Reduction in the average time to review and process development applications

Percentage of customers who indicate satisfaction in transaction based surveys

Successful resolution of legal challenges with no adverse rulings

Increase in the number of building permits

