



**BOARD OF ALDERMEN  
REGULAR AGENDA  
Monday, February 9, 2026  
6:00 P.M.  
Community Building  
601 W Main Street  
Odessa, MO 64076**

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

Anyone wishing to address the Mayor and Board during the meeting must fill out a [Speaker's Appearance Form](#) and 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

- January 26, 2026 – Budget Workshop
- January 26, 2026 – Special Meeting
- January 26, 2026 – Regular Session
  
- Police January Rpt.
- Municipal Circuit Court January Rpt.
- Community Development Sept. 2025 – January 2026

MAYOR REPORT

ALDERMEN REPORT

CITY ADMINISTRATOR REPORT

PUBLIC COMMENTS

PROCLAMATION PRESENTATION

“Coach” Rob Waibel ~ Lifetime Achievement

PUBLIC HEARING

Annexation / ANNEX-01-2026 / Unaddressed Property –  
Located Along North Outer Road / Parcel #: 14-7.0-35-0-  
000-008.010

OLD BUSINESS

NEW BUSINESS

Introduction

Staff introduction of Nathan Holmberg, Peace Officer.  
*Josh Thompson, Chief of Police*

Special Event Permit  
*Odessa Chamber of Commerce Rodeo*

Date: Friday, June 19<sup>th</sup> – Saturday, June 20<sup>th</sup>  
Time: 4:00 p.m. – 10:00 p.m.  
Alcohol Distribution during the event: 5:00 p.m. – 9:45 p.m.  
Request: Curfew to be waived June 19 & 20, 2026, for the  
Odessa Chamber of Commerce Rodeo.  
*Submitted by: Kelsey Legate, Odessa Chamber of  
Commerce*

Resolution No 2026-07  
*KAT Downtown Sidewalk Contract*

Proposed Resolution No. 2026-07 authorizing the Mayor to  
execute a construction contract with KAT Excavation, Inc  
for the Downtown Sidewalk Infrastructure Project.  
*Shawna Davis, City Administrator*

Resolution No 2026-08  
*Missouri BLUE SHIELD Program*

Proposed Resolution No. 2026-08 of the City of Odessa,  
Missouri, demonstrating its commitment to public safety  
and authorizing the city to pursue the Missouri Blue Shield  
designation for a second year.  
*Josh Thompson, Chief of Police*

Discussion  
*ECA 101*

Energy Cost Adjustment 101  
*Shawna Davis, City Administrator*

Discussion  
*Storage Pods ~ Zoning*

Storage Pods ~ Zoning  
*Shawna Davis, City Administrator & Josh Thompson,  
Police Chief*

Discussion  
*Performance Measures*

Performance Measures  
*Shawna Davis, City Administrator*

Next Scheduled Meeting

*Monday, February 23, 2026, at 4:30 p.m. Budget  
Workshop*  
*Monday, February 23, 2026, 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 to Closed Session

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:*

- February 10 @ 9:30 a.m. – Municipal Court @ Community Bldg.
- February 16 – City Hall Closed to observe President’s Day
- February 17 – MML Legislative Conference @ Jefferson City
- February 18 @ 7:00 p.m. – Parks Board Meeting @ Community Bldg.
- February 19 @ 6:00 p.m. – Planning Commission @ Community Bldg.
- February 23 @ 4:30 p.m. – Budget Work Session @ Community Bldg.
- February 23 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
- March 9 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
- March 10 @ 9:30 a.m. – Municipal Court @ Community Bldg.
- March 18 @ 7:00 p.m. – Parks Board Meeting @ Community Bldg.
- March 19 @ 6:00 p.m. – Planning Commission @ Community Bldg.
- March 23 @ 4:30 p.m. – Finance Committee @ City Hall
- March 23 @ 6:00 p.m. – Board of Aldermen @ Community Bldg/

*Other Events:*

- February 28 @ 11:00 – 2:00 – Project Grad – Downtown 4-Way
- March 14 @ 7:00 – 1:00 – Snake Saturday 5K – The Iron Vault & Sports Lab Gym
- April 3 @ 3:30 – Dusk – Easter Chalk the Walk – Downtown 4-Way

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

**ELECTED OFFICIALS**

	<b>Mayor Bryan D. Barner</b>	<a href="mailto:bryan.barner@cityofodessamo.com">bryan.barner@cityofodessamo.com</a>	(816) 985-0361
Ward 1	Alderswoman Mickey Starr	<a href="mailto:mickey.starr@cityofodessamo.com">mickey.starr@cityofodessamo.com</a>	(816) 260-8448
Ward 1	Alderswoman Karla Polson	<a href="mailto:karla.polson@cityofodessamo.com">karla.polson@cityofodessamo.com</a>	(816) 739-2224
Ward 2	Alderman Carl Crabtree	<a href="mailto:carl.crabtree@cityofodessamo.com">carl.crabtree@cityofodessamo.com</a>	(816) 590-0630
Ward 2	Alderman Mike Plachte	<a href="mailto:mike.plachte@cityofodessamo.com">mike.plachte@cityofodessamo.com</a>	(816) 263-9997
Ward 3	Alderman Bruce Whitsitt	<a href="mailto:bruce.whitsitt@cityofodessamo.com">bruce.whitsitt@cityofodessamo.com</a>	(816) 565-6610
Ward 3	Alderman Collin Carrigan	<a href="mailto:collin.carrigan@cityofodessamo.com">collin.carrigan@cityofodessamo.com</a>	(801) 829-8482

**AMERICANS WITH DISABILITIES ACT**

The City of Odessa is committed to ensuring compliance with the Americans with 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](mailto:karen.findora@cityofodessamo.com) at least 72 hours in advance of the meeting to communicate their needs.

Posted February 6, 2026  
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](http://www.cityofodessamo.com)

**City of Odessa, Missouri**  
**Board of Aldermen**  
**Odessa Community Building | 601 W. Main Street**  
**Budget Workshop ~ Monday, January 26, 2026 | 4:30 p.m.**  
**Meeting Minutes**

[@OdessaMO](#)

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

Mayor Bryan Barner called the meeting to order at 4:45 p.m., and led in the pledge of allegiance.

**ROLL CALL**

Karen Findora, City Clerk, called the roll and confirmed a quorum.

Mayor Bryan Barner	Present	Alderman Bruce Whitsitt	Present
Alderman Karla Polson	Present	Alderman Mickey Starr	Present
Alderman Mike Plachte	Present	Alderman Carl Crabtree	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
Josh Thompson, Police Chief	
City Attorney – Absent	

**PUBLIC IN ATTENDANCE**

Hannah Sparr, The Odessan	Amy Finch
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**WELCOME OF VISITORS**

Mayor Barner welcomed visitors and those viewing on YouTube.

**Overview / Purpose**

**Fee Schedule Review**

City staff will meet with All State Engineering to discuss what the new proposed fee structure should be.

Credit Card Fees: The fees will be added to the city's fee schedule, with a disclaimer that reads, "All electronic payment convenience fees are charged by the provider and not included in the City of Odessa payment system. It was noted that the convenience fees do not apply to the Park system fees.

Utility Rate Study: Alderman Whitsitt requested that staff provide information on the utility rate study prior to budget approval.

## **Revenue Assumptions**

Water, wastewater, and electric rates are based on the calculations outlined in the ordinance. The rates are listed in the fee schedule. Cathy Thompson, Finance Director, noted one change to the electric rate. It was listed as 0987 and should be 0.987. Staff have seen an increase in meter numbers since last year, which is increasing revenues. The wastewater cira has been reduced from 964 to 945 for next year. Staff is starting to pay some principal on the bonds, which until now the city has only been paying interest on.

For now, until the electric rate study comes in, staff used the standard adjustment for electric. This will be revisited once more information comes in from the rate study.

There is a slight increase in real estate tax. Personal property will go up by a little over 5%, and county use and sales tax will stay flat.

Business/Merchant license saw a 12.5% increase.

Building permits total will increase.

## **Personnel Services**

The city is in the middle of a salary study. Not all numbers from that study are in yet. Last year staff received a 6% salary increase. Currently, Administration is proposing a 5% salary increase for staff. Once the full compensation study is submitted, staff will revisit wages. 6% of the budget is budgeted for health, dental, and vision costs; those numbers may come in lower than that.

Shawna Davis, City Administrator, stated that when it comes to the salary study, she wants to ensure clear communication with city staff so they know they are part of this important process. The process will involve implementation and phasing it over several years. The board stated that they would like to see the preliminary information. Ms. Davis stated that it would have to be at a high level, such as the fund or department level. She stated that she would prefer to try to preserve some confidentiality for each employee's wages.

The QDHP 1600 health ~ HSA contribution will increase by \$50.00 for employee and \$100.00 for family.

Police will add a Police Detective.

The elected body will receive a 5% increase.

## **Fund Balances Analysis & Sidewalk Budget**

Shawna Davis, City Administrator discussed the fund balances and sidewalk budget. Ms. Davis informed the board that the city has a year's worth of reserves in the general fund at a 105%.

### **Fund Balances**

Electric: 98%

Water: 124% (noted: 9<sup>th</sup> Street project hasn't been completed yet)

Parks: 30%  
CIP: 134%  
Transportation: 342% (all reserves will be taken)

GFOA's recommended fund balance is to have at least two months' fund balance or 17%, the city is currently at 12 ½ months.

Upcoming Expenses:

I-70 Bridge Sign  
Sidewalk project  
Street Shed

Sidewalks, using the needed reserves, the general fund would go from 105% to 63%.  
Project total: \$3,940.865

The board thanks Ms. Davis and her staff for their continued hard work and commitment to advancing the sidewalk project.

**Next Regular Scheduled Meeting:**

Monday, February 9, 2026, at 4:30 p.m. Regular Session.

**Adjourn**

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Carrigan, seconded by Alderman Plachte, to adjourn the meeting at 5:57 p.m. **Motion carried 6- Aye, 0-No.**

Approved:

CITY OF ODESSA

ATTEST

\_\_\_\_\_  
Bryan D. Barner, Mayor

\_\_\_\_\_  
Karen Findora, City Clerk

**City of Odessa, Missouri**  
**Board of Aldermen**  
**Odessa Community Building | 601 W. Main Street**  
**Special Meeting ~ Monday, January 26, 2026 | 4:30 p.m.**  
**Meeting Minutes**

[@OdessaMO](#)

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

Mayor Bryan Barner called the meeting to order at 4:39 p.m., and led in the pledge of allegiance.

**ROLL CALL**

Karen Findora, City Clerk, called the roll and confirmed a quorum.

Mayor Bryan Barner	Present	Alderman Bruce Whitsitt	Present
Alderdwoman Karla Polson	Present	Alderdwoman Mickey Starr	Present
Alderman Mike Plachte	Present	Aldermember	Vacant
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
Josh Thompson, Police Chief	
City Attorney – Absent	

**PUBLIC IN ATTENDANCE**

Hannah Sparr, The Odessan	Amy Finch
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**WELCOME OF VISITORS**

Mayor Barner welcomed visitors and those viewing on YouTube.

**NEW BUSINESS**

**Resolution No. 2026-03 ~ Declare Vacancy on Board of Aldermen**

Mayor Barner read the proposed Resolution No. 2026-03 declaring the Board of Aldermen seat previously held by Alderdwoman Donna Ehlert, Ward II, vacant, effective November 5, 2025.

Motion was made by Alderman Whitsitt, moved to approve Resolution No. 2026-03 seconded by Alderdwoman Starr.

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

**Resolution No. 2026-04 ~ Appointment to Board of Aldermen ~ Ward II**

Mayor Barner read the proposed Resolution No. 2026-04 appointing Carl Crabtree to the Board of Aldermen Ward II to fill the unexpired term, effective April 7, 2026, subject to oath of office.

Motion was made by Alderman Plachte, moved to approve Resolution No. 2026-04 seconded by Alderwoman Starr.

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

**Oath of Office ~ Alderman Carl Crabtree**

The oath of office was administered by Karen Findora, City Clerk, to Alderman Carl Crabtree to fill the unexpired term for Ward II, ending April 7, 2026.

**Adjourn**

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Plachte, seconded by Alderman Whitsitt, to adjourn the meeting at 4:43 p.m. **Motion carried 6- Aye, 0-No.**

Approved:

CITY OF ODESSA

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Bryan D. Barner, Mayor

ATTEST

\_\_\_\_\_  
Karen Findora, City Clerk

**City of Odessa, Missouri**  
**Board of Aldermen**  
**Odessa Community Building | 601 W. Main Street**  
**Regular Meeting ~ Monday, January 26, 2026 | 6:00 p.m.**  
**Meeting Minutes**

[@OdessaMO](#)

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

Karen Findora, City Clerk, called the roll and confirmed a quorum.

Mayor Bryan Barner	Present	Alderman Bruce Whitsitt	Present
Alderman Karla Polson	Present	Alderman Mickey Starr	Present
Alderman Mike Plachte	Present	Alderman Carl Crabtree	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
Josh Thompson, Police Chief	
Jeff Deane, Lauber Municipal Law	

**PUBLIC IN ATTENDANCE**

Hannah Sparr, The Odessan	Amy Finch
Aaron Whited	Josiah Herman
Tom Asher	Jason Weatherman

**WELCOME OF VISITORS**

Mayor Barner welcomed visitors and those viewing on YouTube.

**APPROVAL OF CONSENT AGENDA**

Approval of minutes and consent agenda.

- January 12, 2026 – Regular Session

Alderman Whitsitt gave a brief update on the recent Finance Committee meeting. He reported that sales tax has increased by 1.45%, marking the fourth consecutive month of increases. The Finance Committee also discussed the fee schedule.

Alderman Whitsitt, moved to approve the consent agenda and the January 12, 2026, meeting minutes as submitted, seconded by Alderman Plachte.

**Motion carried 6-Aye, 0-No.**

## **MAYOR REPORT**

Mayor Barner thanked city staff for keeping people safe and keeping the roads cleared of snow during the recent storm.

Mayor Barner also thanked the city's newest employee, Leslie Shier, for all the community engagement notices that have been uploaded to the city's Facebook page.

Mayor Barner thanked Alderman Carl Crabtree, who was recommended by Alderman Whitsitt for sitting on the board until the next municipal election.

## **ALDERMEN REPORTS**

- Alderman Plachte provided an update on the recent Planning Commission meeting. He stated that the 510 E Orchard Replat was recommended for approval, and the 8th & Mason Street Rezoning was recommended for denial.
- Alderman Carrigan thanked city staff.
- Alderwoman Polson stated that she received a few calls regarding tree trimming. She asked that staff communicate more about the process.
- Alderman Crabtree – No Rpt.
- Alderwoman Starr – No Rpt.
- Alderman Whitsitt thanked city staff.

## **CITY ADMINISTRATOR REPORT – NO DIRECTORS MEETING WAS HELD**

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

## **PUBLIC COMMENTS**

None

## **PUBLIC HEARING ~ Rezoning / RZ-1-2026 / 8<sup>th</sup> Street & Mason / “R-1 (Single Family) to “R-2” (Two-Family) Dwelling District**

Open: 6:37 p.m.

Close: 6:28 p.m.

Witnesses In Favor – None

Witnesses Opposed – None

## **OLD BUSINESS**

None

## **NEW BUSINESS**

### **Staff Introductions ~ Josiah Herman, Aaron Whited, Leslie Shier**

Troy Woutzke, Electric Superintendent, introduced Josiah Herman and Aaron Whited. Josiah Herman just completed his certification and is now classified as a Lineman Apprentice. Aaron Whited is a Journeyman Lineman who was a prior employee who has decided to return to the city. Shawna Davis, City Administrator, introduced Leslie Shier,

Public Information Coordinator, who is working on the city's website and other efforts to inform the public about city happenings. Welcome, Josiah, Aaron, and Leslie, to our TEAM!

**Bill No. 2026-03 Introduction and 1<sup>st</sup> Reading ~ Rezoning / RZ-1-2026 / 8<sup>th</sup> & Mason Street**

Mayor Barner read the proposed Ordinance, Bill No. 2026-03, approving the Rezoning of certain property from “R-1” (Single Family) to “R-2” (Two-Family) Dwelling District, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-03 upon its first reading and proceed to the second reading. Motion seconded by Alderwoman Starr, and carried with the following vote.

**Motion carried 6-Aye, 0-No.**

**Bill No. 2026-03 Introduction and 2<sup>nd</sup> Reading ~ Rezoning / RZ-1-2026 / 8<sup>th</sup> & Mason Street**

Mayor Barner read the proposed Ordinance, Bill No. 2026-03, approving the Rezoning of certain property from “R-1” (Single Family) to “R-2” (Two-Family) Dwelling District, second reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-03 upon its second reading and approve the bill as an ordinance. Motion seconded by Alderwoman Starr, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	no	Alderman Carrigan	no
Alderman Whitsitt	no	Alderwoman Polson	no
Alderwoman Starr	no	Alderman Crabtree	no

**Motion DENIED 0-Aye, 6-No.**

**Bill No. 2026-04 Introduction and 1<sup>st</sup> ~ Replat of Asher Meadows Lots 3 & 4**

Mayor Barner read the proposed Ordinance, Bill No. 2026-04, approving the replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh’s Subdivision located within the City of Odessa, Lafayette County, Missouri, first reading.

Motion was made by Alderman Whitsitt to adopt Bill No. 2026-04 upon its first reading and proceed to the second reading. Motion seconded by Alderman Plachte, and carried with the following vote.

**Motion carried 6-Aye, 0-No.**

**Bill No. 2026-04 Introduction and 2<sup>nd</sup> Reading ~ Replat of Asher Meadows Lots 3 & 4**

Mayor Barner read the proposed Ordinance, Bill No. 2026-04, approving the replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision located within the City of Odessa, Lafayette County, Missouri, second reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-04 upon its second reading and approve the bill as an ordinance. Motion seconded by Alderman Carrigan, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderman Carrigan	yes
Alderman Whitsitt	yes	Alderwoman Polson	yes
Alderwoman Starr	yes	Alderman Crabtree	yes

**Motion carried 6-Aye, 0-No.**

Bill No. 2026-04 became **Ordinance No. 3168**

**Resolution No. 2026-05 ~ Mo Department of Social Services (LIHEAP)**

Mayor Barner read the proposed Resolution No. 2026-05 authorizing the Mayor to execute the low-income home energy assistance program (LIHEAP) supplier agreement with City of Odessa Power and Light and the Missouri Department of Social Services, Family Support Division.

Motion was made by Alderman Carrigan, moved to approve Resolution No. 2026-05 seconded by Alderwoman Plachte.

**Motion carried 6-Aye, 0-No.**

**Resolution No. 2026-06 ~ City of Higginsville ~ Quick Response Team**

Mayor Barner read the proposed Resolution No. 2026-06 authorizing the Mayor and the Chief of Police to execute a memorandum of understanding (MOU) with the City of Higginsville, Missouri, for the establishment of a multijurisdictional Law Enforcement Quick Response Team.

Motion was made by Alderman Whitsitt, moved to approve Resolution No. 2026-06 seconded by Alderwoman Starr.

**Motion carried 6-Aye, 0-No.**

**Discussion ~ Strategic Plan – Water Supply Infrastructure**

Shawna Davis, City Administrator, presented the Water Supply Infrastructure strategic plan. Alderwoman Starr asked why these issues have not been addressed in the past five or six years. Ms. Davis stated that major decisions are needed to determine the city's direction. Ms. Davis also stated that engineering work needs to be completed. Currently, this is in the CIP.

**Aldermen ~ Request for New Items**

Motion was made by Alderman Whitsitt, to discuss the ECA meter rates and how they are calculated, seconded by Alderman Carrigan. Cathy Thompson, Finance Director, stated that staff is in the middle of a rate study; once that happens, she can be better prepared to discuss. Alderman Carrigan requested a discussion on ECA 101 to explain what ECA actually is.

**Motion carried 6-Aye, 0-No.**

**Next Regular Scheduled Meeting:**

Monday, February 9, 2026, at 4:30 p.m. Budget Workshop

Monday, February 9, 2026, at 6:00 p.m. Regular Session

**Adjourn to Closed Session**

Alderman Plachte made a motion to adjourn to closed session at 7:17 p.m. Pursuant to RSMO 610.021 (3) Personnel, seconded by Alderman Carrigan.

**Motion carried 6-Aye, 0-No.**

**Adjourn**

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Carrigan, seconded by Alderman Crabtree, to adjourn the meeting at 9:11 p.m. **Motion carried 6- Aye, 0-No.**

Approved:

CITY OF ODESSA

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\_\_\_\_\_  
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](mailto:odessapd@cityofodessamo.com)

February 4, 2026

Shawna,

Officers worked over **826 incidents** in January.

Codes Enforcement is currently working **42 active** enforcement cases. Codes Enforcement has **closed 12** cases for the year 2026 and taken **22 new** enforcement cases for January 2026. **Lieutenant Phillip Salmon and Codes Enforcement Officer Galene Seitz are working on the implementation of a structured tree maintenance program.** A proper tree maintenance program will help transition property maintenance from a reactive emergency to a proactive strategy that prioritizes safety and responsibility. By scheduling regular tree inspections and structural pruning, residents can identify potential hazards like decay or weak limbs before they cause costly damage to structures or pose a risk to other homes, property and neighbors. Furthermore, this consistent care promotes the biological health and longevity of the canopy, ensuring that trees remain a valuable asset rather than a liability.

On January 9, 2026, the United States celebrated **National Law Enforcement Appreciation Day 2026**. Every year the public recognizes and shows support for law enforcement officers. This year we saw community members wear blue, share positive stories on social media, and just simply tell a police officer "thank you." We appreciate the kind words and show of support!

We've officially **launched our D.A.R.E. education program** at the Odessa Upper Elementary school. The D.A.R.E. program empowers students with essential decision-making skills to resist peer pressure and lead healthy, drug-free lives through a partnership with local law enforcement. **Officer Andrew Lockhart** is approaching his work with a focus on building personal connections by learning every student's name. His first year is characterized by a kind, high-energy approach that has earned him respect from both the faculty and the students.

On January 15, 2026, I had a "meet and greet" with the newly appointed **Head Juvenile Officer Angela Dodson**. Mrs. Dodson was appointed several months ago. She supervises three other juvenile officers who help law enforcement investigate allegations of child abuse and delinquent behavior to determine the best legal course of action for a minor. They act as a "quasi-prosecutor" by filing court petitions and making formal recommendations to the judge regarding a child's custody or rehabilitation. Additionally, they monitor the youth's progress through supervision and treatment plans to ensure community safety and the child's well-being. I look forward to a productive working relationship.

On January 17, 2026, the Odessa Police Department hosted a public engagement event "Coffee with the Chief" for the **Public Safety Sales Tax** at the Odessa Trails Regional Library. I was happy to discuss and provide insight to current police operations. The public engagement goals are 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.

On January 22, 2026, **Codes Enforcement Officer Galene Seitz organized a “Neighbor helping Neighbor”** community cleanup at 610 E Orchard. Officer Seitz has been working with the property owner on a number of property maintenance violations and to help clean up areas of concern she organized City leaders, City employees and residents on a clean-up day. I want to thank Darrin Lamb, Gene Early and all of the street department employees for their help. Everyone did a great job!

We have hired **Nathan Holmberg as the newest Odessa Police Officer**. Officer Holmberg is an Army veteran and has four years of experience in local law enforcement. I will be introducing Officer Holmberg at the next Board of Aldermen meeting.

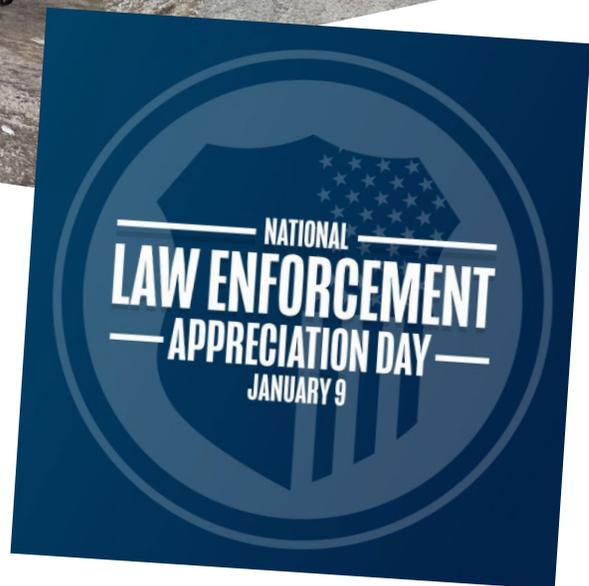
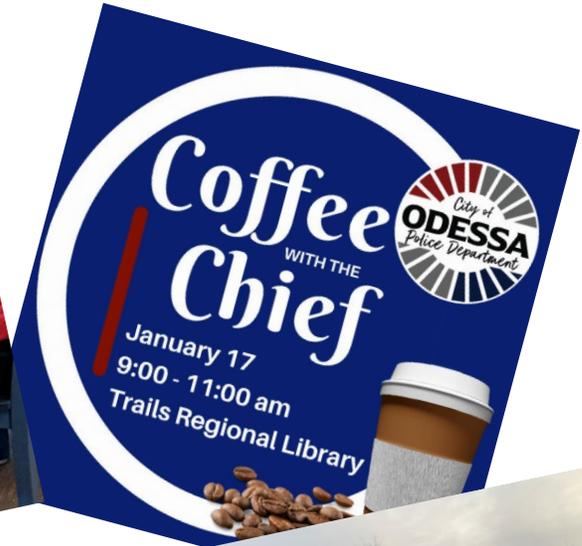
I'm excited to report that the City has been **fully reimbursed the Blue Shield grant monies**. I want to thank everyone for helping us achieve the Blue Shield Community status. The new police vehicle has been deployed and is in full service! This replacement will lower the capital improvement requests for the upcoming budget year.

In August 2021, the Missouri State Legislature enacted § 590.192 RSMo – **Critical Stress Management Program**, intended to provide mandated mental health wellness check-in procedures for law enforcement and public safety officials. I have created a police employee mental wellness program, which encompasses peer support, training, mental wellness assessments (check-ins), and therapy services. **Officer Alexis Parrott is working to build a county PEER/GRIN first responder support unit**. She is working with other Lafayette County first responder agencies, behavior health professionals and other established PEER/GRIN units to help build a knowledgeable and professional countywide peer support unit.

Finance Director Cathy Thompson, Captain Liese, and I have met regarding this **next fiscal year budget**. I was excited to share my ideas about the police budget moving forward. The discussions have been very constructive, and I look forward to additional meetings and the opportunity to present the proposed budget to the Board of Aldermen.

Respectfully,

Josh Thompson  
Chief of Police & Emergency Management Director



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

**The Municipal Division of the Circuit Court of Lafayette County for the City of Odessa was held in regular session on January 13, 2026, at 9:30 am. Court is held in the Community Building Courtroom at 601 W Main St, Odessa.**

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

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

**The next scheduled court date is February 10, 2026 at the Odessa Community Building.**

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: City of Odessa	Reporting Period: Jan 1, 2026 - Jan 31, 2026	
Mailing Address: 601 W MAIN STREET, ODESSA, MO 64076				
Physical Address: 601 W MAIN STREET, ODESSA, MO 64076			County: Lafayette County	Circuit: 15
Telephone Number:		Fax Number:		
Prepared by: Jennifer LeBlanc		E-mail Address:		
Municipal Judge: SCARBOROUGH				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		25	364	110
B. Cases (citations/informations) filed		0	0	0
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		1	22	9
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	8	1
6. dismissed by court		0	1	1
7. <i>nolle prosequi</i>		0	1	5
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		1	32	16
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		24	332	94
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>				
1. # Issued during reporting period		20	<b><u>IV. PARKING TICKETS</u></b>	
2. # Served/withdrawn during reporting period		7	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		355		

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b><u>COURT INFORMATION</u></b>	Municipality: City of Odessa	Reporting Period: Jan 1, 2026 - Jan 31, 2026
---------------------------------	------------------------------	----------------------------------------------

<b><u>V. DISBURSEMENTS</u></b>	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.
Fines - Excess Revenue	\$0.00
Clerk Fee - Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
<b>Total Excess Revenue</b>	<b>\$0.00</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines - Other	\$0.00
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$0.00
<b>Total Other Revenue</b>	<b>\$0.00</b>
No Data Available	
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
\$0.00	
<b>Bond Refunds</b>	
\$0.00	
<b>Total Disbursements</b>	
\$0.00	



**Building and Community Development  
Compliance Update  
September & October 2025**

**Planning & Zoning Meeting**

September 18, 2025 Meeting

- A. **REZONING** / RZ091825-01 / PARCEL # 23-1.0-02-1-000-026.010 / 1.5 +/- ACRES/ R-1 (SINGLE FAMILY) TO R-3 (MULTI-FAMILY)

Motion carried to DENY the rezoning recommendation 5-0.

- B. **AMEND CHAPTER 50, ARTICLE II, DIVISION 19, ASSESSORY USES AND STRUCTURES OF THE CITY OF ORDINANCES TO PROHIBIT THE INSTALLATION OF NEW OUTDOOR WOOD BOILERS**

Motion was made to TABLE for further discussion.

October 16, 2025 Meeting – Cancelled

The next Planning & Zoning meeting, November 20, 2025

**Board of Adjustment Meeting**

September 2, 2025 Meeting

**VARIANCE** / VAR-09-02-2504 / AR16 PROPERTIES LLC / ROBERT HOTMER-The applicant proposed a variance to allow 95 parking spaces for the commercial building. The ordinance would require 153 parking spaces for the 23,000 sq. ft. building.

Motion carried to APPROVE the variance request 5-0.

October 27, 2025 Meeting

**VARIANCE** / VAR-10-27-2505/ 6003 REICH RD / KAT EXCAVATION ON BEHALF OF WILLOW CONTRACTING- The applicant proposed a variance to allow gravel with 8” rock over fabric to the north, west and south areas of the

building due to heavy traffic and steel track equipment twisting and turning in those areas.

Motion carried to APPROVE the variance request 3-0.

**Active Projects**

The Hill Subdivision, Pine Creek Townhomes, Johnson Drive Subdivision

**New Construction**

6003 Reich Rd (Commercial); Approved 9/23/25

<b><u>Other Permits Issued Sept 2025</u></b>		<b><u>Other Permits Issued Oct 2025</u></b>	
Accessory Structures	1	Accessory Structures	2
Decks	1	Decks	1
Demolition	0	Demolition	0
Driveway/Parking	0	Driveway/Parking	0
Electric	3	Electric	1
Fences	1	Fences	3
Foundation repair	0	Foundation repair	0
Generators	1	Generators	1
Plumbing	4	Plumbing	1
Remodels	2	Remodels	2
Signs	0	Signs	0
<u>Solar panels</u>	<u>2</u>	<u>Solar panels</u>	<u>0</u>
<b>Total</b>	<b>15</b>	<b>Total</b>	<b>11</b>



**Building and Community Development  
Compliance Update  
November and December 2025**

**Planning & Zoning Meeting**

November 20, 2025 Meeting

**LOT SPLIT / LS25102801 / CITIZEN'S SUBDIVISION / LOT 12A / LOT 12B/ 301 E MAIN STREET**

Motion carried to APPROVE the lot split request; 5 Ayes; 0 Noes.

December 18, 2025 Meeting – Cancelled

The next Planning & Zoning meeting, January 15, 2026.

**Board of Adjustment Meeting**

December 26, 2025 Meeting

**VARIANCE / VAR-12-26-2506 / 400 US HIGHWAY 40 / ROBERT HOTMER-**  
The applicant proposed a variance to allow the total square footage of his wall signs to be 179.8 +/- square feet. The code states that the sign face area of wall signs shall not exceed 100 square feet.

Motion carried to APPROVE the variance request; 3 Ayes; 0 Noes.

**Active Projects**

The Hill Subdivision, Pine Creek Townhomes, Johnson Drive Subdivision

**New Construction**

700 W. Marlow St (Single Family), Approved 11/25/25  
702 W. Marlow St (Single Family), Approved 11/25/25  
704 W. Marlow St (Single Family), Approved 11/25/25  
706 W. Marlow St (Single Family), Approved 11/25/25  
209 W. Otway St (Two Family), Approved 12/30/25

325 S. 1<sup>st</sup> St (Single Family), Approved 12/30/25

**Other Permits Issued Nov 2025**

Accessory Structures	0
Decks	0
Demolition	1
Driveway/Parking	2
Electric	0
Fences	2
Foundation repair	0
Generators	0
Plumbing	3
Remodels	3
Signs	0
Solar panels	1
<b>Total</b>	<b>12</b>

**Other Permits Issued Dec 2025**

Accessory Structures	2
Decks	1
Demolition	3
Driveway/Parking	0
Electric	2
Fences	0
Foundation repair	1
Generators	0
Plumbing	4
Remodels	0
Signs	3
Solar panels	0
<b>Total</b>	<b>16</b>



**Building and Community Development  
Compliance Update  
January 2026**

**Planning & Zoning Meeting**

January 15, 2026 meeting

- A. **REZONING**/ RZ-01-2026 / PARCEL #23-1.0-02-1-000-026.010/1.48 +/- ACRES / 8<sup>th</sup> STREET & MASON/ R-1 (SINGLE FAMILY) to R-2 TWO-FAMILY

Motion carried to DENY rezoning recommendation 4-Aye, 0 Noes

- B. **REPLAT**/RP-01-2026 / PARCEL # 22-3.0-06-0-000-032.000 / Lot 1 / Lot 2 / ASHER MEADOWS / 510 E ORCHARD ST

Motion carried to RECOMMEND replat recommendation 4-Aye, 1 Noes.

- C. Continued zoning workshop discussion.

The next Planning & Zoning meeting, February 19, 2025

**Board of Adjustment Meeting**

None

**Active Projects**

Taco Bell, Nerds Expansion

**New Construction**

309 S. 5<sup>th</sup> St (Single Family), Approved 1/16/26

501 Spring Drive (Commercial), Approved 1/26/26

114 S. Johnson Drive (Single Family), Approved 1/29/26

**Other Permits Issued – January 2026**

Accessory Structures	1
Decks	1
Demolition	0
Driveway/Parking	0
Electric	3
Fences	1
Foundation repair	0
Generators	1
Plumbing	4
Remodels	2
Signs	0
<u>Solar panels</u>	<u>2</u>
<b>Total</b>	<b>15</b>

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

# Proclamation

*WHEREAS, the City of Odessa, Missouri, recognizes the importance of honoring individuals whose lifelong dedication, service, and leadership have made a lasting and meaningful impact on the community; and*

*WHEREAS, Rob Waibel has devoted many years of exceptional service to the students & residents of Odessa, demonstrating unwavering commitment, integrity, and genuine passion to improving the quality of life for others; and*

*WHEREAS, through his professional accomplishments, civic involvement, volunteerism, and personal example, Rob Waibel has positively influenced the growth, prosperity, and spirit of the City of Odessa, and*

*WHEREAS, the contributions of Rob Waibel extend beyond any single role or title, leaving a legacy of service, leadership, and community pride that will continue to inspire future generations; and*

*WHEREAS, it is fitting and proper that the City of Odessa formally acknowledge and express its deepest appreciation for the lifetime achievements and enduring contributions of Rob Waibel:*

***NOW, THEREFORE BE IT PROCLAIMED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, that Rob Waibel is hereby honored with a Lifetime Achievement Award in recognition of his outstanding service and lasting impact on the community of Odessa; and***

***BE IT FURTHER PROCLAIMED, that as a symbol of the City's gratitude, respect, and esteem, Rob Waibel is hereby presented with the Key to the City of Odessa, Missouri, signifying the appreciation of the citizens and the permanent place they hold in the history and heart of the community.***

***IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Odessa, Missouri, to be affixed this 9<sup>th</sup> day of February the year of our Lord two thousand and twenty-six.***

Signed \_\_\_\_\_  
Mayor Bryan D. Barner

ATTEST:

-----  
Karen Findora, City Clerk

## **PUBLIC NOTICE**

**ANNEXATION | ANNEX-01-2026**  
**Unaddressed Property – Located Along Outer Rd**  
**Parcel #: 14-7.0-35-0-000-008.010**

Notice is hereby given that a public hearing will be held by the Board of Aldermen of the City of Odessa on Monday, February 9, 2026, at 6:00 p.m. in the Dyer Park Community Bldg., located at 601 W Main Street, Odessa, Mo.

The purpose of this public hearing is to hear from interested parties and citizens on a request by the property owners, Owl Creek, LLC, Joe Wimberly, and Adam Couch, to annex an unaddressed parcel of land currently located in the county and adjacent to the City of Odessa limits. The property is generally located along Outer Road, as further described by the legal descriptions below. The property is currently vacant. Interested parties can review the application materials on file by submitting a request via email to [karen.findora@cityofodessamo.com](mailto:karen.findora@cityofodessamo.com) or visiting City Hall at 228 S 2nd Street, Odessa, MO. Comments in support of, in opposition to, or general inquiries regarding this proposed annexation may be submitted to [karen.findora@cityofodessamo.com](mailto:karen.findora@cityofodessamo.com) or may be submitted during the public hearing.

For more information, the site is legally described as follows:

### Legal Description:

THAT PART OF THE NW1/4 OF SECTION 35, TOWNSHIP 49 NORTH OF THE BASE LINE, RANGE 28 WEST OF THE FIFTH PRINCIPAL MERIDIAN, LAFAYETTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 35; THENCE S88°48'20"E ALONG THE NORTH LINE OF SAID SECTION 35, 1306.88' TO THE CENTERLINE OF A CREEK; THENCE ALONG SAID CENTERLINE WITH THE MEANDERINGS THEREOF, THE FOLLOWING TWENTY-TWO (22) COURSES: S05°26'18"E, 39.41'; S03°22'45"W, 67.97'; S25°13'36"E, 107.92'; S39°40'23"E, 81.63'; S51°16'43"E, 85.93'; S36°04'51"E, 137.37'; S13°55'45"E, 67.85'; S45°43'45"E, 160.19'; S85°47'14"E, 55.93'; N71°37'24"E, 65.67'; S02°11'04"W, 68.06'; N56°43'17"E, 118.74'; S43°06'55"E, 135.76'; S21°52'13"E, 78.78'; S39°28'52"E, 87.62'; S03°19'14"W, 60.17'; S79°22'36"W, 63.72'; S06°42'18"W, 59.58'; S39°59'02"E, 62.19'; S00°23'11"E, 139.02'; S26°44'07"E, 66.04"; S12°33'00"E, 136.18" TO THE NORTH LINE OF THE SE1/4 OF THE NW1/4 OF SAID SECTION 35; THENCE N88°17'53"W, 854.18' TO THE NORTHWEST CORNER OF SAID SE1/4 NW1/4; THENCE S02°58'43"W ALONG THE WEST LINE OF SAID SE1/4 NW1/4, 938.28' TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 70; THENCE N88°33'00"W ALONG SAID RIGHT-OF-WAY LINE, 54.73'; THENCE S64°53'12"W ALONG SAID RIGHT-OF-WAY LINE, 111.80'; THENCE N86°29'35"W ALONG SAID RIGHT-OF-WAY LINE, 100.00'; THENCE N02°58'43"E, 195.17' TO THE CENTERLINE OF A CREEK; THENCE ALONG SAID CENTERLINE WITH THE MEANDERINGS THEREOF, THE FOLLOWING EIGHT (8) COURSES: N66°20'23"W, 136.23'; N27°01'18"W, 113.98'; N13°20'06"W, 46.96'; N61°59'00"W, 22.05'; N32°47'37"W, 37.49'; N58°05'14"W, 41.62'; N83°37'35"W, 40.02'; N30°40'17"W, 60.56'; THENCE DEPARTING SAID CENTERLINE N22°24'17"E, 30.99'; THENCE N03°52'05"W, 384.58'; THENCE N56°06'39"W, 786.83' TO THE WEST LINE OF SAID SECTION 35; THENCE N02°43'17"E, 957.28' TO THE POINT OF BEGINNING. CONTAINING 63.34 ACRES AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY OF RECORD, IF ANY.

CITY OF ODESSA  
Board of Aldermen

PUBLISH: Thursday, January 22, 2026

E-MAIL TO THE ODESSAN: [odessannews@gmail.com](mailto:odessannews@gmail.com)

1/20/2026

- Completed Petition for Voluntary Annexation (signed and notarized)
- Verification Form(s) for all property owners (notarized)
- Full legal description of property (attach as Exhibit A)
- Map showing property boundaries and adjacent owners
- Proof of paid property taxes (most recent tax statement)

**Annexation Questionnaire (Optional – For City Staff Review)**

Property Owner Name(s): Owl Creek RV, LLC.

Mailing Address: 110 W. Mason St., Odessa, MO 64076

Property Address (if different): 7089 Outer Rd. Odessa, MO 64076

Telephone: 816-661-4837

Email: mscinvestmentsllc@gmail.com

Person (s) Living on the Property if Other Than Owner:

N/A  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Current Zoning (if applicable): Regional Business (County)

Desired Zoning (if applicable): R1-R3

Water Source (well, district, other): PWSD #1

Wastewater System (septic, lagoon, district, other): None Currently.

Number of Structures on Property: 0

Type of Structures: N/A

Reason for Annexation Request:

Residential land development within the city limits of Odessa.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PETITION FOR VOLUNTARY ANNEXATION OF PROPERTY  
TO THE CITY OF ODESSA, MISSOURI**

We, Joe Wimberly, & Adam Cack, the undersigned, (hereinafter referred to as "Petitioners") submit this petition for annexation of real property to the Board of Aldermen of the City of Odessa in accordance with Section 71.012 of the Revised Statutes of Missouri, as amended, and state and allege as follows:

1. That the Petitioners are the owner of all fee interests of record of real estate in Lafayette County, Missouri, described as follows:

ATTACHED AS EXHIBIT A

2. That the said real estate is not now a part of any incorporated municipality.

3. That the said real estate is contiguous and compact to the existing corporate limits of the City of Odessa, Missouri.

4. That the Petitioners request that the said real estate be annexed and included within the corporate limits of the City of Odessa, Missouri, as authorized by the provisions of Section 71.012 of the Revised Statutes of Missouri, as amended.

5. That the Petitioners request the Board of Aldermen of the City of Odessa, Missouri, to cause the required notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Odessa to include the above-described real estate.

Dated this 6 day of November, 2025.

  
Name/Signature

  
Name/Signature

VERIFICATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF LAFAYETTE )

COMES NOW Adam Couch, being of lawful age and after being duly sworn upon his oath, deposes and states that he is the Petitioner who signed the foregoing Petition for Voluntary Annexation of Property to the City of Odessa, Missouri, that he has read said foregoing Petition, and that the facts and matters stated in said foregoing Petition are true and correct according to his best knowledge, information, and belief.

Date: November 13 2025.

[Signature]  
Name/Signature

SUBSCRIBED and SWORN to before me the undersigned, a Notary Public of Lafayette County, Missouri where I am commissioned, this 13 day of November 2025 by the above named Adam Couch, known to me to be the person who executed the above petition and verification.

[Signature]  
Notary Public  
State of Missouri, Commissioned  
In Lafayette County

(SEAL)

My commission expires: 10/4/26

CASSIE M FISHER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Lafayette County  
My Commission Expires: 10/4/2026  
Commission #14947480

VERIFICATION

STATE OF MISSOURI )  
 ) ss  
COUNTY OF LAFAYETTE )

COMES NOW Owl Creek LLC, by Joe Wimberly, being of lawful age and after being duly sworn upon his oath, deposes and states that he is the Petitioner who signed the foregoing Petition for Voluntary Annexation of Property to the City of Odessa, Missouri, that he has read said foregoing Petition, and that the facts and matters stated in said foregoing Petition are true and correct according to his best knowledge, information, and belief.

Date: Nov 6th 2025

[Signature]  
Name/Signature

SUBSCRIBED and SWORN to before me the undersigned, a Notary Public of Lafayette County, Missouri where I am commissioned, this \_\_\_ day of \_\_\_, 20\_\_\_ by the above named \_\_\_\_\_, known to me to be the person who executed the above petition and verification.

(SEAL)

\_\_\_\_\_  
Notary Public  
State of Missouri, Commissioned  
In Lafayette County

My commission expires: \_\_\_\_\_

See Attached

**FLORIDA JURAT**  
FS 117.05(13)

State of Florida

County of Brevard }

Sworn to (or affirmed) and subscribed before me by means of

Physical Presence,

— OR —

Online Notarization,

this 6th day of Nov, 2025, by  
Day Month Year

Joseph H. Wimberly  
Name of Person Swearing or Affirming

K

Signature of Notary Public — State of Florida

Kristina L. Osborn

Name of Notary Typed, Printed or Stamped

Personally Known

Produced Identification

Type of Identification Produced: Driver's License



Place Notary Seal Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_



# LAFAYETTE COUNTY TAX RECEIPT 2024 REAL ESTATE

**Lori Fiegenbaum, Collector**

P.O. Box 365

Lexington, MO 64067

Phone: 660-259-6171

OWL CREEK RV LLC  
210 W MASON  
ODESSA MO 64076-0000

ACCOUNT#: 14-341-0  
PARCEL ID#: 14-7.0-35-000-000-0008.000  
SEC, TWN, RNG: 35-49-28  
ACRES: 83.95  
TAX DISTRICT#: \_\_\_\_\_  
SITUS ADDRESS: 7089 OUTER RD, ODESSA, MO 64076-0000  
M-CODE: 0

PT OF NW1/4; 718-259, 745-228, 791-360, 1105-483, 2020DR2573, 2020SU0034, 2  
020DR2820, 2020DR2822, 2022SU0083, 2022DR5921 LOT: 0 BLOCK: 0

Residential	38,730
Agricultural	3,209
Commercial	69,568
<b>SUBTOTALS</b>	<b>111,507</b>
<b>TOTAL VALUATION</b>	<b>111,507</b>

# PAID

Tax District	Levy per \$100	Total Tax
STAT	0.0300	33.45
CNTY	0.1900	211.86
NWDS	0.0119	13.27
HLTH	0.0733	81.73
LCSS	0.0643	71.70
EXT	0.0700	78.05
ODR7	4.7285	5,272.61
ODSP	0.3200	356.82
ODCR	0.2162	241.08
ODFD	0.5914	659.45
CLIB	0.2569	286.46
ODAD	0.3000	334.52
SURT	0.4200	292.19
<b>BASE TAX</b>		<b>7,933.19</b>
		<b>7,933.19</b>

**VALIDATED BY Lori Fiegenbaum  
LAFAYETTE COUNTY COLLECTOR**

RECEIPT #: 527054

DATE: 12/31/2024

AMOUNT PAID: 7,933.19

PAID BY: \_\_\_\_\_

PAYMENT TYPE: \_\_\_\_\_

**REAL ESTATE TAX RECEIPTS CANNOT  
BE USED TO LICENSE VEHICLES**

# Lafayette County, MO



### Legend

- Address Point
- Railroad
- Road
  - <all other values>
  - Interstate
  - United States Highway
  - State Highway
  - State Route
- Parcel
- Cartography Line
  - <all other values>
  - Easement Carto
  - Parcel Owner Hook
- Water Boundary
- County Boundary

1 in. = 575ft.

1,149.7      0      574.84      1,149.7 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes



**Special Event Permit Application**  
Ord. 3125  
 228 S 2<sup>nd</sup> St. Odessa, MO 64076  
 (816) 230-5577 ext. 6  
[www.cityofodessamo.com](http://www.cityofodessamo.com)  
[karen.findora@cityofodessamo.com](mailto:karen.findora@cityofodessamo.com)

**Application must be completed in full and turned into City Hall 10 days before the date of the event.**

**Name of Event:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_

**Date of Event:** \_\_\_\_\_ **Set up time:** \_\_\_\_\_ **Tear down time:** \_\_\_\_\_

**Location of Event:** \_\_\_\_\_

**Street Closure:** \_\_\_\_\_

**Time of Street Closure:** From: \_\_\_\_\_ To: \_\_\_\_\_

**Have all addresses within 185ft affected by the street closure been contacted:** Yes \_\_\_ No \_\_\_

**Police Dept. Assistance:** Yes \_\_\_ No \_\_\_ **Electric Dept. Assistance:** Yes \_\_\_ No \_\_\_

**Will you have alcohol:** Yes \_\_\_ No \_\_\_ ([State of Missouri Liquor](#) regulations must be met before the event)

**Applicant's Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Organization's Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

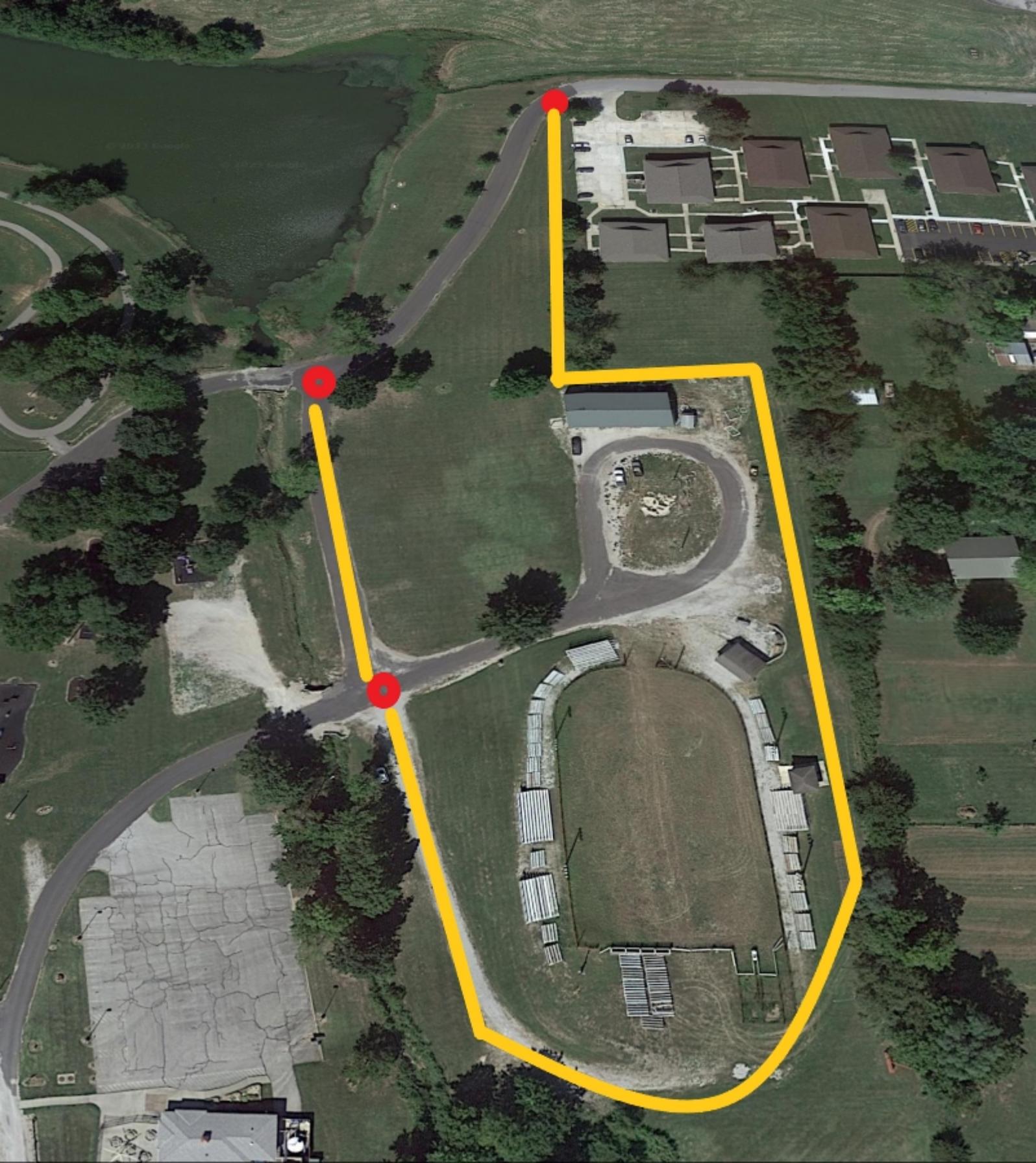
**Event's On-Site Coordinator:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Please give a very detailed description of the event(s) taking place:**

\_\_\_\_\_  
 \_\_\_\_\_

\*Any events that will include the sale of liquor will be required additional licensing in accordance with the City of Odessa and the [State of Missouri Liquor regulations](#). All liquor license must be submitted to the City before the event.

<b>Permit Received By:</b> <u>Karen Findora</u>	<b>Date:</b> <u>01/09/2026</u>
Karen Findora, City Clerk	
<b>Approved / Date:</b> _____	<b>Denied / Date:</b> _____
_____ Shawna Davis, City Administrator	_____ Josh Thompson, Chief of Police
_____ Bryan Barner, Mayor (liq. only)	





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## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** Approve a contract with KAT Excavation, Inc. for the construction of the Downtown Sidewalk Infrastructure Project.

**ACTION REQUESTED:** Motion/Second to approve Resolution No. 2026-07 authorizing the Mayor to sign a construction contract between the City of Odessa, Missouri and KAT Excavation, Inc for the Downtown Sidewalk Infrastructure Project.

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### BACKGROUND:

The Downtown Sidewalk Infrastructure Project has been a multi-year effort aimed at improving pedestrian infrastructure within the downtown area. The project was originally advertised for bid earlier in the process; however, the first bid opening resulted in limited contractor participation.

Two bids were received for the Mason Street portion of the project and one bid was received for the 2nd Street portion, with KAT Excavation being the only contractor to submit bids for both segments. Due to the limited number of bidders and the cost of the bid submissions, staff determined it was in the City's best interest to revise the project scope slightly and rebid the project. Revisions to the scope required resubmission to the Missouri Department of Transportation (MoDOT) for approval, resulting in a slight delay to the project schedule. Following MoDOT approval, the project was advertised for bid a second time. Bids were opened on December 18, 2025, and three bids were received. KAT Excavation submitted the lowest responsive bid.

All bid documents were submitted to MoDOT for review and approval in accordance with grant requirements. Only minimal contract negotiations were required following the bid opening. While the project has experienced numerous delays over several years, approval of this contract represents significant progress and positions the City closer to construction than at any prior point. An official project schedule and additional construction details will be finalized at the pre-construction meeting. At this time, construction is anticipated to begin in Spring 2026.

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**FINANCIAL CONSIDERATIONS:** The project is supplemented with \$773,000 in grant funding through the Missouri Transportation Alternatives Program (TAP). Remaining project costs will be funded through a combination of the Transportation Fund, Electric Fund, Capital Improvement Fund, and General Fund, as included in the approved project budget.

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**ATTACHMENTS:** Resolution No. 2026-07; Construction Agreement; Bid Documentation; Bid Tabulation

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PREPARED BY: \_\_\_\_\_  
Shawna Davis, City Administrator

DATED: February 9th, 2026

TAP-9901(440) 2ND STREET					Engineer's Estimate		Epic Concrete Construction, Inc 12600 E 98th St Kansas City, MO 64138		JM Fahey Construction Company 408 High Grove Road Grandview, MO 64030		KAT Excavation, Inc 309 N Oak Bldg B Bates City, MO 64011	
BID TABULATIONS					UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
ADDENDA	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL
<b>ROADWAY</b>												
	202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 171,833.00	\$ 171,833.00	\$ 325,000.00	\$ 325,000.00	\$ 235,939.00	\$ 235,939.00
	207-20.00	LINEAR GRADING CLASS 2	STA	7.7	\$ 1,400.00	\$ 10,780.00	\$ 2,029.00	\$ 15,623.30	\$ 8,050.00	\$ 61,985.00	\$ 4,950.00	\$ 38,115.00
2,3	304-05.06	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	2569.2	\$ 15.00	\$ 38,538.00	\$ 11.75	\$ 30,188.10	\$ 20.00	\$ 51,384.00	\$ 21.02	\$ 54,004.58
	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1) (2 IN.)	TONS	222.8	\$ 99.00	\$ 22,057.20	\$ 113.44	\$ 25,274.43	\$ 132.00	\$ 29,409.60	\$ 112.20	\$ 24,998.16
	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1) (2 IN.)	TONS	222.8	\$ 99.00	\$ 22,057.20	\$ 113.44	\$ 25,274.43	\$ 148.50	\$ 33,085.80	\$ 112.20	\$ 24,998.16
	401-30.00	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BASE) (5 IN.)	TONS	556.3	\$ 100.00	\$ 55,630.00	\$ 113.00	\$ 62,861.90	\$ 130.50	\$ 72,597.15	\$ 112.20	\$ 62,416.86
	502-11.08	CONCRETE PAVEMENT (8 IN. NON-REINFORCED) (DRIVEWAYS)	SY	202	\$ 112.00	\$ 22,624.00	\$ 139.40	\$ 28,158.80	\$ 124.50	\$ 25,149.00	\$ 104.45	\$ 21,098.90
	609-10.51	CURB & GUTTER TYPE A	LF	43	\$ 60.00	\$ 2,580.00	\$ 51.81	\$ 2,227.83	\$ 90.00	\$ 3,870.00	\$ 51.18	\$ 2,200.74
	609-10.52	CURB & GUTTER TYPE B	LF	1522	\$ 60.00	\$ 91,320.00	\$ 50.84	\$ 77,378.48	\$ 72.50	\$ 110,345.00	\$ 50.78	\$ 77,287.16
	609-99.03	CURB & GUTTER TYPE C	LF	318	\$ 60.00	\$ 19,080.00	\$ 38.23	\$ 12,157.14	\$ 62.75	\$ 19,954.50	\$ 51.18	\$ 16,275.24
	609-99.03	CURB RAMP CURB & GUTTER	LF	60	\$ 70.00	\$ 4,200.00	\$ 49.48	\$ 2,968.80	\$ 70.50	\$ 4,230.00	\$ 79.56	\$ 4,773.60
	609-99.03	DRIVEWAY CURB & GUTTER	LF	39	\$ 70.00	\$ 2,730.00	\$ 51.61	\$ 2,012.79	\$ 79.00	\$ 3,081.00	\$ 52.83	\$ 2,060.37
	618-10.00	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 80,535.00	\$ 80,535.00	\$ 125,000.00	\$ 125,000.00	\$ 67,918.40	\$ 67,918.40
	627-40.00	CONTRACTOR SURVEYING & STAKING	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 22,660.00	\$ 22,660.00	\$ 14,300.00	\$ 14,300.00	\$ 25,300.00	\$ 25,300.00
<b>TOTAL ROADWAY</b>					<b>Category Total</b>	<b>\$ 506,596.40</b>	<b>Category Total</b>	<b>\$ 559,154.00</b>	<b>Category Total</b>	<b>\$ 879,391.05</b>	<b>Category Total</b>	<b>\$ 657,386.17</b>
<b>SIGNING, STRIPING, SIGNAL, LIGHTING</b>												
	620-60.00D	4 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	2087	\$ 2.00	\$ 4,174.00	\$ 0.78	\$ 1,627.86	\$ 2.50	\$ 5,217.50	\$ 0.99	\$ 2,066.13
	620-99.02	INTERNATIONAL SYMBOL OF ACCESSIBILITY (PARKING SYMBOL)	EA	9	\$ 250.00	\$ 2,250.00	\$ 273.00	\$ 2,457.00	\$ 306.50	\$ 2,758.50	\$ 71.50	\$ 643.50
	620-99.03	6 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	118	\$ 2.00	\$ 236.00	\$ 2.01	\$ 237.18	\$ 2.25	\$ 265.50	\$ 1.65	\$ 194.70
	620-99.03	4 IN. BLUE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	1096	\$ 2.00	\$ 2,192.00	\$ 1.29	\$ 1,413.84	\$ 1.50	\$ 1,644.00	\$ 0.99	\$ 1,085.04
	903-50.04A	SH-FLAT SHEET	SF	102	\$ 100.00	\$ 10,200.00	\$ 47.00	\$ 4,794.00	\$ 52.00	\$ 5,304.00	\$ 33.65	\$ 3,432.30
	903-99.02	SIGN POSTS	EA	15	\$ 500.00	\$ 7,500.00	\$ 201.00	\$ 3,015.00	\$ 225.50	\$ 3,382.50	\$ 577.50	\$ 8,662.50
<b>TOTAL SIGNING, STRIPING, SIGNAL, LIGHTING</b>					<b>Category Total</b>	<b>\$ 26,552.00</b>	<b>Category Total</b>	<b>\$ 13,544.88</b>	<b>Category Total</b>	<b>\$ 18,572.00</b>	<b>Category Total</b>	<b>\$ 16,084.17</b>
<b>BIKE/PED FACILITIES</b>												
2,3	304-05.06	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SY	2210.4	\$ 15.00	\$ 33,156.00	\$ 11.60	\$ 25,640.64	\$ 33.00	\$ 72,943.20	\$ 20.98	\$ 46,374.19
	502-99.07	INTEGRAL RETAINING WALL W/ REINFORCING	CY	23	\$ 2,500.00	\$ 57,500.00	\$ 3,416.00	\$ 78,568.00	\$ 3,400.00	\$ 78,200.00	\$ 3,109.02	\$ 71,507.46
	608-10.10	CONCRETE CURB RAMP	SY	58.7	\$ 200.00	\$ 11,740.00	\$ 497.00	\$ 29,173.90	\$ 343.75	\$ 20,178.13	\$ 280.45	\$ 16,462.42
	608-10.12	TRUNCATED DOMES	SF	130	\$ 40.00	\$ 5,200.00	\$ 65.00	\$ 8,450.00	\$ 16.00	\$ 2,080.00	\$ 26.74	\$ 3,476.20
2,3	608-20.23	HAND-RAILING FOR STEPS WITHOUT BAULSTERS (BLACK)	LF	22	\$ 100.00	\$ 2,200.00	\$ 119.00	\$ 2,618.00	\$ 99.50	\$ 2,189.00	\$ 126.50	\$ 2,783.00
2,3	608-40.23	SIDEWALK HAND-RAILING WITHOUT BALUSTERS (BLACK)	LF	623	\$ 100.00	\$ 62,300.00	\$ 119.00	\$ 74,137.00	\$ 99.50	\$ 61,988.50	\$ 126.50	\$ 78,809.50
	608-99.05	CONCRETE SIDEWALK, 6 IN.	SY	2137.3	\$ 120.00	\$ 256,476.00	\$ 71.00	\$ 151,748.30	\$ 127.00	\$ 271,437.10	\$ 93.68	\$ 200,222.26
<b>TOTAL BIKE/PED FACILITIES</b>					<b>Category Total</b>	<b>\$ 428,572.00</b>	<b>Category Total</b>	<b>\$ 370,335.84</b>	<b>Category Total</b>	<b>\$ 509,015.93</b>	<b>Category Total</b>	<b>\$ 419,635.03</b>
<b>LANDSCAPING/STREETSCAPING</b>												
	805-10.00A	SEEDING - COOL SEASON GRASSES	ACRE	0.1	\$ 20,000.00	\$ 2,000.00	\$ 8,512.00	\$ 851.20	\$ 20,550.00	\$ 2,055.00	\$ 4,950.00	\$ 495.00
	806.10.07A	CURB INLET CHECK	EA	2	\$ 140.00	\$ 280.00	\$ 421.00	\$ 842.00	\$ 347.00	\$ 694.00	\$ 275.00	\$ 550.00
<b>TOTAL LANDSCAPING/STREETSCAPING</b>					<b>Category Total</b>	<b>\$ 2,280.00</b>	<b>Category Total</b>	<b>\$ 1,693.20</b>	<b>Category Total</b>	<b>\$ 2,749.00</b>	<b>Category Total</b>	<b>\$ 1,045.00</b>
<b>TRAFFIC CONTROL</b>												
	616-10.22	CHANNELIZER (CONE)	EA	16	\$ 250.00	\$ 4,000.00	\$ 143.00	\$ 2,288.00	\$ 29.00	\$ 464.00	\$ 44.00	\$ 704.00
	616-10.30	TYPE 3 MOVEABLE BARRICADE	EA	2	\$ 3,500.00	\$ 7,000.00	\$ 637.00	\$ 1,274.00	\$ 190.75	\$ 381.50	\$ 231.00	\$ 462.00
	903-50.04A	SH-FLAT SHEET	SF	90	\$ 100.00	\$ 9,000.00	\$ 10.00	\$ 900.00	\$ 10.50	\$ 945.00	\$ 24.44	\$ 2,199.60
<b>TOTAL TRAFFIC CONTROL</b>					<b>Category Total</b>	<b>\$ 20,000.00</b>	<b>Category Total</b>	<b>\$ 4,462.00</b>	<b>Category Total</b>	<b>\$ 1,790.50</b>	<b>Category Total</b>	<b>\$ 3,365.60</b>
<b>OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)</b>												
	901-99.03	LIGHTING CONDUITS	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 219,133.00	\$ 219,133.00	\$ 245,835.00	\$ 245,835.00	\$ 82,049.00	\$ 82,049.00
	901-99.03	POWER CONDUITS	LS	1	\$ 400,000.00	\$ 400,000.00	\$ 674,135.00	\$ 674,135.00	\$ 756,782.00	\$ 756,782.00	\$ 91,850.00	\$ 91,850.00
	901-99.03	IN-GRADE JUNCTION BOXES	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 24,205.00	\$ 24,205.00	\$ 27,155.00	\$ 27,155.00	\$ 8,217.00	\$ 8,217.00
	901-99.03	POLE LIGHT CONCRETE BASES	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 23,120.00	\$ 23,120.00	\$ 49,110.00	\$ 49,110.00	\$ 35,046.00	\$ 35,046.00
	901-99.03	BOLLARD CONCRETE BASES	LS	1	\$ 44,000.00	\$ 44,000.00	\$ 20,835.00	\$ 20,835.00	\$ 88,110.00	\$ 88,110.00	\$ 13,950.37	\$ 13,950.37
<b>TOTAL OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)</b>					<b>Category Total</b>	<b>\$ 794,000.00</b>	<b>Category Total</b>	<b>\$ 961,428.00</b>	<b>Category Total</b>	<b>\$ 1,166,992.00</b>	<b>Category Total</b>	<b>\$ 231,112.37</b>
<b>TOTAL</b>					<b>\$ 1,778,000.40</b>	<b>\$ 1,778,000.40</b>	<b>\$ 1,910,617.92</b>	<b>\$ 1,910,617.92</b>	<b>\$ 2,578,510.48</b>	<b>\$ 2,578,510.48</b>	<b>\$ 1,328,628.35</b>	<b>\$ 1,328,628.35</b>
Total Pre Addenda					\$ 1,783,459.67	\$ 1,783,459.67	As Read	\$ 1,910,617.92	As Read	\$ 2,578,010.48	As Read	\$ 1,328,628.34
<b>ROADWAY BID ALTERNATE</b>												
	502-11.07	CONCRETE PAVEMENT (7 IN. NON-REINFORCED)	SY	2001.3	\$ 58.00	\$ 116,075.40	\$ 64.00	\$ 128,083.20	\$ 62.00	\$ 124,080.60	\$ 73.83	\$ 147,755.98
<b>Project Total</b>					<b>\$ 1,778,000.40</b>	<b>\$ 1,778,000.40</b>	<b>\$ 1,910,617.92</b>	<b>\$ 1,910,617.92</b>	<b>\$ 2,578,510.48</b>	<b>\$ 2,578,510.48</b>	<b>\$ 1,328,628.35</b>	<b>\$ 1,328,628.35</b>
<b>Project Totat (Bid Alt)</b>					<b>\$ 1,794,331.40</b>	<b>\$ 1,794,331.40</b>	<b>\$ 1,925,290.36</b>	<b>\$ 1,925,290.36</b>	<b>\$ 2,567,498.53</b>	<b>\$ 2,567,498.53</b>	<b>\$ 1,363,971.14</b>	<b>\$ 1,363,971.14</b>
<b>Final Total (min of above)</b>					<b>\$ 1,778,000.40</b>	<b>\$ 1,778,000.40</b>	<b>\$ 1,910,617.92</b>	<b>\$ 1,910,617.92</b>	<b>\$ 2,567,498.53</b>	<b>\$ 2,567,498.53</b>	<b>\$ 1,328,628.35</b>	<b>\$ 1,328,628.35</b>

2nd LOW BIDDER

LOW BIDDER

TAP-9901(443) MASON STREET					Engineer's Estimate		Epic Concrete Construction, Inc 12600 E 98th St Kansas City, MO 64138		JM Fahey Construction Company 408 High Grove Road Grandview, MO 64030		KAT Excavation, Inc 309 N Oak Bldg B Bates City, MO 64011		
ADDENDA	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	UNIT PRICE	SUBTOTAL	
<b>BID TABULATIONS</b>													
<b>ROADWAY</b>													
	202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 114,737.00	\$ 114,737.00	\$ 325,000.00	\$ 325,000.00	\$ 235,939.00	\$ 235,939.00	
	207-20.00	LINEAR GRADING CLASS 2	STA	8.7	\$ 1,400.00	\$ 12,180.00	\$ 4,311.00	\$ 37,505.70	\$ 7,025.00	\$ 61,117.50	\$ 4,950.00	\$ 43,065.00	
2,3	304-05.06	TYPE 5 AGGREGATE FOR BASE ( 6 IN. THICK)	SY	1866.6	\$ 15.00	\$ 27,999.00	\$ 14.00	\$ 26,132.40	\$ 17.00	\$ 31,732.20	\$ 22.34	\$ 41,699.84	
	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1) (2 IN.)	TONS	300.9	\$ 99.00	\$ 29,789.10	\$ 120.00	\$ 36,108.00	\$ 115.25	\$ 34,678.73	\$ 103.40	\$ 31,113.06	
	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1) (2 IN.)	TONS	300.9	\$ 99.00	\$ 29,789.10	\$ 120.00	\$ 36,108.00	\$ 127.75	\$ 38,439.98	\$ 103.40	\$ 31,113.06	
	401-30.00	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BASE) (5 IN.)	TONS	751.6	\$ 100.00	\$ 75,160.00	\$ 122.00	\$ 91,695.20	\$ 114.50	\$ 86,058.20	\$ 103.40	\$ 77,715.44	
	502-11.08	CONCRETE PAVEMENT (8 IN. NON-REINFORCED) (DRIVEWAYS)	SY	331.8	\$ 112.00	\$ 37,161.60	\$ 163.00	\$ 54,083.40	\$ 142.00	\$ 47,115.60	\$ 104.44	\$ 34,653.19	
	609-10.51	CURB & GUTTER TYPE A	LF	221	\$ 67.00	\$ 14,807.00	\$ 67.00	\$ 14,807.00	\$ 73.00	\$ 16,133.00	\$ 86.64	\$ 19,147.44	
	609-10.52	CURB & GUTTER TYPE B	LF	578	\$ 60.00	\$ 34,680.00	\$ 62.00	\$ 35,836.00	\$ 75.00	\$ 43,350.00	\$ 86.64	\$ 50,077.92	
	609-99.03	CURB & GUTTER TYPE C	LF	115	\$ 60.00	\$ 6,900.00	\$ 48.00	\$ 5,520.00	\$ 69.00	\$ 7,935.00	\$ 86.64	\$ 9,963.60	
	609-99.03	CURB RAMP CURB & GUTTER	LF	65	\$ 70.00	\$ 4,550.00	\$ 51.00	\$ 3,315.00	\$ 65.00	\$ 4,225.00	\$ 64.13	\$ 4,168.45	
	609-99.03	DRIVEWAY CURB & GUTTER	LF	324	\$ 70.00	\$ 22,680.00	\$ 52.00	\$ 16,848.00	\$ 65.00	\$ 21,060.00	\$ 44.13	\$ 14,298.12	
	618-10.00	MOBILIZATION	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 66,288.00	\$ 66,288.00	\$ 125,000.00	\$ 125,000.00	\$ 67,918.40	\$ 67,918.40	
	627-40.00	CONTRACTOR SURVEYING & STAKING	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 22,145.00	\$ 22,145.00	\$ 13,000.00	\$ 13,000.00	\$ 25,300.00	\$ 25,300.00	
<b>TOTAL ROADWAY</b>						<b>Category Total</b>	<b>\$ 509,148.80</b>	<b>Category Total</b>	<b>\$ 561,128.70</b>	<b>Category Total</b>	<b>\$ 854,845.20</b>	<b>Category Total</b>	<b>\$ 686,172.53</b>
<b>SIGNING, STRIPING, SIGNAL, LIGHTING</b>													
	620-60.00D	4 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	1536	\$ 2.00	\$ 3,072.00	\$ 0.78	\$ 1,198.08	\$ 1.00	\$ 1,536.00	\$ 0.99	\$ 1,520.64	
	620-60.01D	4 IN. YELLOW CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	1570	\$ 2.00	\$ 3,140.00	\$ 0.78	\$ 1,224.60	\$ 1.00	\$ 1,570.00	\$ 0.99	\$ 1,554.30	
	620-61.24B	24 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	24	\$ 20.00	\$ 480.00	\$ 5.15	\$ 123.60	\$ 6.00	\$ 144.00	\$ 7.70	\$ 184.80	
	620-99.02	INTERNATIONAL SYMBOL OF ACCESSIBILITY (PARKING SYMBOL)	EA	7	\$ 250.00	\$ 1,750.00	\$ 272.95	\$ 1,910.65	\$ 307.00	\$ 2,149.00	\$ 71.50	\$ 500.50	
	620-99.03	6 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	120	\$ 2.00	\$ 240.00	\$ 1.29	\$ 154.80	\$ 1.50	\$ 180.00	\$ 1.65	\$ 198.00	
	620-99.03	4 IN. BLUE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	581	\$ 2.00	\$ 1,162.00	\$ 2.01	\$ 1,167.81	\$ 2.25	\$ 1,307.25	\$ 0.99	\$ 575.19	
	903-50.04A	SH-FLAT SHEET	SF	46	\$ 100.00	\$ 4,600.00	\$ 46.35	\$ 2,132.10	\$ 52.00	\$ 2,392.00	\$ 22.00	\$ 1,012.00	
	903-99.02	SIGN POSTS	EA	4	\$ 500.00	\$ 2,000.00	\$ 200.85	\$ 803.40	\$ 230.00	\$ 920.00	\$ 577.50	\$ 2,310.00	
<b>TOTAL SIGNING, STRIPING, SIGNAL, LIGHTING</b>						<b>Category Total</b>	<b>\$ 16,444.00</b>	<b>Category Total</b>	<b>\$ 8,715.04</b>	<b>Category Total</b>	<b>\$ 10,198.25</b>	<b>Category Total</b>	<b>\$ 7,855.43</b>
<b>BIKE/PED FACILITIES</b>													
2,3	304-05.06	TYPE 5 AGGREGATE FOR BASE ( 6 IN. THICK)	SY	1618.6	\$ 15.00	\$ 24,279.00	\$ 11.00	\$ 17,804.60	\$ 33.00	\$ 53,413.80	\$ 22.31	\$ 36,110.97	
	502-99.07	INTEGRAL RETAINING WALL W/ REINFORCING	CY	15	\$ 2,500.00	\$ 37,500.00	\$ 2,957.00	\$ 44,355.00	\$ 3,400.00	\$ 51,000.00	\$ 2,477.26	\$ 37,158.90	
	608-10.10	CONCRETE CURB RAMP	SY	104.1	\$ 200.00	\$ 20,820.00	\$ 493.00	\$ 51,321.30	\$ 352.00	\$ 36,643.20	\$ 143.98	\$ 14,988.32	
	608-10.12	TRUNCATED DOMES	SF	150	\$ 40.00	\$ 6,000.00	\$ 66.00	\$ 9,900.00	\$ 16.00	\$ 2,400.00	\$ 26.68	\$ 4,002.00	
2,3	608-20.23	HAND-RAILING FOR STEPS WITHOUT BAULSTERS (BLACK)	LF	9	\$ 100.00	\$ 900.00	\$ 125.00	\$ 1,125.00	\$ 100.00	\$ 900.00	\$ 126.50	\$ 1,138.50	
2,3	608-40.23	SIDEWALK HAND-RAILING WITHOUT BALUSTERS (BLACK)	LF	329	\$ 100.00	\$ 32,900.00	\$ 125.00	\$ 41,125.00	\$ 100.00	\$ 32,900.00	\$ 126.50	\$ 41,618.50	
	608-99.05	CONCRETE SIDEWALK, 6 IN.	SY	1497.8	\$ 120.00	\$ 179,736.00	\$ 80.00	\$ 119,824.00	\$ 127.00	\$ 190,220.60	\$ 97.61	\$ 146,200.26	
<b>TOTAL BIKE/PED FACILITIES</b>						<b>Category Total</b>	<b>\$ 302,135.00</b>	<b>Category Total</b>	<b>\$ 285,454.90</b>	<b>Category Total</b>	<b>\$ 367,477.60</b>	<b>Category Total</b>	<b>\$ 281,217.44</b>
<b>LANDSCAPING/STREETSCAPING</b>													
	604-20.10	ADJUST MANHOLE HEIGHT	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 1,074.00	\$ 2,148.00	\$ 4,300.00	\$ 8,600.00	\$ 2,035.00	\$ 4,070.00	
	604-99.02	ADJUST HEIGHT OF FIRE HYDRANT	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 1,315.00	\$ 1,315.00	\$ 5,300.00	\$ 5,300.00	\$ 3,850.00	\$ 3,850.00	
<b>TOTAL LANDSCAPING/STREETSCAPING</b>						<b>Category Total</b>	<b>\$ 7,000.00</b>	<b>Category Total</b>	<b>\$ 3,463.00</b>	<b>Category Total</b>	<b>\$ 13,900.00</b>	<b>Category Total</b>	<b>\$ 7,920.00</b>
<b>TRAFFIC CONTROL</b>													
	616-10.22	CHANNELIZER (CONE)	EA	16	\$ 187.50	\$ 3,000.00	\$ 26.00	\$ 416.00	\$ 29.00	\$ 464.00	\$ 44.00	\$ 704.00	
	616-10.30	TYPE 3 MOVEABLE BARRICADE	EA	4	\$ 2,000.00	\$ 8,000.00	\$ 170.00	\$ 680.00	\$ 191.00	\$ 764.00	\$ 231.00	\$ 924.00	
	903-50.04A	SH-FLAT SHEET	SF	90	\$ 100.00	\$ 9,000.00	\$ 10.00	\$ 900.00	\$ 10.50	\$ 945.00	\$ 13.20	\$ 1,188.00	
<b>TOTAL TRAFFIC CONTROL</b>						<b>Category Total</b>	<b>\$ 20,000.00</b>	<b>Category Total</b>	<b>\$ 1,996.00</b>	<b>Category Total</b>	<b>\$ 2,173.00</b>	<b>Category Total</b>	<b>\$ 2,816.00</b>
<b>OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)</b>													
	901-99.02	UTILITY METER	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 451.00	\$ 1,804.00	\$ 2,022.00	\$ 8,088.00	\$ 27.50	\$ 110.00	
	901-99.02	UTILITY METER ENCLOSURE	EA	4	\$ 1,000.00	\$ 4,000.00	\$ 528.00	\$ 2,112.00	\$ 2,370.00	\$ 9,480.00	\$ 799.70	\$ 3,198.80	
	901-99.02	PANELBOARD "STP-01W"	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 5,717.00	\$ 5,717.00	\$ 6,415.00	\$ 6,415.00	\$ 4,394.50	\$ 4,394.50	
	901-99.02	PANELBOARD "STP-02W"	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 451.00	\$ 451.00	\$ 6,415.00	\$ 6,415.00	\$ 4,394.50	\$ 4,394.50	
	901-99.02	PANELBOARD "STP-03E"	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 5,717.00	\$ 5,717.00	\$ 6,415.00	\$ 6,415.00	\$ 4,394.50	\$ 4,394.50	
	901-99.02	PANELBOARD "STP-04E"	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 5,717.00	\$ 5,717.00	\$ 6,415.00	\$ 6,415.00	\$ 4,394.50	\$ 4,394.50	
	901-99.03	ELECTRICAL EQUIPMENT RACK (STRUT, POST, CONCRETE, FITTINGS, ETC.)	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 14,420.00	\$ 14,420.00	\$ 16,200.00	\$ 16,200.00	\$ 13,288.00	\$ 13,288.00	
	901-99.03	GROUNDING SYSTEMS(RODS, CLAMPS, CONDUCTORS)	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,691.00	\$ 5,691.00	\$ 6,400.00	\$ 6,400.00	\$ 6,248.00	\$ 6,248.00	
	901-99.03	DISTRIBUTION EQUIPMENT CONDUIT/ CONDUCTORS	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 38,368.00	\$ 38,368.00	\$ 43,050.00	\$ 43,050.00	\$ 11,281.00	\$ 11,281.00	
	901-99.02	LIGHTING CONTROL PANEL "LCP-01W"	EA	1	\$ 3,193.00	\$ 3,193.00	\$ 3,193.00	\$ 3,193.00	\$ 3,600.00	\$ 3,600.00	\$ 1,771.00	\$ 1,771.00	
	901-99.02	LIGHTING CONTROL PANEL "LCP-02W"	EA	1	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 1,325.50	\$ 1,325.50	
	901-99.02	LIGHTING CONTROL PANEL "LCP-03E"	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 3,193.00	\$ 3,193.00	\$ 3,600.00	\$ 3,600.00	\$ 1,325.50	\$ 1,325.50	
	901-99.02	LIGHTING CONTROL PANEL "LCP-04E"	EA	1	\$ 10,000.00	\$ 10,000.00	\$ 3,193.00	\$ 3,193.00	\$ 3,600.00	\$ 3,600.00	\$ 1,325.50	\$ 1,325.50	
	901-99.03	CONDUIT BODIES AND FITTINGS FOR ELECTRICAL EQUIPMENT	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 26,368.00	\$ 26,368.00	\$ 29,600.00	\$ 29,600.00	\$ 9,785.60	\$ 9,785.60	
	901-99.03	ABOVE-GRADE ELECTRICAL JUNCTION BOXES AND ENCLOSURES	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 22,506.00	\$ 22,506.00	\$ 25,250.00	\$ 25,250.00	\$ 1,012.00	\$ 1,012.00	
	901-99.03	LIGHTING CONDUITS	LS	1	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 108,300.00	\$ 108,300.00	\$ 37,021.60	\$ 37,021.60	
	901-99.03	POWER CONDUITS	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 122,158.00	\$ 122,158.00	\$ 137,100.00	\$ 137,100.00	\$ 38,592.40	\$ 38,592.40	
	901-99.03	IN-GRADE JUNCTION BOXES	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 8,343.00	\$ 8,343.00	\$ 9,360.00	\$ 9,360.00	\$ 2,739.00	\$ 2,739.00	
	901-99.03	POLE LIGHT CONCRETE BASES	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 15,415.00	\$ 15,415.00	\$ 33,800.00	\$ 33,800.00	\$ 29,321.60	\$ 29,321.60	
	901-99.03	BOLLARD CONCRETE BASES	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 7,410.00	\$ 7,410.00	\$ 32,360.00	\$ 32,360.00	\$ 10,177.21	\$ 10,177.21	
<b>TOTAL OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)</b>						<b>Category Total</b>	<b>\$ 330,000.00</b>	<b>Category Total</b>	<b>\$ 291,776.00</b>	<b>Category Total</b>	<b>\$ 499,048.00</b>	<b>Category Total</b>	<b>\$ 186,100.71</b>
					<b>TOTAL</b>	<b>\$ 1,184,727.80</b>	<b>TOTAL</b>	<b>\$ 1,152,533.64</b>	<b>TOTAL</b>	<b>\$ 1,747,642.05</b>	<b>TOTAL</b>	<b>\$ 1,172,082.11</b>	
					Total Pre Addenda	\$ 1,212,729.80	As Read	\$ 1,154,457.64	As Read	\$ 1,746,106.06	As Read	\$ 1,172,082.71	
<b>ROADWAY BID ALTERNATE</b>													
	502-11.07	CONCRETE PAVEMENT (7 IN. NON-REINFORCED)	SY	2705.1	\$ 58.00	\$ 156,895.80	\$ 87.90	\$ 237,778.29	\$ 61.50	\$ 166,363.65	\$ 69.30	\$ 187,463.43	
<b>ROADWAY ADD ALTERNATE</b>													
	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1) (2 IN.)	TONS	256.3	\$ 99.00	\$ 25,373.70	\$ 122.00	\$ 31,268.60	\$ 119.25	\$ 30,563.78	\$ 103.40	\$ 26,501.42	
	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1) (2 IN.)	TONS	256.3	\$ 99.00	\$ 25,373.70	\$ 122.00	\$ 31,268.60	\$ 119.25	\$ 30,563.78	\$ 103.40	\$ 26,501.42	
	622-10.03	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACE (GREATER THAN 3 IN. THICK)	SY	2,306	\$ 4.50	\$ 10,377.00	\$ 8.00	\$ 18,448.00	\$ 9.50	\$ 21,907.00	\$ 7.98	\$ 18,401.88	
<b>TOTAL ROADWAY ADD ALTERNATE</b>						<b>Category Total</b>	<b>\$ 61,124.40</b>	<b>Category Total</b>	<b>\$ 80,985.20</b>	<b>Category Total</b>	<b>\$ 83,034.55</b>	<b>Category Total</b>	<b>\$ 71,404.72</b>
					<b>Project Total</b>	<b>\$ 1,184,727.80</b>	<b>Project Total</b>	<b>\$ 1,152,533.64</b>					

	Engineer's Estimate (Addendum 1,2,3)		Epic Concrete Construction, Inc 12600 E 98th St Kansas City, MO 64138		JM Fahey Construction Company 408 High Grove Road Grandview, MO 64030		KAT Excavation, Inc 309 N Oak Bldg B Bates City, MO 64011	
TAP-9901(440) 2ND STREET	Final Total (min of above)	\$ 1,778,000.40	Final Total (min of above)	\$ 1,910,617.92	Final Total (min of above)	\$ 2,567,498.53	Final Total (min of above)	\$ 1,328,628.35
	Engineer's Estimate (Prior to Addenda)	\$ 1,783,459.67						
TAP-9901(443) MASON STREET	Final Project Total (min of above)	\$ 1,184,727.80	Final Project Total (min of above)	\$ 1,152,533.64	Final Project Total (min of above)	\$ 1,747,642.05	Final Project Total (min of above)	\$ 1,172,082.11
	Engineer's Estimate (Prior to Addenda)	\$ 1,212,729.80						
	Final Project Total (Add Alt)	\$ 1,245,852.20	Final Project Total (Add Alt)	\$ 1,233,518.84	Final Project Total (Add Alt)	\$ 1,830,676.60	Final Project Total (Add Alt)	\$ 1,243,486.83
	Engineer's Estimate (Prior to Addenda)	\$ 1,273,854.20						
	Total Combined (Prior to Addenda)	\$ 2,996,189.47						
	Total Combined (Prior to Addenda)(Add Alt)	\$ 3,057,313.87						
	<b>Total Combined</b>	<b>\$ 2,962,728.20</b>	<b>Total Combined</b>	<b>\$ 3,063,151.56</b>	<b>Total Combined</b>	<b>\$ 4,315,140.58</b>	<b>Total Combined</b>	<b>\$ 2,500,710.45</b>
	<b>Total Combined (Add Alt)</b>	<b>\$ 3,023,852.60</b>	<b>Total Combined (Add Alt)</b>	<b>\$ 3,144,136.76</b>	<b>Total Combined (Add Alt)</b>	<b>\$ 4,398,175.13</b>	<b>Total Combined (Add Alt)</b>	<b>\$ 2,572,115.17</b>
				2nd LOW BIDDER				LOW BIDDER

**NOTICE OF AWARD**

TO: KAT Excavation, Inc.  
309 N Oak St.  
Bates City, MO 64011

PROJECT Description: TAP 9901(440) – Odessa Sidewalk Improvements, Odessa, Missouri

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated 12/18/2025, and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of *One Million Three Hundred Twenty-Eight Thousand Six Hundred Twenty-Eight Dollars and Thirty-Five Cents* (\$1,328,628.35).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026\_.

City of Odessa

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this the day of \_\_\_\_\_ 20\_\_\_\_ .

By \_\_\_\_\_

Title \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF ODESSA  
125 S SECOND  
ODESSA MO 64076

Missouri Tax ID  
Number: 12492213

Effective Date:  
07/11/2002

Your application for sales use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use tax only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



MISSOURI DEPARTMENT OF  
**REVENUE**  
Project Exemption Certificate

This form is to be completed and given to your contractor.

<b>Exempt Entity and Project Information</b>	Name of Exempt Entity Issuing the Certificate <u>City of Odessa</u>		Missouri Tax Exemption Number <u>1   2   4   9   2   2   1   3</u>				
	Address <u>228 S 2nd St.</u>		City <u>Odessa</u>		State <u>MO</u>	ZIP Code <u>64076</u>	
	E-mail Address <u>shawna.davis@cityofodessamo.com</u>						
	Project Number <u>TAP-9901(440)</u>		Project Begin Date (MM/DD/YYYY) <u>0 1 / 2 4 / 2 0 2 6</u>		Estimated Project End Date (MM/DD/YYYY) <u>1 2 / 3 1 / 2 0 2 6</u>		
	Description of Project <u>Odessa, Missouri TAP-9901(440) on 2nd Street from Main Street to Dryden Street. The project will consist of the installation of new concrete sidewalk, concrete curb and gutter, ADA compliant sidewalk ramps, street improvements, and electrical improvements along both east and west sides of 2nd Street.</u>						
	Project Location <u>Odessa Missouri, 2nd Street from Main Street to Dryden Street</u>				Certificate Expiration Date (MM/DD/YYYY) <u>1 2 / 3 1 / 2 0 2 6</u>		
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.						
Signature of Authorized Exempt Entity			Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____ / ____ / _____		

<b>Contractor</b>	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <a href="#">Section 144.062, RSMo</a> . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.						
	Name of Purchasing Contractor <u>KAT Excavation Inc.</u>		Signature of Contractor			Date (MM/DD/YYYY) ____ / ____ / _____	
	Address <u>309 N. Oak St</u>		City <u>Bates City</u>		State <u>MO</u>	ZIP Code <u>64011</u>	

<b>Subcontractor</b>	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.						
	Name of Purchasing Subcontractor						
	Address		City		State	ZIP Code	
	Signature of Contractor			Contractor's Printed Name		Date (MM/DD/YYYY) ____ / ____ / _____	

Form 5060 (Revised 11-2019)

Taxation Division  
P.O Box 358  
Jefferson City, MO 65105-0358

**Phone:** (573) 751-2836  
**Fax:** (573) 522-1666  
**E-mail:** [salestaxexemptions@dor.mo.gov](mailto:salestaxexemptions@dor.mo.gov)

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Odessa, 228 S. 2<sup>nd</sup> Street, Odessa, (hereinafter referred to as the Owner) and KAT Excavation Inc. of Bates City, Missouri, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Odessa 2<sup>nd</sup> Street Sidewalk Improvements Phase I  
TAP-9901(440), City of Odessa, Missouri

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be completed in commercially reasonable manor as determined by the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals in the amount of *One Million Three Hundred Twenty-Eight Thousand Six Hundred Twenty-Eight Dollars and Thirty-Five Cents* (\$1,328,628.35).

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Odessa** acting by and through the  
[Owner/Officials]

By \_\_\_\_\_  
City of Odessa

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title Here and Printed Name]

**Contractor Business Name**

By \_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Printed Name of Signatory

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title Here and Printed Name]

**CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_

as principle, and \_\_\_\_\_

as surety, are held and firmly bound unto the **City of Odessa** in the penal sum of: \_\_\_\_\_

*One Million Three Hundred Twenty-Eight Thousand Six Hundred Twenty-Eight Dollars and Thirty-Five Cents*

DOLLARS (\$ 1,328,628.35 ) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said **City of Odessa** or to its certain agents, attorneys, assigns, or to the **City of Odessa** for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

**SEALED** with our seals and dated \_\_\_\_\_

The condition of this obligation is such that

**WHEREAS**, the said bounden principal has entered into a certain contract with the **City of Odessa** acting by and through the **City of Odessa**, said contract being marked.

City of Odessa 2<sup>nd</sup> Street Sidewalks Improvements, TAP-9901(440) Odessa, Missouri

a copy of said contract being hereto attached and made a part hereof and bearing date of \_\_\_\_\_

**NOW, THEREFORE**, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the [**City of Odessa**], which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Address – Agent or Broker

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

ATTEST: (SEAL)

\_\_\_\_\_

Name and Street Address of Agent to Whom All  
Correspondence Should be Directed Relating to  
Contract and Bond.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State





## SERVICES CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** (“Contract Addendum”) made and entered into this date, \_\_\_\_\_, by and between the City of Odessa, Missouri (the “City” or the “Owner”) and \_\_\_\_\_ (“Contractor”), as an addendum to the Contract Agreement for the Odessa 2<sup>nd</sup> Street Sidewalk Improvements Phase 1, TAP-9901(440) (“Contract”), attached hereto as **Exhibit A**.

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. In addition to the obligations of the Contract, the City and the Contractor agree to the terms as provided in this Contract Addendum. All terms of the Contract shall remain in full force and effect.
2. **Addition to Work.** In addition to compensation for the Work, Owner may request and Contractor shall provide additional Work and/or services to the Owner. Additional services shall be provided only if authorized and confirmed in an addendum to this Contract in writing signed by both Contractor and Owner. If additional services are required due to circumstances beyond the Contractor’s control, the Contractor shall notify the Owner in written email prior to commencing such services. If the Owner deems that such services described are not required, the Owner shall give prompt written notice to the Contractor. If the owner indicates in writing that all or part of such additional services are not required, the Contractor shall have no obligation to provide such services. Any amendments shall be in written form and prepared and approved by the City and countersigned by the Contractor.
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 the 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 direct 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 the Contract shall be subcontracted without the written approval of the City.

5. **General Guarantee 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 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. **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.

8. **Payment. Conditioned upon acceptable performance.** Subject to the annual appropriation of the Board of Aldermen, the City agrees to pay the Contractor in progress payments for the work, pursuant to Contractor's periodic applications for payment for services, labor, materials and equipment, including stored materials, provided by the Contractor in the performance of work within 30 days of receipt of invoice from the Contractor, which shall constitute complete compensation for all work performed during the period designated in the periodic application for payment for services to be rendered under this Contract; 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 schedule and description of work set forth in **Exhibit A**. The City is exempt from sales taxes in accordance with Article 3, Section 39(10) of the Missouri Constitution.

## 9. 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 the Notice to Proceed shall constitute a breach of the Contract. The City shall provide written notice of the breach to the Contractor and Contractor shall have 30 days from the notice to correct the breach. If the breach has not been cured within such period, the City shall thereupon have the right to immediately terminate the Contract and provide written notice of the termination. The City shall give written notice of termination to the Contractor 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 the 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 the 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. In the event the Contract is terminated by either party, the Contractor is entitled to payment for work performed on the project, at the unit price of the completed work performed at the time of termination.

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

10. **Conflicts.** Any bidder or signee of the 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 the Contract. The Contractor further covenants that in the performance of the Contract no person having such interest shall be employed.

11. **Assignment.** The Contractor shall not assign any interest in the 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 the 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 the 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 the Contract, though City will attempt to so notify any such assignee. Nothing in this section shall preclude the Contractor from hiring subcontractors to perform work on this project.

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

13. **Discrimination.** The Contractor agrees in the performance of the 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.

14. **General Independent Contractor Clause.** The 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 the 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.

15. **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.

16. **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 sections 537.610.2 and 537.610.5, RSMo.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Contract. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Contract to the Contractor.

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 made under the Fair Labor Standards Act or any other federal or state law.

**17. 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 sections 537.610.2 and 537.610.5, RSMo. to protect the City and the general public against any loss, damage and/or expense related to the Contractor's performance under the 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 Five Hundred Million 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. Reserved.

D. 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.

E. Written evidence of the required insurance coverage must be submitted before or upon award of the Contract. Such policy(ies) shall name the City of Odessa as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of the Contract.

F. 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.

G. 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 sections 537.600 through 537.650, RSMo., 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, RSMo., 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."

H. 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 sections 537.610.2 and 537.610.5, RSMo. as amended from time to time.

I. 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.

**18. 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.

19. **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.

20. **Safety Training.** The Contractor is informed that this project is subject to the requirements of section 292.675, RSMo., which requires all contractors or subcontractors doing work on the project to provide, and require its on site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the City Two Thousand Five Hundred Dollars (\$2500.00) plus One Hundred Dollars (\$100.00) a day for each employee who is employed without training.

- A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, RSMo., has occurred and that a penalty as described in this Section will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under the Contract.
- B. Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

21. **Prevailing Wages.** It is agreed that all labor utilized in the performance of this Contract 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 the Contract.

**22. Labor and Materials Payment Bonds.** The Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Contract conditioned upon the payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

**24. 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.

**25. 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.

26. **Buy American.** Pursuant to 34.353, RSMo., any manufactured goods or commodities used or supplied in the performance of the Contract and any subcontract of the Contract 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 product is manufactured or produced in the United States.

27. **Entire Contract.** The Contract, including this Contract Addendum, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of the Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

28. **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.

29. **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.

30. **Contact Information:** City of Odessa  
Attn: Shawna Davis, City Administrator  
228 S. 2<sup>nd</sup> Street  
Odessa, MO 64076  
Phone: 816-230-5577  
Email: Shawna.Davis@CityofOdessaMO.com

KAT Excavation, Inc.  
Attn: Steve Bailey  
309-B N. Oak  
Bates City, MO 64011  
Phone: 816-690-4611  
Email: shellyl@katexcavation.com

31. **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 the Contract or affirm the Contract and hold Contractor responsible for damages.



**EXHIBIT A**

**Contract Agreement for Odessa 2nd Street Sidewalk Improvements Phase 1, TAP-9901(440)**

**NOTICE OF AWARD**

TO: KAT Excavation, Inc.  
309 N Oak St.  
Bates City, MO 64011

PROJECT Description: TAP 9901(443) – Odessa Sidewalk Improvements, Odessa, Missouri

The OWNER has considered the BID submitted by you for the above described WORK in response to its invitation to Bid dated 12/18/2025, and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of *One Million Two Hundred Forty-Three Thousand Four Hundred Eighty-Six Dollars and Eighty-Three Cents (\$1,243,486.83)*.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTORS PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026\_.

City of Odessa

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ this the day of \_\_\_\_\_ 20\_\_ .

By \_\_\_\_\_

Title \_\_\_\_\_



# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b>	Business name/disregarded entity name, if different from above.	
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b>	City, state, and ZIP code	
	<b>7</b>	List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF ODESSA  
125 S SECOND  
ODESSA MO 64076

Missouri Tax ID  
Number: 12492213

Effective Date:  
07/11/2002

Your application for sales use tax exempt status has been approved pursuant to section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use tax only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate <u>City of Odessa</u>		Missouri Tax Exemption Number <u>1   2   4   9   2   2   1   3</u>			
	Address <u>228 S 2nd St.</u>		City <u>Odessa</u>		State <u>MO</u>	ZIP Code <u>64076</u>
	E-mail Address					
	Project Number <u>TAP-9901(443)</u>		Project Begin Date (MM/DD/YYYY) <u>0 1 / 2 4 / 2 0 2 6</u>		Estimated Project End Date (MM/DD/YYYY) <u>1 2 / 3 1 / 2 0 2 6</u>	
	Description of Project <u>Odessa, Missouri TAP-9901(443) on Mason St Street from 1st Street to 3rd Street. The project will consist of the installation of new concrete sidewalk, concrete curb and gutter, ADA compliant sidewalk ramps, street improvements, and electrical improvements along both sides of Mason Street.</u>					
	Project Location <u>Odessa Missouri, Mason St from 1st Street to 3rd Street</u>				Certificate Expiration Date (MM/DD/YYYY) <u>1 2 / 3 1 / 2 0 2 6</u>	
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.					
Signature of Authorized Exempt Entity			Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____ / ____ / _____	

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <a href="#">Section 144.062, RSMo</a> . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor <u>KAT Excavation Inc.</u>		Signature of Contractor		Date (MM/DD/YYYY) ____ / ____ / _____	
	Address <u>309 N. Oak St</u>		City <u>Bates City</u>		State <u>MO</u>	ZIP Code <u>64011</u>

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	ZIP Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____ / ____ / _____	



## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Odessa, 228 S. 2<sup>nd</sup> Street, Odessa (hereinafter referred to as the Owner) and KAT Excavation Inc. of Bates City, Missouri, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Odessa Mason Street Sidewalk Improvements Phase II  
TAP-9901(443), City of Odessa, Missouri

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be completed in commercially reasonable manor as determined by Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals in the amount of *One Million Two Hundred Forty-Three Thousand Four Hundred Eighty-Six Dollars and Eighty-Three Cents* (\$1,243,486.83).

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**City of Odessa** acting by and through the  
[Owner/Officials]

By \_\_\_\_\_  
City of Odessa

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title Here and Printed Name]

**Contractor Business Name**

By \_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Printed Name of Signatory

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title Here and Printed Name]

**CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_

as principle, and \_\_\_\_\_

as surety, are held and firmly bound unto the **City of Odessa** in the penal sum of: \_\_\_\_\_

*One Million Two Hundred Forty-Three Thousand Four Hundred Eighty-Six Dollars and Eighty-Three Cents*

DOLLARS (\$ 1,243,486.83 ) as the same may be increased by any and all changes in or additions to said contract

which may hereafter be made, lawful money of the United States, to be paid to the said **City of Odessa** or to its certain

agents, attorneys, assigns, or to the **City of Odessa** for which sums of money, well and truly to

be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these

presents.

**SEALED** with our seals and dated \_\_\_\_\_

The condition of this obligation is such that \_\_\_\_\_

**WHEREAS**, the said bounden principal has entered into a certain contract with the [**City of Odessa**]

acting by and through the **City of Odessa**, said contract being marked.

City of Odessa Mason Street Sidewalks Improvements, TAP-9901(443) Odessa, Missouri

a copy of said contract being hereto attached and made a part hereof and bearing date of \_\_\_\_\_

**NOW, THEREFORE**, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the [**City of Odessa**], which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Address – Agent or Broker

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

ATTEST: (SEAL)

\_\_\_\_\_

Name and Street Address of Agent to Whom All  
Correspondence Should be Directed Relating to  
Contract and Bond.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State





## SERVICES CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** (“Contract Addendum”) made and entered into this date, \_\_\_\_\_, by and between the City of Odessa, Missouri (the “City” or the “Owner”) and \_\_\_\_\_ (“Contractor”), as an addendum to the Contract Agreement for the Odessa Mason Street Sidewalk Improvements Phase 2, TAP-9901(443) (“Contract”), attached hereto as **Exhibit A**.

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. In addition to the obligations of the Contract, the City and the Contractor agree to the terms as provided in this Contract Addendum. All terms of the Contract shall remain in full force and effect.
2. **Addition to Work.** In addition to compensation for the Work, Owner may request and Contractor shall provide additional Work and/or services to the Owner. Additional services shall be provided only if authorized and confirmed in an addendum to this Contract in writing signed by both Contractor and Owner. If additional services are required due to circumstances beyond the Contractor’s control, the Contractor shall notify the Owner in written email prior to commencing such services. If the Owner deems that such services described are not required, the Owner shall give prompt written notice to the Contractor. If the owner indicates in writing that all or part of such additional services are not required, the Contractor shall have no obligation to provide such services. Any amendments shall be in written form and prepared and approved by the City and countersigned by the Contractor.
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 the 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 direct 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 the Contract shall be subcontracted without the written approval of the City.

5. **General Guarantee 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 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. **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.

8. **Payment. Conditioned upon acceptable performance.** Subject to the annual appropriation of the Board of Aldermen, the City agrees to pay the Contractor in progress payments for the work, pursuant to Contractor's periodic applications for payment for services, labor, materials and equipment, including stored materials, provided by the Contractor in the performance of work within 30 days of receipt of invoice from the Contractor, which shall constitute complete compensation for all work performed during the period designated in the periodic application for payment for services to be rendered under this Contract; 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 schedule and description of work set forth in **Exhibit A**. The City is exempt from sales taxes in accordance with Article 3, Section 39(10) of the Missouri Constitution.

## 9. **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 the Notice to Proceed shall constitute a breach of the Contract. The City shall provide written notice of the breach to the Contractor and Contractor shall have 30 days from the notice to correct the breach. If the breach has not been cured within such period, the City shall thereupon have the right to immediately terminate the Contract and provide written notice of the termination. The City shall give written notice of termination to the Contractor 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 the 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 the 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. In the event the Contract is terminated by either party, the Contractor is entitled to payment for work performed on the project, at the unit price of the completed work performed at the time of termination.

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

**10. Conflicts.** Any bidder or signee of the 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 the Contract. The Contractor further covenants that in the performance of the Contract no person having such interest shall be employed.

11. **Assignment.** The Contractor shall not assign any interest in the 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 the 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 the 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 the Contract, though City will attempt to so notify any such assignee. Nothing in this section shall preclude the Contractor from hiring subcontractors to perform work on this project.

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

13. **Discrimination.** The Contractor agrees in the performance of the 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.

14. **General Independent Contractor Clause.** The 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 the 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.

15. **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.

16. **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 sections 537.610.2 and 537.610.5, RSMo.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor arising out of or in any way connected with this Contract. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Contract to the Contractor.

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 made under the Fair Labor Standards Act or any other federal or state law.

**17. 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 sections 537.610.2 and 537.610.5, RSMo. to protect the City and the general public against any loss, damage and/or expense related to the Contractor's performance under the 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 Five Hundred Million 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. Reserved.

D. 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.

E. Written evidence of the required insurance coverage must be submitted before or upon award of the Contract. Such policy(ies) shall name the City of Odessa as additionally insured. Failure to maintain required insurance coverage shall be considered a breach of the Contract.

F. 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.

G. 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 sections 537.600 through 537.650, RSMo., 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, RSMo., 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."

H. 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 sections 537.610.2 and 537.610.5, RSMo. as amended from time to time.

I. 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.

**18. 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.

19. **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.

20. **Safety Training.** The Contractor is informed that this project is subject to the requirements of section 292.675, RSMo., which requires all contractors or subcontractors doing work on the project to provide, and require its on site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the City Two Thousand Five Hundred Dollars (\$2500.00) plus One Hundred Dollars (\$100.00) a day for each employee who is employed without training.

- A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, RSMo., has occurred and that a penalty as described in this Section will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under the Contract.
- B. Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

21. **Prevailing Wages.** It is agreed that all labor utilized in the performance of this Contract 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 the Contract.

**22. Labor and Materials Payment Bonds.** The Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Contract conditioned upon the payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Contract and the surety bond(s) hereto attached for its payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

**24. 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.

**25. 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.

26. **Buy American.** Pursuant to 34.353, RSMo., any manufactured goods or commodities used or supplied in the performance of the Contract and any subcontract of the Contract 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 product is manufactured or produced in the United States.

27. **Entire Contract.** The Contract, including this Contract Addendum, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of the Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

28. **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.

29. **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.

30. **Contact Information:** City of Odessa  
Attn: Shawna Davis, City Administrator  
228 S. 2<sup>nd</sup> Street  
Odessa, MO 64076  
Phone: 816-230-5577  
Email: Shawna.Davis@CityofOdessaMO.com

KAT Excavation, Inc.  
Attn: Steve Bailey  
309-B N. Oak  
Bates City, MO 64011  
Phone: 816-690-4611  
Email: shellyl@katexcavation.com

31. **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 the Contract or affirm the Contract and hold Contractor responsible for damages.



**EXHIBIT A**

**Contract Agreement for Odessa Mason Street Sidewalk Improvements Phase 2,  
TAP-9901(443)**



**RESOLUTION NO. 2026-07**

**A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH KAT EXCAVATION FOR THE DOWNTOWN SIDEWALK INFRASTRUCTURE PROJECT.**

**WHEREAS**, the City of Odessa has undertaken a multi-year effort to design and construct the Downtown Sidewalk Infrastructure Project to improve pedestrian safety, accessibility, and downtown infrastructure; and

**WHEREAS**, the project was previously advertised for bid, but limited bidder participation and bid pricing necessitated revisions to the project scope and resubmission to the Missouri Department of Transportation (MoDOT) for approval prior to rebidding; and

**WHEREAS**, following MoDOT approval, the project was rebid and bids were opened on December 18, 2025, resulting in three bids being received, with KAT Excavation submitting the lowest responsive and responsible bid; and

**WHEREAS**, the project is partially funded through \$773,000 in Missouri Transportation Alternatives Program (TAP) grant funds, with remaining costs funded through a combination of City funds, and the Board of Aldermen finds approval of this contract to be in the best interest of the City of Odessa.

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

**SECTION 1.** The construction contract between the City of Odessa, Missouri and KAT Excavation for the Downtown Sidewalk Infrastructure Project is hereby approved.

**SECTION 2.** The Mayor is hereby authorized and directed to execute the construction contract and any related documents necessary to carry out the intent of this Resolution.

**SECTION 3.** This Resolution shall be in full force and effect from and after its passage and approval.

**SECTION 4.** The City Clerk is hereby authorized to correct any scrivener's errors made in amending this Resolution.

**APPROVED AND PASSED** by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 9<sup>th</sup> day of February, 2026.

(SEAL)

ATTEST:

\_\_\_\_\_  
Bryan D. Barner, Mayor

\_\_\_\_\_  
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](mailto:odessapd@cityofodessamo.com)

## BOARD OF ALDERMEN ACTION REPORT

**ISSUE:** Acknowledge Odessa, Missouri as a Missouri Blue Shield Community

**ACTION:** Board of Aldermen adopt Resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within Odessa.

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### BACKGROUND:

On February 4, 2026, Governor Mike Kehoe announced Missouri counties, cities, and towns can now apply for Missouri Blue Shield designation for the year 2026, recognizing their commitment to enhancing public safety, strengthening support for law enforcement, and building sustainable public safety partnerships. In 2025, 201 communities earned the Blue Shield designation, including the City of Odessa.

The Blue Shield Program is part of the Governor's Safer Missouri initiative. Achieving the Blue Shield designation allows communities to access state grants for law enforcement training and equipment.

There are several steps involved in the application process.

- Passage of a resolution demonstrating a commitment to public safety, including to reduce violent crime within the jurisdiction;
- Extraordinary investments in public safety funding;
- Community policing initiatives or local partnerships to invest in and/or improve public safety;
- Law enforcement officer recruitment and retention program;
- Demonstrated effectiveness in reducing crime or innovative programs that attempt to reduce crime;
- Participates in regional anti-crime task forces, or a commitment to be a willing partner with these in the future; and
- Compliance with Missouri crime reporting and traffic stop data requirements and other related statutes.

Blue Shield Communities must maintain a commitment to public safety with annual reporting and compliance of their efforts to the Missouri Department of Public Safety.

The City of Odessa and the Odessa Police Department has made tremendous investments in public safety funding, implemented a number of innovative programs, recruitment and retentions programs, new participating in anti-crime task forces and many community policing programs.

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**FINANCIAL CONSIDERATIONS:** An adopted Resolution is a required step for jurisdictions to apply for designation as a Missouri Blue Shield Community. The designation will allow for communities to apply for specific grants related to public safety.

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**ATTACHMENTS:** Program Requirements Document, Executive Order 25-03 Document

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PREPARED BY

A handwritten signature in black ink, appearing to read "Josh Thompson".

Josh Thompson

DATED February 6, 2026

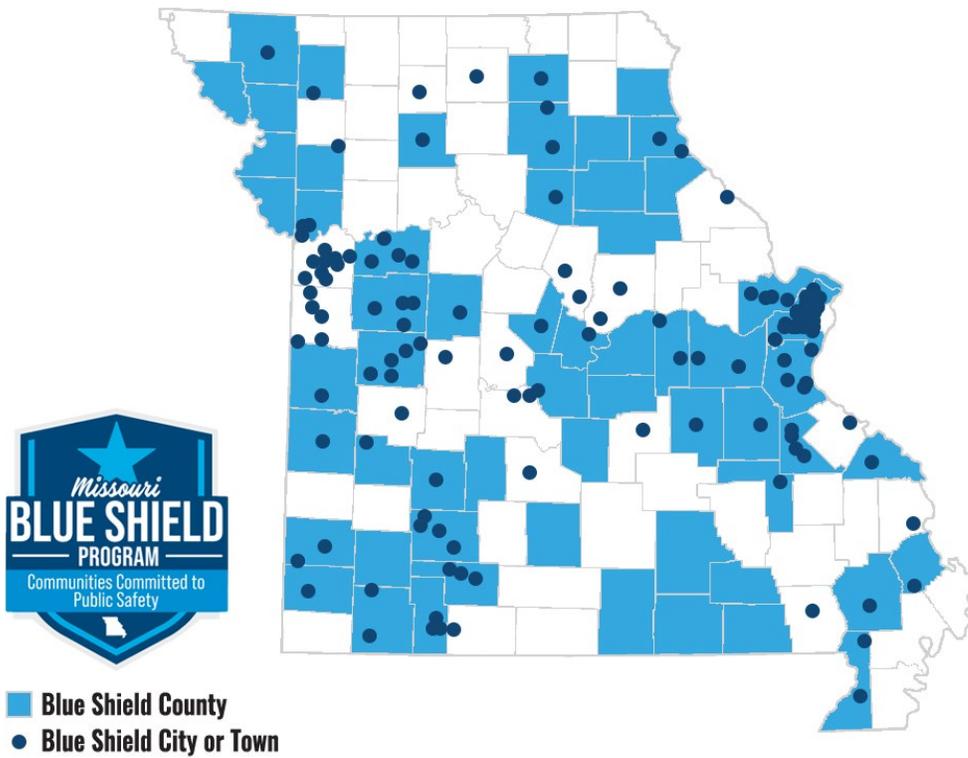


*Year 2*

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**APPLY  
NOW**

**FOR 2026  
RECOGNITION**



## EXECUTIVE ORDER 25-03

**WHEREAS**, law enforcement is essential for the safety and security of Missouri's citizens, communities, and visitors; and

**WHEREAS**, engagement between the community and law enforcement plays a critical role in reducing crime by fostering trust between residents and law enforcement; and

**WHEREAS**, local participation in widespread initiatives cultivates a sense of collective responsibility, trust, and ownership; and

**WHEREAS**, public safety is the responsibility of communities at large – not just sworn peace officers, and requires commitment from local leaders; and

**WHEREAS**, community buy-in and accountability plays a significant role in influencing criminal activity within a community; and

**WHEREAS**, a local government's commitment to enhance public safety, foster law enforcement support, and encourage community partnerships related to public safety are worth encouraging, supporting, and recognizing.

**NOW, THEREFORE, I, MIKE KEHOE, GOVERNOR OF THE STATE OF MISSOURI**, by virtue of the authority vested in me by the Constitution and the laws of the State of Missouri, hereby order the following:

1. **Establishment of the Blue Shield Program:** I hereby establish the "**Blue Shield Program**", a statewide initiative to recognize local governments that are committed to public safety within their community.
2. **Directive to the Department of Public Safety:** The Missouri Department of Public Safety shall administer the Blue Shield Program.
3. **Program Description:** A Blue Shield designation recognizes and supports a local government's efforts to enhance public safety, foster law enforcement support, and encourage community partnerships relative to public safety.
4. **Eligibility:** Local governments that meet the following criteria may be eligible for the Blue Shield Program, as reviewed and approved by the Department of Public Safety:
  - The local government's governing body has passed a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction;
  - The local government has made extraordinary investments in public safety in the last five years, or has included extraordinary funding for public safety in the current budget;
  - The community has active community policing initiatives in place or has partnered with local stakeholders in a joint effort to invest in and/or improve public safety in a significant way;
  - The local government's law enforcement agency has a police officer recruitment and retention program;
  - The local government has demonstrated effectiveness in reducing crime or created innovative programs that attempt to reduce crime;
  - The local government's law enforcement agency participates in regional anti-crime task forces, or has a demonstrated commitment to be a willing partner with them in the future; and
  - The local government's law enforcement agency is in compliance with at least the following statutes: sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.

The Director of the Department of Safety may establish additional requirements for local government participation in the program.

Applications for the Blue Shield Program shall be submitted to the Department of Public Safety and include documentation of how the local government has met all of the aforementioned requirements. The local government should also include a summary of their law enforcement agency's recent accomplishments and goals for both the coming year and upcoming five years.

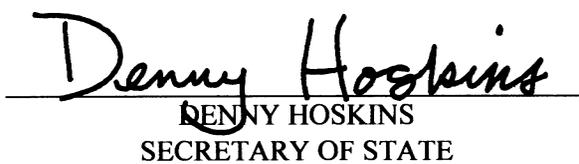
5. **Reporting and Accountability:** Any local government that receives a Blue Shield designation shall submit a brief report annually to the Department of Public Safety that describes the local government's dedication to public safety and law enforcement over the past year and its goals for the coming year. If the Department of Public Safety determines a local government no longer meets the requirements of the program, the department may withdraw the designation from the local government. The use of the program insignia is limited to currently active local governments and the Department of Public Safety. If a local government is no longer eligible for the program, they shall cease using the program insignia.

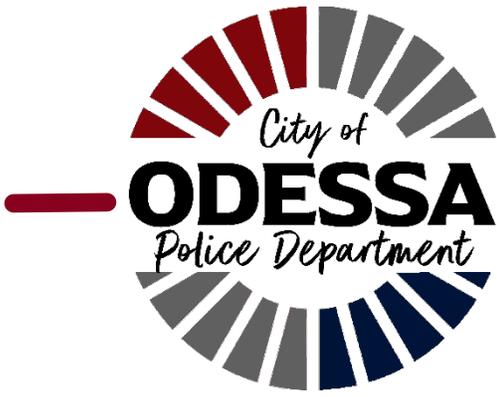


IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, on this 13<sup>th</sup> day of January, 2025.

  
MIKE KEHOE  
GOVERNOR

ATTEST:

  
DENNY HOSKINS  
SECRETARY OF STATE



# Odessa Police Department

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

**FOR IMMEDIATE RELEASE May 7, 2025**

*For more information, please contact City Administrator Shawna Davis, City, 816-230-5577, [shawna.davis@cityofodessamo.com](mailto:shawna.davis@cityofodessamo.com), or Chief of Police Josh Thompson, 816-633-7575, [josh.thompson@cityofodessamo.com](mailto:josh.thompson@cityofodessamo.com)*

## **The City of Odessa Officially Receives Missouri Blue Shield Designation**

The City of Odessa, Missouri officially received Missouri Blue Shield designation from the Missouri Department of Public Safety. This prestigious honor recognizes Missouri communities that demonstrate a steadfast commitment to enhancing public safety and supporting law enforcement.

The Missouri Blue Shield Program, created by Governor Kehoe in January 2025 through Executive Order 25-03, recognizes local governments that make significant efforts to reduce crime, foster law enforcement collaboration, and build strong community partnerships for public safety. “Public safety is the foundation of a thriving community and state. It affects everything from families feeling secure to businesses having the confidence to invest and grow,” said **Governor Kehoe**. “We designed the Missouri Blue Shield Program to recognize communities that go above and beyond in creating a place where people want to live, work, and build their futures. A Missouri Blue Shield designation is a testament to the hard work and dedication of local governments across Missouri who are leading the way in making public safety a priority.”

“The Department of Public Safety is proud to work alongside communities like the City of Odessa that have shown exceptional dedication to enhancing public safety,” said **Mark James, Director of the Missouri Department of Public Safety (DPS)**. “This program is about fostering collaboration between local law enforcement agencies and the communities they serve. Our goal is to support these efforts, providing resources and guidance to help communities build sustainable, long-term solutions for crime reduction and public safety.”

“The Odessa community feels incredibly proud to be designated a Missouri Blue Shield Community, a distinction that reflects our dedication to safety and confirms our standing as one of Missouri’s safest cities” – **Mayor Bryan Barner**.

“Achieving the Missouri Blue Shield Community designation is a significant honor for Odessa, and a testament to the dedication and hard work of the Odessa Police Department in ensuring the safety and well-being of our community” – **Chief of Police Josh Thompson**

## **Eligibility and Program Details**

Communities are eligible for a Missouri Blue Shield designation based on their dedication to reducing crime, making substantial investments in public safety, and developing strong collaboration with law enforcement agencies and community stakeholders. Each participating community's commitment will be reviewed annually to ensure continued alignment with the program's goals.

## **Participation Incentives**

Communities that earn a Missouri Blue Shield designation will receive grant funding for law enforcement training and equipment as part of Governor Kehoe's Recommended Budget for the State Fiscal Year 2026. Communities will also be featured on Governor Kehoe's social media pages as well as the DPS website to highlight their participation in the program.

## **About Odessa, Missouri**

The City of Odessa earned a Missouri Blue Shield designation due to its exceptional commitment to public safety. Through collaborative partnerships, community betterment initiatives, proactive policing practices, transparency reporting and the dedication to investing in crime prevention initiative and ensuring adequate funding for law enforcement program the Odessa community has demonstrated a strong and ongoing commitment to protecting its residents. This designation affirms the City of Odessa's effort to create a safer, more secure environment for all who live and work here.

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## RESOLUTION NO. 2026-08

### **A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, DEMONSTRATING ITS COMMITMENT TO PUBLIC SAFETY, INCLUDING A COMMITMENT TO REDUCING VIOLENT CRIME, AND AUTHORIZING THE CITY TO PURSUE MISSOURI BLUE SHIELD DESIGNATION**

**WHEREAS**, in 2025, the City of Odessa, Missouri, was awarded the Missouri Blue Shield designation in recognition of its demonstrated commitment to public safety, support of law enforcement, and collaborative crime prevention efforts; and

**WHEREAS**, public safety is a fundamental priority for the City of Odessa, ensuring the well-being and security of all residents, businesses, and visitors; and

**WHEREAS**, the City of Odessa continues to recognize the importance of proactive crime prevention, strong law enforcement support, and effective emergency management services in maintaining a safe and thriving community; and

**WHEREAS**, on February 4, 2026, Governor Mike Kehoe announced the launch of the second year of the Missouri Blue Shield designation, which recognizes cities, counties, and towns that demonstrate a strong commitment to enhancing public safety, strengthening support for law enforcement, and building sustainable public safety partnerships; and

**WHEREAS**, the Blue Shield Program is part of the Governor's Safer Missouri Initiative and provides designated communities with access to state grants for law enforcement training, equipment, and crime prevention programs; and

**WHEREAS**, achieving the Blue Shield designation allows the City of Odessa to invest in crime prevention initiatives, ensure adequate funding for law enforcement and emergency services, provide necessary equipment and personnel, enhance training and technology, support community partnerships and education programs, improve infrastructure related to safety, and expand mental health and substance abuse services; and

**WHEREAS**, the City of Odessa is committed to reducing violent crime, fostering positive relationships between law enforcement and the community, and implementing policies and programs that promote long-term public safety and well-being;

**WHEREAS**, the City of Odessa recognizes the importance of equipping its law enforcement officers with modern body cameras to enhance transparency, accountability, and public safety.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, as follows:

SECTION 1. That the City of Odessa formally demonstrates its commitment to public safety, including a commitment to reducing violent crime and supporting proactive crime prevention strategies.

SECTION 2. That the City of Odessa supports and authorizes the pursuit of the Missouri Blue Shield designation, recognizing the importance of state partnerships in strengthening local law enforcement and community safety.

SECTION 3. That the City of Odessa will actively seek funding opportunities and state grants made available through the Blue Shield Program to enhance law enforcement training, equipment, technology, and public safety infrastructure.

SECTION 4. That the City of Odessa will continue to invest in community partnerships, mental health and substance abuse services, education and awareness programs, and other initiatives that contribute to a safer, healthier, and more resilient community.

SECTION 4. That this resolution shall take effect immediately upon passage.

**APPROVED AND PASSED** by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 9<sup>th</sup> day of February, 2026.

(SEAL)

\_\_\_\_\_  
Bryan D. Barner, Mayor

ATTEST:

\_\_\_\_\_  
Karen Findora, City Clerk

## **City of Odessa – Energy Cost Adjustment (ECA)**

Purpose and Ordinance Explanation

*(For Board of Aldermen Discussion)*

### **1. What Is the Energy Cost Adjustment (ECA)?**

The Energy Cost Adjustment (ECA) is a rate mechanism authorized by City ordinance that allows Odessa to adjust electric bills to reflect changes in the City's actual wholesale power supply costs.

The ECA is designed to ensure that when the cost of purchased power increases or decreases, customer bills adjust accordingly.

Sometimes referred to as:

- Energy Cost Adjustment (ECA)
- Fuel Adjustment Clause (FAC)
- Purchased Power Adjustment (PPA)
- Power Cost Adjustment (PCA)
- Retail Energy Cost Adjustment (RECA)

MPUA Energy Cost Adjustment is passed along to the City of Odessa.

### **2. Why Does Odessa Use an ECA?**

Odessa purchases electricity through a wholesale supplier or power pool. Unlike local base electric rates, wholesale costs fluctuate frequently due to factors such as:

- Fuel price changes (natural gas, coal)
- Market demand and seasonal usage
- Regional power shortages or extreme weather
- Transmission or supplier rate adjustments

The City's electric base rate does not automatically change month-to-month. Without an ECA, Odessa could

- Under-collect revenue when wholesale costs rise, creating deficits  
OR
- Need frequent base rate increases, as frequent as quarterly, which are disruptive and difficult for customers

The ECA prevents both situations.

### 3. What the ECA Is Intended to Do

The ECA is intended to be a pass-through adjustment originally passed from MPUA to the City and then passed on to the customer, meaning:

- The City does not generate profit from the ECA
- Customers pay the true cost of wholesale energy
- The electric utility remains financially stable

The ECA separates:

- Base Rates → operations, maintenance, infrastructure
- ECA Rates → fluctuating wholesale energy costs

*“The Missouri Public Utility Alliance provides energy cost adjustments to its members, which include the Missouri Public Service Commission. These adjustments are made to reflect unanticipated changes in total generation and transmission costs. The ECA is applied when there are variations in the total cost of generation and transmission to the utility. This adjustment helps utilities account for fluctuations in wholesale prices and other costs, ensuring that customers receive the most accurate and up-to-date information on their energy bills.” – Missouri Public Utility Alliance*

### 4. Ordinance Requirement

The ordinance states:

- The City shall adjust electric rates when the supplier’s purchased power cost changes
- The City determines the change on a per-kWh basis
- The adjustment is applied beginning the next billing period

The ordinance establishes a baseline purchased power cost:

- 8.02 cents per kWh (original ordinance baseline)

For every:

- 0.01 cent change in wholesale power cost, customer bills adjust accordingly

*Sec. 48-633. – Rate adjustments*

- *Energy cost adjustment (ECA) formula. The rates established by this division for electric energy shall be adjusted any changes of rates hereafter made by the supplier of electricity purchased by the city or by any subsequent supplier. The city is hereby empowered and directed to determine the amount of said*

*change upon a per kWh basis and to thereafter, effective for the billing period next following the effective date of change of rates, increase the rates charged all purchasers of electricity from the city. For each 0.01 cent increase or decrease or major fraction thereof, in the city's monthly base purchased power cost of 8.02 cents per kWh in the three months preceding the billing period, there shall be correspondingly added to or subtracted from each customer's bill, an amount equal to 0.01 cents per kWh times the total kWh billed to the customers, on all of the city's metered kilowatt hour rates.*

## **5. Why the Ordinance Uses a Three-Month Average**

The ordinance specifies that Odessa calculates purchased power cost based on:

“the three months preceding the billing period”

This rolling average prevents sharp one-month spikes and creates rate stability by smoothing market volatility. This levels out the adjustment so customers do not experience extreme variations in the ECA charge each month.

## **6. Why is our current ECA rate increasing?**

The ultimate question at hand is why the ECA rate isn't working and why it is continuously climbing. It is recommended that your ECA rate be adjusted every 3-5 years. This is because of inflation and the cost of purchasing electricity constantly increasing. We can see that the ECA rate has climbed with the price of our MPUA invoices. At this point, it is clear that the ECA rate is in need of at least a one cent base cost increase. When the ECA is adjusted, it is important to make a parallel adjustment to the base rates. The current cost of service study for electric rates will tell us this information. If we were to make the adjustment without analyzing all aspects of our rate (base, usage and ECA) it could result in a surplus or deficit to the electric fund.

## **6. Why System Loss is Included**

System loss is included in the ECA calculations and smoothed out in order to reduce the burden on each user/billed account. In the ECA formula, loss accounts for system loss and fluctuation in the MPUA invoice.

Unbilled accounts, such as streetlights and Parks' facilities, are accounted for in the formula under kWh sold (metered accounts). By doing so we are not collecting for these accounts from residents or passing it on through the ECA. We are technically absorbing it into department costs.

Because the ECA calculation uses all metered kWh sold, it reduces the ECA adjustment for everyone by including the metered kWh that aren't billed (streetlights and parks).

## **7. Formula Breakdown**

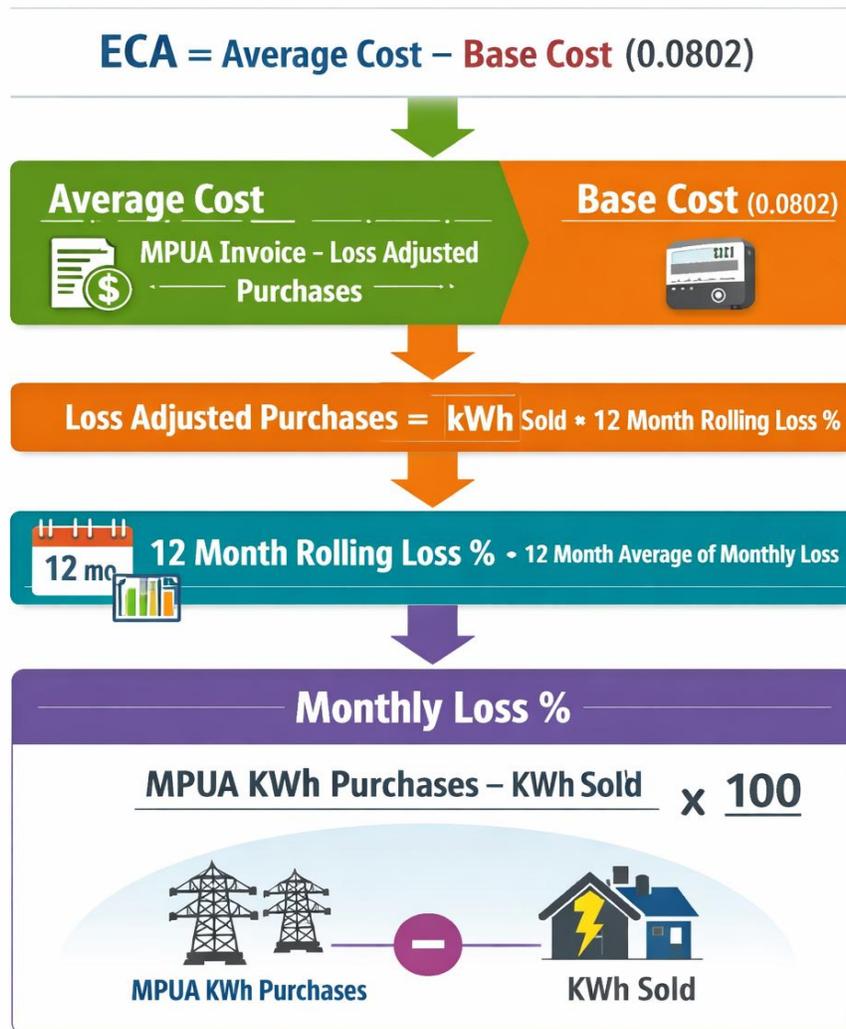
ECA = Average Cost - Base Cost (.0802)

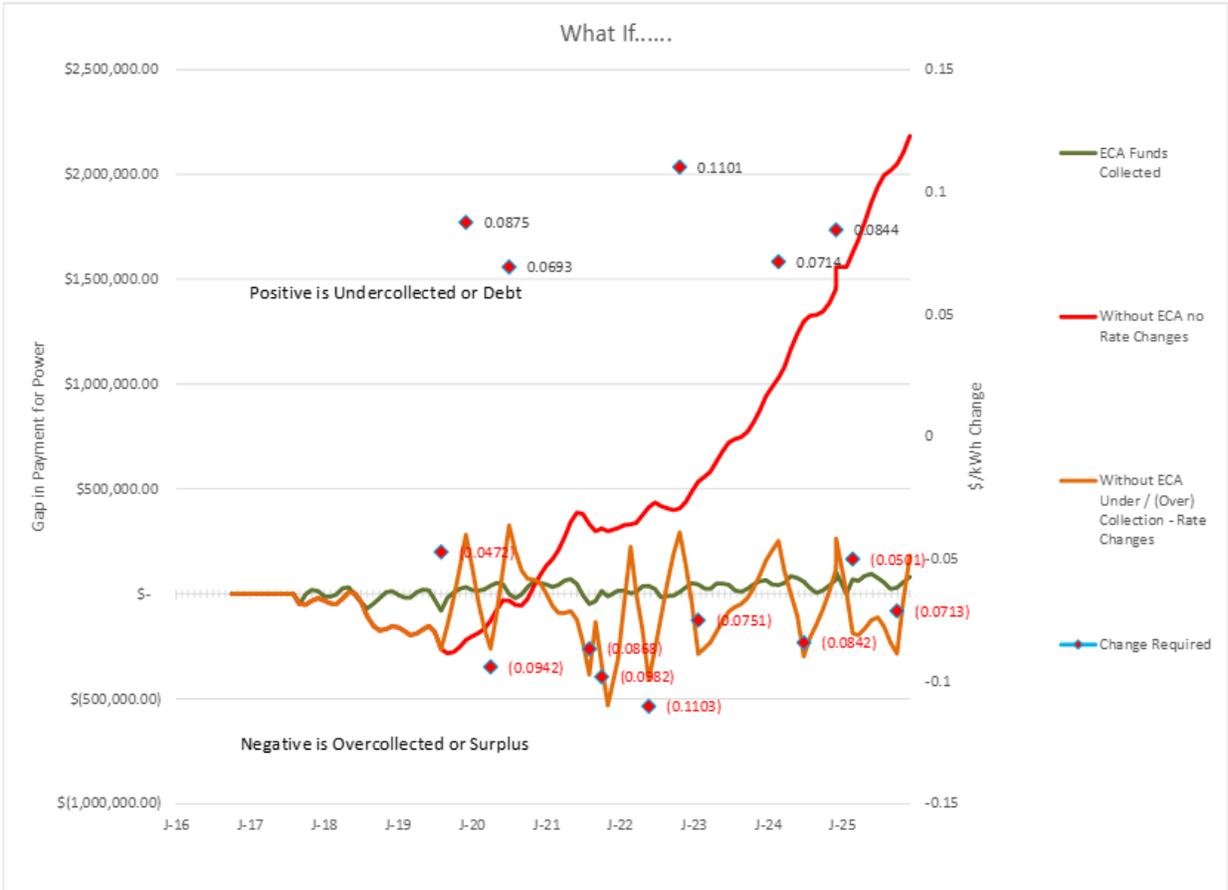
Average Cost = MPUA Invoice – Loss Adjusted Purchases

Loss Adjusted Purchases = kWh sold \* 12 month rolling loss %

12-month rolling loss % = 12-month average of Monthly loss

Monthly Loss = Percentage difference between MPUA kWh purchases and kWh sold







2200 Maguire Boulevard  
Columbia, MO 65201  
main 573-445-3279  
fax 573-445-0680  
MPUA.org

# memo

TO: MoPEP Members  
FROM: Rebecca Atkins, MPUA  
SUBJECT: Winter Storm Fern Invoice Impacts  
DATE: February 6, 2026

Winter Storm Fern caused a surge in energy prices throughout the country. MoPEP's resource portfolio helped provide a hedge against these high prices, but total costs were still about 35% above budget for the month.

At its January 27<sup>th</sup> MoPEP meeting, the MoPEP Committee approved the use of up to \$5M of reserves to provide members up to nine months to pay back the increased costs of this event.

Today's invoice includes the best approximation for the costs incurred during January 2026 and the incremental economic impact of Winter Storm Fern.

If you are able, please submit payment as usual for the total billed amount.

If you need to make use of the reserve funds, an alternative minimum bill has been calculated, which reflects the total invoice net of your allowable reserve fund use. If this option is used, subsequent invoices will carry forward the balance due at zero interest for up to nine months.

If you have questions, feel free to contact Amy Smith, [asmith@mpua.org](mailto:asmith@mpua.org) or Rebecca Atkins, [ratkins@mpua.org](mailto:ratkins@mpua.org).



2200 Maguire Blvd Columbia, MO 65201  
 main 573-445-3279, fax 573-445-0680, MPUA.org

MoPEP Invoice

Customer ID: 1067  
 Invoice #: 26919  
 Invoice Date: 2/6/2026  
 Invoice Due Date: 2/20/2026

Bill To: City of Odessa  
 PO Box 128  
 Odessa, Missouri 64076

**Make Checks Payable to:**  
**Missouri Joint Municipal**  
**Electric Utility Commission**

Peak: 9.0  
 Day: 1/24/2026  
 Hour: 20

MoPEP Service for January 2026

Description	Qty	Unit	Rate	Amount
<b>ASSET CHARGES:</b>				
January Asset Charge: Estimated	10.7	MW	\$1,700.00	\$18,190.00
December Asset Charge: Actual	10.7	MW	\$17,325.96	\$185,387.77
December Asset Charge: Paid by City	10.7	MW	-\$13,900.00	-\$148,730.00
November Asset TU Charges:	10.7	MW	\$0.00	\$0.00
Other Asset Charges:	0.0	MW	\$0.00	\$0.00
<b>Total Asset Charges</b>				<b>\$54,847.77</b>
<b>LOAD CHARGES:</b>				
January Load Charge: Estimated	4,212.0	MWh	\$95.2252	\$401,088.54
December Energy Charge: Actual	3,834.000	MWh	\$37.7092	\$144,577.07
December Energy Charge: Paid by City	3,834.0	MWh	-\$37.6943	-\$144,519.95
November Energy TU Charges	2,938.0	MWh	\$0.0000	\$0.00
Other Load TU Charges		MWh		\$0.00
<b>Total Load Charges</b>				<b>\$401,145.66</b>
<b>LOCAL TRANSMISSION CHARGES:</b>				
December Network Transmission				\$49,470.77
<b>Total Local Transmission Charges</b>				<b>\$49,470.77</b>
<b>OTHER CHARGES/CREDITS:</b>				
February Relief MUELP (56 of 60) Payment				\$6,107.24
<b>Total Other Charges/Credits</b>				<b>\$6,107.24</b>

Paying via ACH/WIRE is the preferred payment method. Please contact our accounting department at mpua-accounting@mpua.org if you need additional info to begin this payment method with MJMEUC.

**ACH/WIRE Instructions:** Commerce Bank, NA  
 ABA # 101000019  
 Account # 400150525

**Total Invoice Due** \$511,571.44

**Minimum Invoice Due** \$421,250.10

City's All-In Cost Calculation	January Estimate	December True Up	YTD thru Nov
City's All-in Cost for Energy & Capacity (\$/MWhr)	\$ 99.54 *	\$ 86.06	\$ 77.19
*Does NOT include local transmission or true ups beyond 30 days			
City's Local Transmission (\$/MWhr)	\$ -	\$ 12.90	\$ 13.29
City's Total All-In Cost (\$/MWhr)	\$ 99.54	\$ 98.97	\$ 90.48

Operating Month: December 2025

Average Hourly Load Rates (\$/MWh)

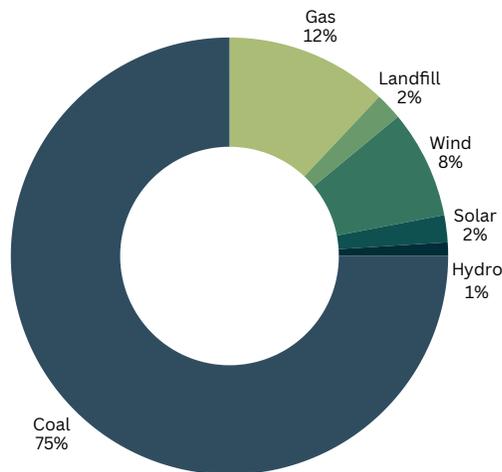
December MoPEP All-In Rate: \$78.77/MWh  
 December Asset Rate: \$17,326/MW-Month

- (Net Energy Revenue: -\$7,152)
- (Capacity Costs: \$24,478)

December Avg Load Rate: \$37.70/MWh  
 December High-Cost Hours: 6-8 AM & 4-7 PM  
 December Avoided Fuel Cost: \$12.1/MWh

HE	M	Tu	W	Th	F	Sat	Sun
1	\$32.18	\$32.56	\$27.54	\$24.37	\$31.90	\$26.95	\$25.56
2	\$29.79	\$30.51	\$26.00	\$18.11	\$31.72	\$24.59	\$22.94
3	\$30.82	\$30.63	\$26.45	\$18.57	\$29.61	\$24.41	\$20.83
4	\$31.77	\$30.30	\$26.33	\$18.89	\$28.64	\$23.71	\$21.33
5	\$36.63	\$33.65	\$30.28	\$20.58	\$28.93	\$23.52	\$24.20
6	\$43.36	\$41.90	\$32.36	\$28.39	\$37.76	\$25.34	\$28.42
7	\$58.44	\$52.34	\$38.95	\$36.64	\$48.70	\$25.88	\$30.60
8	\$57.35	\$50.28	\$42.40	\$36.33	\$42.60	\$29.38	\$34.87
9	\$52.52	\$43.09	\$39.68	\$36.76	\$36.53	\$31.26	\$35.19
10	\$49.64	\$46.88	\$40.67	\$39.12	\$38.45	\$36.52	\$36.37
11	\$46.74	\$46.30	\$37.79	\$40.00	\$38.90	\$36.96	\$36.21
12	\$50.47	\$37.35	\$37.58	\$37.06	\$34.02	\$32.06	\$34.00
13	\$38.92	\$33.34	\$33.97	\$33.26	\$30.03	\$28.58	\$33.34
14	\$36.32	\$30.72	\$32.17	\$31.20	\$30.08	\$25.23	\$31.32
15	\$34.99	\$28.32	\$31.84	\$28.42	\$28.03	\$25.33	\$28.10
16	\$37.01	\$28.12	\$33.55	\$28.91	\$30.93	\$25.30	\$28.18
17	\$50.21	\$37.47	\$44.82	\$39.43	\$44.09	\$34.42	\$45.33
18	\$66.69	\$47.92	\$54.70	\$51.06	\$54.00	\$41.98	\$69.50
19	\$51.04	\$36.12	\$41.92	\$40.51	\$38.61	\$34.56	\$53.17
20	\$46.18	\$34.14	\$37.26	\$40.04	\$34.75	\$33.52	\$46.82
21	\$45.76	\$31.12	\$36.36	\$40.41	\$34.11	\$34.81	\$45.50
22	\$38.34	\$26.19	\$32.15	\$36.63	\$31.90	\$31.59	\$40.31
23	\$34.54	\$23.19	\$29.97	\$34.52	\$30.96	\$32.94	\$36.66
24	\$28.74	\$18.28	\$26.18	\$29.92	\$25.40	\$23.87	\$30.46

December Generation (MWh)



December's actual costs came in above budget primarily due to the timing of fall outage cost hitting later than budgeted and cost overruns incurred during some of the outages.

Winter Storm Fern caused a surge in energy prices throughout the country in January. MoPEP's resource portfolio helped provide a hedge against these high prices, but total costs were still about 35% above budget for the month. The high load rate reflects the increase in market prices, while the low asset rate shows how MoPEP's resources made large energy margins that almost covered all the fixed costs for the month.

**Please join us at the  
 MPUA Board of Directors Meeting  
 on March 12th at 8:00 AM**

Regulations regarding accessory structures shall be as follows:

- (1) One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet are not required to obtain a building permit.
- (2) Accessory buildings and structures may be constructed no more than 180 days prior to the commencement of construction of the principal building or principal use served.
- (3) Accessory structures must be located on the same lot as the principal building to which they are accessory.
- (4) Accessory buildings and structures are not permitted in front yards.
- (5) Accessory buildings may not exceed the height of the principal building on the lot.
- (6) Accessory structures and buildings in any R-1 zone may not cover more than 20 percent of the required rear yard. **Steel transportation storage containers are not permitted in any residential zone.**
- (7) No accessory structure, other than a fence or wall, shall be located within any platted or recorded easement (other than a drainage easement) or over any known utility.
- (8) All accessory buildings and structures shall be considered in the calculation of lot coverage.

(Ord. No. 2884, § 2(8.309.1), 8-11-2014)

## 2025–2030 Strategic Plan Performance Measure Development

### Purpose

As part of the City’s 2025–2030 Strategic Plan, we are currently evaluating and developing a new set of performance measures to support transparent reporting, organizational accountability, and long-term progress tracking. These measures reflect both existing operational data and new indicators that are still being refined.

Baseline values will be established using Fiscal Year 2024–2025 data, and initial targets are expected to be developed during Year One implementation, beginning April 1, 2026.

### Priority Area: Community Engagement

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

#### Performance Measure: Number of social media posts and impressions

This measure is calculated as follows: (Reactions + Comments + Shares) divided by the Number of Posts during the specified period. This calculation provides a clearer understanding of the average meaningful engagements the City receives per post, enabling us to monitor the level of engagement rather than simply focusing on increasing the quantity of posts. This information can be easily gathered from the City’s Facebook page.

*Baseline (FYE March 31, 2025) = 54.1 Engagements per post*

#### Performance Measure: Number of views per follower

This measure allows us to better track and monitor the reach of our social media engagement relative to our audience size. An increase in this area would result in a further reach of information being communicated via social media. We recognize that social media is not the only platform for communication but it is a prevalent form of communication with the ability to reach countless residents and customers.

*Baseline (FYE March 31, 2025) = 17.3 Views per follower*

#### Performance Measure: Percentage of employees who have completed training in conflict resolution, cultural sensitivity and plain language communication

We are currently evaluating this measure as an indicator of internal preparedness and workforce development. Methodology will include tracking training completion through Human Resources systems and confirming participation across all departments. At this time, the Police Department is the only department attending training for this area of focus. The target for this measure is to ensure 100% of employees complete required training in conflict resolution, cultural sensitivity, and plain language communication.

*Baseline (FYE March 31, 2025) = 33.33% of all full-time employees*

**Performance Measure: Percentage increase in meeting and event participation over baseline**

The intent behind this measure is to focus on more than just communication but rather resident and customer participation. The City has goals to not only generate more opportunities for engagement but to ensure they are meaningful. The purpose here is to create more events such as community-led focus groups and collaborative problem-solving efforts. We have not previously tracked event participation in the past so this measure will require us to do so moving forward in order to fulfill this performance measure. This measure will track total annual participants and calculate the percentage increase in participation year over year. Data collection will begin on April 1, 2026, which will generate the baseline year.

*Baseline to be established during FY 2026*

**Performance Measure: Percentage of customers who indicate satisfaction in transaction-based surveys**

We are currently evaluating customer satisfaction as a key outcome-based measure. Methodology will include surveys, feedback tools, and service request follow-up data. Baseline results will establish a starting point for future improvement targets aligned with service delivery priorities. A future baseline will be developed after a transaction-based survey has been created and distributed. The survey will allow staff to see satisfaction results on a department level and an overall City level.

*Baseline to be established during FY 2026*

**Priority Area: Electric**

In five years, the City has established a reliable electrical backup system, significantly reducing outages. Business rates have been restructured to attract new industry, enhancing Odessa's reputation as a business-friendly community. Infrastructure is

prepared to support future growth, and the City may explore its own power generation capabilities.

**Performance Measure: Average outage duration (SAIDI)**

We are currently evaluating SAIDI (system average interruption duration index) as a core reliability measure to track the average duration of customer outages. Data is provided to APPA using City outage records and analyzed through the APPA reliability program. The SAIDI measure is a national standard and is calculated based on total customers served and total customer interruption minutes. We began the APPA program in July of 2024, which allows us to provide a number for the baseline year. Future targets will focus on reducing outage duration through system upgrades and operational improvements.

$$\frac{\text{Total Duration of Customer Interruptions}}{\text{Total Number of Customers}}$$

*Baseline (FYE March 31, 2025) = APPA data will be provided (technical delay)*

**Performance Measure: Outage frequency (SAIFI) reduced year over year**

We are currently utilizing SAIFI (system average interruption frequency index) to assess how often customers experience service interruptions. Methodology includes annual comparison of outage frequency rates using industry-standard reporting practices. This measure will support planning and investments aimed at reducing disruptions over the strategic plan period.

$$\frac{\text{Total Number of Customer Interruptions}}{\text{Total Number of Customers}}$$

*Baseline (FYE March 31, 2025) = APPA data will be provided (technical delay)*

**Performance Measure: CAIDI – Average restoration time per outage**

We are currently utilizing CAIDI (customer average interruption duration index) to better understand restoration efficiency following outages. Data will be collected through response and repair timelines within outage reporting systems. This measure will support operational adjustments and staffing/resource planning.

$$\frac{\text{Total Duration of Customer Interruptions}}{\text{Total Number of Customer Interruptions}} \text{ (or } \frac{\text{SAIDI}}{\text{SAIFI}} \text{)}$$

*Baseline (FYE March 31, 2025) = APPA data will be provided (technical delay)*

**Performance Measure: Increase the number of new industrial and commercial electric customers**

We are currently developing this measure to reflect economic development growth within the electric service area. Methodology will include tracking new industrial and commercial customer connections. This measure will help connect utility performance with broader strategic growth objectives. This will track the growth in new customer accounts year to year.

*Baseline (FYE March 31, 2025) = 20 accounts*

**Performance Measure: Percentage of service area converted to larger voltage (12470)**

This measure tracks the portion of the electric distribution system that has been converted to higher-voltage infrastructure. Increasing system voltage modernizes the electric network and improves overall system resilience by reducing outage risk and enhancing the system’s ability to withstand impacts such as tree limbs, wildlife contact, and weather-related events.

The percentage is calculated using mapped data from the City’s SAM GIS system by quantifying the total miles of distribution circuits operating at 12,470 volts compared to the total miles of the electric service area.

*Baseline (FYE March 31, 2025) = 54.85%*

**Priority Area: Planning**

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

**Performance Measure: Reduction in the number of variance and special exception requests**

This measure evaluates the effectiveness and clarity of the City’s zoning and development regulations. A reduction in variance and special exception requests indicates that regulations are aligned with development needs, reducing uncertainty for applicants and streamlining the development review process. Tracking this measure helps assess whether planning policies support predictable, efficient development outcomes that encourage investment and growth. It is important to note that as development activity increases, an increase in variance requests may also occur.

*Baseline (FYE March 31, 2025) = 2 variances*

**Performance Measure: Percentage of customers who indicate satisfaction in transaction-based surveys**

This measure assesses customer satisfaction with Planning Department services, including permitting, plan review, and development inquiries. Transaction-based surveys will be used to capture timely feedback following customer interactions. High satisfaction levels indicate efficient processes, clear communication, and positive customer experiences, all of which are critical to supporting development activity and economic growth.

*Baseline to be established during FY 2026 & FY 2027*

**Performance Measure: Increase in the number of building permits issued**

This measure tracks development activity within the community and serves as an indicator of economic growth and investment. An increase in building permits reflects improved development conditions, effective planning processes, and growing interest in residential, commercial, and industrial projects. This measure helps evaluate the Planning Department's role in facilitating growth and supporting a more balanced live-work community. Historically, permits have been tracked by calendar year. We are currently going through all permits, digitizing and determining the issuance date. The baseline number will likely adjust after this process has been completed.

*Baseline (2024 Calendar Year) = 187*

**Performance Measure: Zero occurrences of planning and zoning-related legal challenges**

We are currently evaluating this measure to monitor the legal stability and effectiveness of planning and zoning decisions. Legal challenges can often result from unclear, inconsistent, or misaligned ordinances and policy applications. This measure is reported as a yes or no indicator based on whether any formal planning- or zoning-related legal challenges occurred during the reporting period. Tracking this measure helps assess the clarity of regulations, the consistency of decision-making, and the overall efficiency of the Planning Department in supporting legally sound development.

*Baseline (FYE March 31, 2025) = No*

## **Priority Area: Police**

In five years, a modern, well-maintained police facility will have been constructed and will be fully staffed. The Odessa Police Department operates efficiently, collaborates effectively with other departments, and enjoys strong public support. The facility symbolizes the community's investment in safety and professionalism.

### **Performance Measure: 100% compliance with chain-of-custody procedures in audits**

We are currently evaluating this measure to ensure the proper handling, documentation, and security of evidence. Chain-of-custody compliance is assessed through internal audits that review adherence to established procedures. Full compliance supports case integrity, reduces legal risks, and reinforces professional accountability within the Police Department. Currently, our evidence inventory is managed using an outdated system that requires manual contributions. We are prioritizing and anticipate funding a new software system over the course of the 2025-2030 Strategic Plan period.

\*audit underway now – preliminary completion shows compliant for 2024

*Baseline 2024 Calendar Year = Compliant*

### **Performance Measure: Decrease in average time to retrieve case-related records**

We are currently evaluating this measure to assess operational efficiency and the effectiveness of records management processes. Digitization of historic case records plays a significant role in improving retrieval times. Currently, records from 2018 through 2025 have been digitized, with the exception of handwritten citation records. The recent implementation of a digital video storage and retrieval system has significantly reduced the time required to collect and review case-related data.

In addition, the Police Department is working collaboratively with other jurisdictions in the county to modernize the records management system. These efforts will improve tracking, reporting, and consistency in record retrieval processes. Reductions in retrieval time will reflect continued progress in technology integration, interagency coordination, and operational efficiency.

*Baseline to be established during FY 2026 & FY 2027*

### **Performance Measure: Increase in officer retention rates year over year**

We are currently evaluating this measure to assess workforce stability, organizational health, and the effectiveness of recruitment and retention efforts. Officer retention rates will be tracked annually and compared year over year. Improved retention supports operational continuity, reduces training costs, and reflects a supportive work environment

within a modern, well-equipped facility. Retention rate is calculated as the number of employees at the start of the fiscal year minus the number of employees who left during the year, divided by the number of employees at the start of the fiscal year, multiplied by 100.

*Baseline (FYE March 31, 2025) = 81.25%*

$$\text{Retention Rate} = \left( \frac{\text{Employees at start of period} - \text{Employees who left during period}}{\text{Employees at start of period}} \right) \times 100$$

**Performance Measure: Compliance with detainee safety protocols**

We are currently evaluating this measure to assess adherence to detainee safety and due process protocols. The Police Department does not currently operate a facility for detainee holding, even for short periods of time, which can create safety risks for officers, staff, and detainees during temporary custody situations. As a result, compliance is focused on procedural safeguards, including periodic audits of officer body-worn camera footage to confirm due process and appropriate handling during detainee interactions.

Implementation of a new records management system will further improve tracking and documentation of booking and detainee-related activity and support future improvements in detainee safety practices.

*Baseline (FYE March 31, 2025) = Not Compliant*

**Performance Measure: Compliance with facility security standards**

We are currently evaluating this measure to assess the security and safety of police facilities. The Police Department does not currently operate a fully secure facility and is therefore not fully compliant with facility security standards. While the current location includes video monitoring, it does not have an alarm system or additional physical security mechanisms. Compliance will be evaluated through routine security audits, identification of vulnerabilities, and implementation of corrective actions. Tracking this measure helps inform facility planning, prioritize security improvements, and support a safe environment for officers, staff, and the public.

*Baseline (FYE March 31, 2025) = Not Compliant*

**Priority Area: Streets**

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

**Performance Measure: Percentage of roads rated poor or below that receive treatment**

We are currently evaluating this measure to assess how effectively the City is addressing the most deteriorated segments of the street network. This measure focuses on roads identified as poor or below based on condition assessments and tracks the percentage of those segments that receive some form of treatment annually. Prioritizing treatment of poor-condition roads supports visible improvement, reduces further deterioration, and aligns maintenance efforts with community expectations. This measure will be critical to review annually and it is important to keep in mind that failed streets could take a heavy investment beyond what our maintenance program can provide. We are planning to utilize the City’s mapping system to track this on an annual basis but to get this started, it will require a complete, block-by-block, documented condition assessment of the streets, which will take place this Spring.

*Baseline to be established during FY 2026*

**Performance Measure: Percentage of roads rated poor or below**

We are currently evaluating this measure to track the overall condition of the street network over time. The percentage of roads rated poor or below provides a high-level indicator of system health and helps assess whether maintenance and capital investments are reducing the number of severely deteriorated road segments. A declining percentage reflects progress toward improved street conditions and long-term infrastructure sustainability. This measure has been added after analysis of the measure above. It is important to track the quantity and impact of the streets as we progress through the strategic plan.

*Baseline to be established during FY 2026*

**Performance Measure: Annual investment into street infrastructure**

We are currently evaluating this measure to track the City’s financial commitment to street maintenance, rehabilitation, and reconstruction. Annual investment levels provide context for system performance trends and demonstrate sustained support for infrastructure improvements. Consistent and strategic investment is essential to implementing the City’s multi-year street improvement plan and maintaining public confidence in progress.

*Baseline (FYE March 31, 2025) = \$145,936*

*\*Budget was reduced for FY 2025 due to commitment to the downtown sidewalk project*

**Performance Measure: Ratio of dollars spent to lifecycle extension received for street projects**

We are currently evaluating this measure to assess the cost-effectiveness of pavement preservation and rehabilitation investments. For qualifying street projects, each treatment type is assigned an estimated lifecycle extension based on industry standards. Chip seal treatments are assumed to extend pavement life by approximately four years, mill and overlay projects by twelve years, and full reconstruction projects by twenty years. Annual “lane-mile-years” gained are calculated by multiplying the number of lane miles treated by the assigned lifecycle extension for each project and summing the results across all qualifying projects.

The measure is reported as total dollars spent on these projects divided by the total lane-mile-years gained, resulting in a cost per lane-mile-year of pavement life added. Routine maintenance activities, such as crack sealing and patching, are tracked separately through preventative maintenance and maintenance spending measures.

$$\text{Cost per Lane-Mile-Year Added} = \frac{\text{Total Dollars Spent}}{(LM_{CS} \times 4) + (LM_{MO} \times 12) + (LM_{RC} \times 20)}$$

*Baseline (FYE March 31, 2025) = \$6,185 per lane-mile-year*

#### **Performance Measure: Miles of roads resurfaced each year**

We are currently evaluating this measure to track the pace and visibility of street improvements across the City. Measuring miles resurfaced and maintained annually provides a clear, tangible indicator of progress and supports transparency in communicating accomplishments to the community. This measure helps demonstrate consistent implementation of the street improvement plan. This includes both overlaid and sealed streets.

*Baseline (FYE March 31, 2025) = 4.646 lane miles*

#### **Performance Measure: Linear feet of sidewalk replaced or added annually**

We are currently evaluating this measure to track progress toward improving pedestrian infrastructure and connectivity. The City does not currently operate a formal sidewalk replacement or expansion program; however, future implementation of such a program is planned and dependent on available funding. Once established, the program will allow the City to strategically target sidewalk replacement and new sidewalk construction in areas that align with the City’s adopted connectivity and transportation planning goals.

In addition, the City plans to explore a cost-share approach for residential sidewalk replacement, potentially allowing for a 50/50 funding partnership between the City and property owners. Tracking the linear feet of sidewalk replaced or added annually will

provide a clear, measurable indicator of progress as funding becomes available and programs are implemented.

*Baseline (FYE March 31, 2025) = 0 linear feet of sidewalk*

**Performance Measure: Percentage of total maintenance spending that is preventative**

We are currently evaluating this measure to assess the City’s approach to proactive versus reactive street maintenance. Preventative maintenance spending includes investments in treatments such as chip seal, mill and overlay, and crack sealing that extend pavement life and reduce long-term costs. Reactive maintenance spending includes repairs performed in response to pavement failure, such as patching and street cuts.

The percentage is calculated by dividing total preventative maintenance expenditures by total maintenance spending and multiplying by 100. A higher percentage indicates a proactive, long-term maintenance strategy that supports improved street conditions, cost efficiency, and sustainable infrastructure management.

$$\text{Preventative Maintenance Percentage} = \frac{\text{Total Preventative Maintenance Costs}}{\text{Total Preventative Maintenance Costs} + \text{Total Reactive Maintenance Costs}} \times 100$$

*Baseline (FYE March 31, 2025) = 90%*

**Priority Area: Water**

In five years, the City will have a resilient water system supported by emergency preparedness, comprehensive system knowledge, and sustained infrastructure investment.

**Performance Measure: Percentage of critical staff trained on Emergency Response Plan (ERP) protocols annually**

We are currently evaluating this measure to ensure critical staff are prepared to respond effectively to water-related emergencies. Critical staff include all Water Department personnel, as well as upper management and administrative staff who play key roles in emergency coordination and decision-making. Training will focus on required National Incident Management System (NIMS) coursework and Emergency Response Plan protocols.

The City is currently developing a formal training plan to ensure consistent participation and documentation. Maintaining a high level of training completion supports coordinated response, clear communication, and operational continuity during emergency situations.

*Baseline (FYE March 31, 2025) = 0%*

**Performance Measure: Number of emergency water drills or exercises conducted annually**

We are currently evaluating this measure to assess emergency preparedness through practical application of the City’s Emergency Response Plan. Emergency water drills and exercises allow staff to test response procedures, communication protocols, and interdepartmental coordination under simulated emergency conditions. Higher levels of National Incident Management System (NIMS) training support scenario-based role playing and exercises, enabling staff to practice assigned roles and responsibilities during realistic incident scenarios.

*Baseline (FYE March 31, 2025) = 0*

**Performance Measure: Percentage of water system mapped and assessed for condition**

We are currently assessing this measure to enhance our understanding of the system's condition and to inform long-term infrastructure planning. We have a project underway to map the City’s water system. Once the mapping is complete, we will need to input the condition information ourselves. This will enable us to better understand the quantity of our system that needs to be replaced or upgraded. At this time, the baseline for this measure will be zero, as we have not yet completed the mapping project or included the condition data in the system.

*Baseline (FYE March 31, 2025) = 0*

**Performance Measure: Annual investment in distribution system repairs and upsizes**

We are currently evaluating this measure to track the City’s commitment to maintaining and improving the water distribution system. Annual investment levels reflect efforts to address aging infrastructure, increase system capacity, and improve reliability. Consistent investment supports long-term system performance and reduces the likelihood of service disruptions.

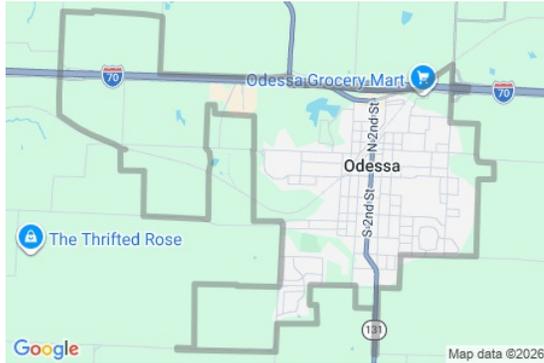
*Baseline (FYE March 31, 2025) = \$253,780*

**Performance Measure: Annual investment in plant improvements and repairs**

We are currently evaluating this measure to ensure our treatment facility remains reliable, efficient, and capable of meeting water quality standards. Our current system continuously meets state standards year after year but aging infrastructure is in need of investment to ensure that continues. Tracking annual investment in plant improvements and repairs

supports proactive maintenance, system upgrades, and regulatory compliance. This measure reflects the City's commitment to sustaining high water quality and resilient treatment operations.

*Baseline (FYE March 31, 2025) = \$111,689*



Source: ESRI®, 2025

## Population

### Population Overview

Population 2025:	5,589
Population 2030:	5,598
Female Population 2025:	2,823
Male Population 2025:	2,766
Diversity Index:	23.4

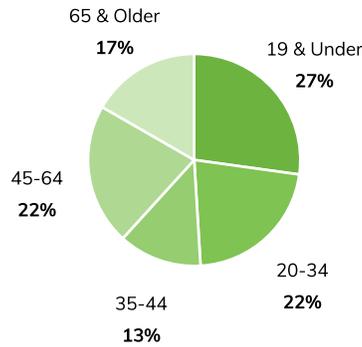
### Population By Race

White:	90%
Two or More Races:	7%
Hispanic or Latino:	3%
Black or African American:	1%
American Indian:	1%
Some Other Race:	1%
Asian:	Below 1%
Native Hawaiian or Pacific Islander:	Below 1%

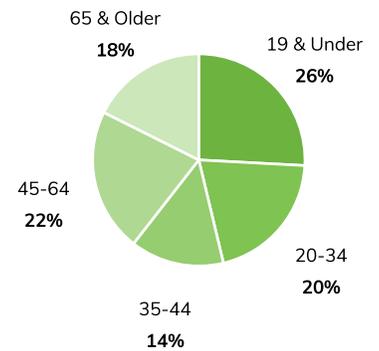
### Workforce

Total Workforce:	2,730
Employed:	100%
Unemployed:	Below 1%

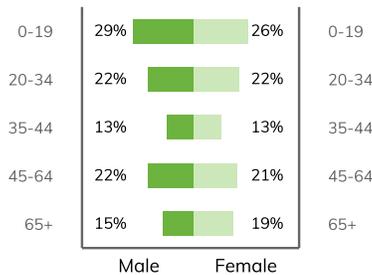
### Population By Age 2025



### Population By Age 2030



### Age & Gender 2025



### Median Age 2025



### Households



### Total Families



### Average Daily Commute



### Net Migration



## Housing Overview

2025 Median Home Value:	\$217,770
2030 Median Home Value:	\$238,386
2025 Total Housing Units:	2,302
2025 Owner Occupied Units:	1,371
2025 Renter Occupied Units:	788
2025 Vacant Units:	143
2030 Total Housing Units:	2,239
2030 Owner Occupied Units:	1,389
2030 Renter Occupied Units:	788
2030 Vacant Units:	100

## Employment by Industry

Health Care/Social Assistance:	414
Retail Trade:	356
Construction:	275
Transportation/Warehousing:	240
Educational Services:	237
Admin/Support/Waste Management Services:	226
Finance/Insurance:	200
Manufacturing:	191
Other Services:	132
Utilities:	130
Accommodation/Food Services:	103
Professional/Scientific/Tech Services:	83
Public Administration:	61
Arts/Entertainment/Recreation:	29
Real Estate/Rental/Leasing:	23
Wholesale Trade:	11
Information:	7
Agriculture/Forestry/Fishing/Hunting:	0
Mining/Quarrying/Oil & Gas Extraction:	0
Management of Companies/Enterprises:	0

## Income

### Median Household Income



### Average Household Income



### Per Capita Income



### Income Growth

Per Capita Income Annual Growth Rate	1.87%
Median Household Income Annual Growth Rate	2.36%

## Household Income Distribution

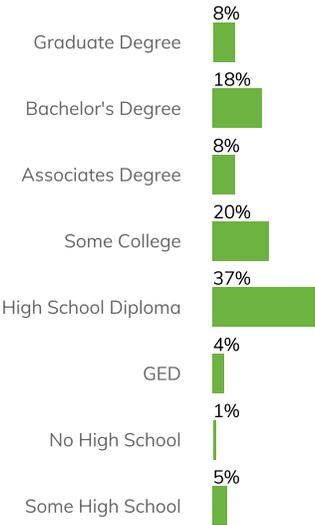


# Education

## Education Levels

Graduate Degree	288
Bachelor's Degree	648
High School Diploma	1,360

## Education Attainment 2025



Source: ESRI®, 2025