



**BOARD OF ALDERMEN
REGULAR AGENDA
Monday, May 11, 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 Bruce Whitsitt

PLEDGE OF ALLEGIANCE

Mayor Bruce Whitsitt

ROLL CALL

City Clerk Karen Findora

WELCOME TO VISITORS

Mayor Bruce Whitsitt

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

- April 27, 2026 – Regular Session

Police April Rpt.

Municipal Court April Rpt.

Community Development April Rpt.

Semi-Annual Financial Statement

MAYOR REPORT

ALDERMEN REPORT

CITY ADMINISTRATOR REPORT

PUBLIC HEARING

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

Presentation <i>Vance Brothers – 2026 Street Plan</i>	Street Plan (2026) – Micro seal vs Chip Seal Presentation <i>Chris Tompkins - Vance Brothers</i>
Motion for Approval <i>Bid No 04-26 – Electric Wiring and Cable Supply</i>	Approval of Bid No 04-26, accepting IRBY as the lowest and best bid for Electric wiring and cable supply for the Downtown Infrastructure Project. <i>Shawna Davis, City Administrator</i>
Motion of Approval <i>Acting President</i>	Election of the “Acting President” of the Odessa Board of Aldermen to serve one (1) year term. <i>Mayor Bruce Whitsitt</i>
Motion of Approval <i>Acting President</i>	Election of the “Planning Commission Liaison” of the Odessa Board of Aldermen to serve one (1) year term. <i>Mayor Bruce Whitsitt</i>
Motion of Approval <i>Finance Committee</i>	Approval of the appointment of the Finance Committee. Alderman Polson, Alderman Finch, Alderman Palmer <i>Mayor Bruce Whitsitt</i>
Recommendation & Appointment <i>Planning Commission</i>	Recommendation and Appointment or Re-Appointment of incoming Planning Commissioners: Carl Crabtree (Appointment – 2029) <i>Mayor Bruce Whitsitt</i>
Recommendation & Appointment <i>Parks and Recreation Board</i>	Recommendation and Appointment or Re-Appointment of incoming Parks and Recreation Board members: John Carmody, Jannan Bradley, & Tracy Peters (Re-appointment – 2029) <i>Mayor Bruce Whitsitt</i>
Recommendation & Appointment <i>Board of Appeals</i>	Recommendation and Appointment or Re-Appointment of incoming Parks and Recreation Board members: Sarah Hawthorne (Appointment) <i>Mayor Bruce Whitsitt</i>
Bill No 2026-20 <i>(1st & 2nd Reading)</i> <i>Prohibited Parking</i>	Introduction and readings of Bill No. 2026-20 amending prohibited parking regulations within the City of Odessa. <i>Shawna Davis, City Administrator</i>
Resolution No 2026-19 <i>Right of Refusal Agreement</i>	Proposed Resolution No. 2026-18 approving the Mayor to authorize a Right of Refusal Agreement between the City of Odessa and Advanced Industries, LLC. <i>Shawna Davis, City Administrator</i>
Resolution No 2026-20 <i>Wastewater Feasibility Study</i>	Proposed Resolution No. 2026-19 approving the Mayor to authorize a professional services agreement with Allstate Consultants to perform a wastewater feasibility study/masterplan, contingent on approval of city attorney review. <i>Shawna Davis, City Administrator</i>
Discussion <i>Parking on Dryden Street</i>	Reduced Street Parking on Dryden Street – Discussion <i>Shawna Davis, City Administrator</i>

May 26, 2026, at 6:00 p.m. Electric Rate Work Session

Next Scheduled Meeting

Aldermen – Request for New Items

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

Adjourn 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:

- May 12 @ 9:30 a.m. – Municipal Court @ Community Bldg.
- May 20 @ 7:00 p.m. – Parks Board Meeting @ Community Bldg.
- May 21 @ 6:00 p.m. – Planning Commission @ Community Bldg.
- May 25 - City Hall Closed in observance of Memorial Day
- May 26, Tuesday @ 4:30 p.m. – Finance Committee @ City Hall
- May 26, Tuesday @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
- June 8 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
- June 9 @ 9:30 a.m. – Municipal Court @ Community Bldg.
- June 17 @ 7:00 p.m. – Parks Board Meeting @ Community Bldg.
- June 18 @ 6:00 p.m. – Planning Commission @ Community Bldg.
- June 19 – City Hall Closed in observance of Juneteenth
- June 22 @ 4:30 p.m. – Finance Committee @ City Hall
- June 22 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.

Other Events:

- June 19 & 20 – Chamber of Commerce Rodeo
- July 4th Semi-Quincentennial Celebration Parade 10:00 a.m. – 1st Street
- July 4th Semi-Quincentennial Celebration Community Meal ~ Booths & Community Games @ 1912 Field ~ 11:00 a.m.
- July 4th Annual Fireworks Display @ Dyer Park ~ Activities, Food Vendors ~ 5:30 p.m. – display at dusk

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

ELECTED OFFICIALS

	Mayor Bruce Whitsitt	bruce.whitsitt@cityofodessamo.com	(816) 565-6610
Ward 1	Alderwoman Mickey Starr	mickey.starr@cityofodessamo.com	(816) 260-8448
Ward 1	Alderwoman Karla Polson	karla.polson@cityofodessamo.com	(816) 739-2224
Ward 2	Alderwoman Amy Finch	a.finch@cityofodessamo.com	(785) 418-6256
Ward 2	Alderman Mike Plachte	mike.plachte@cityofodessamo.com	(816) 263-9997
Ward 3	Alderman Forest Palmer	forest.palmer@cityofodessamo.com	(816) 815-0710
Ward 3	Alderwoman Rachel Wrenn	rachel.wrenn@cityofodessamo.com	(816) 392-6897

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 at least 72 hours in advance of the meeting to communicate their needs.

Posted May 8, 2026

City Hall & City Website

Emailed to The Odessan

Karen Findora, City Clerk

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



Odessa Police Department

310 S First Street • Odessa, MO 64076

Phone: 816-633-7575 • Fax: 816-633-7221 • odessapd@cityofodessamo.com

May 4, 2026

Shawna,

Officers worked over **763 incidents** in April.

Police Clerk Jenny Riedl and I have completed our **2025 Annual Report for the Odessa Police Department**. In my efforts for transparency and to build upon our wonderful community involvement efforts, this report will be shared publicly and updated annually. I believe an effective law enforcement organization is built behind an engaged, informed and supportive community. Police Clerk Riedl has done a very good job organizing the report, and we believe it will provide the public a synopsis of our law enforcement activities in 2025. Please check out the website for the newest and past annual reports.

The department is currently recruiting for **two police officer roles** - a patrol officer and a school resource officer. We have posted the patrol officer position, and I hope to begin interviews within the next week. The recent updates to our compensation structure, employee handbook, and job descriptions are expected to be major assets in recruitment and retention.

Codes Enforcement is currently working **47 active** enforcement cases. Codes Enforcement has **closed 58** cases for the year 2026 and taken **21 new** enforcement cases for April 2026. We would remind residents that they are required to maintain their yard grass to a height below 10". We would also remind residents not to mow grass into the streets.

The Odessa Police Department is an active member of the **Kansas City Region of the Missouri Coalition for Roadway Safety**. Membership of the MCRS helps us collaborate with MoDOT on important traffic safety initiatives. The MCRS is made up of nine counties with a mission of "Local People Solving Local Problems!" Membership allows for multiple additional traffic grant opportunities.

On April 2, 2026, School Resource Officer Andrew Lockhart and the Odessa Police Department coordinated a **docudrama mock vehicle crash** at the Odessa High School campus. The docudrama is designed to provide a serious scenario involving a fatality crash for students to learn. SRO Lockhart, Captain Leland Liese, Lieutenant Phillip Salmon, SRO Ben Brown, SRO Samantha Bell and I participated. Our police department was assisted by the Odessa R-7 School District, Odessa Fire and Rescue Protection District, Missouri State Highway Patrol, Lafayette County Sheriff's Office and Walker Tire and Tow. The event was very informative, and I believe we were able to provide valuable lessons.

April 12-18, 2026, we helped celebrate **911 Telecommunicator week** with the 911 Dispatch Center in Higginsville. The 911 Dispatch Center answers all 911 calls (land line and cell phone) for the City of Odessa. They also dispatch police, fire and emergency medical services in our community. 911 Telecommunicator week is held annually to honor public safety telecommunicators for their commitment, service, and sacrifice.

March 19-25, 2026, was **Crime Victims Rights Week**. Captain Liese and I attended a victim's rights ceremony in Lexington, Missouri hosted by the Lafayette County Prosecuting Attorney's Office. The theme of this event was "Listen. Act. Advocate. Protect Victims. Serve Communities." Since 1981, National Crime Victims' Rights Week has challenged the Nation to confront and remove barriers to achieve justice for all victims of crime. During the week we recognize the accomplishments of the victims' rights movement and reflect on how far we have come.

During April we recognize **National Child Abuse Prevention Month** and the importance of communities working together to support and strengthen families and prevent child abuse. Throughout the year, communities are encouraged to increase awareness about child and family well-being and work together to implement effective strategies that support families and prevent child abuse and neglect. I would remind everyone that anyone suspecting child abuse can contact the Missouri child Abuse and Neglect Hotline at 1-800-392-3738, or online on their website.

On April 25, 2025, we hosted our **17th National Prescription Drug Take Back Day event** since reactivating the Odessa Police Department. Too often, unused prescription drugs find their way into the wrong hands resulting in tragedy. The DEA's Take Back Day events provide an opportunity for Americans to prevent drug addiction and overdose deaths. This program allows the public to safely and anonymously dispose of your unwanted and unused pills. We also accept prescription drugs throughout the year, Monday through Friday, from 8am to 5pm. This event was successful as we delivered 80 pounds of prescription drugs to the DEA facility in Kansas City.

Respectfully,

Josh Thompson
Chief of Police & Emergency Management Director

National Crime Victims' Rights Week

APRIL 19-25, 2026

**LISTEN.
ACT.
ADVOCATE.**

PROTECT VICTIMS, SERVE COMMUNITIES.

FIFA UNITED2026

APRIL
National
CHILD ABUSE
PREVENTION MONTH



**THANK YOU
DISPATCHERS!**

THE UNSEEN HEROES OF PUBLIC SAFETY

THE GOLD LINE LIES BETWEEN THE BLUE AND RED.

They are always heard but rarely seen.
They are the heroes behind the scenes.
The calm voice in the dark.

National Public Safety Telecommunications Week

**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 did not hold court in the month of April.

Municipal Judge:	Carl Scarborough
City Prosecuting Attorney:	Andrew Ruhlman
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 May 12, 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.

<u>I. COURT INFORMATION</u>		Municipality: City of Odessa	Reporting Period: Apr 1, 2026 - Apr 30, 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				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		29	349	104
B. Cases (citations/informations) filed		1	23	9
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	4	0
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	9	1
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	0	5
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	13	6
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		30	359	107
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>			<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	0	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	3	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	330			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: City of Odessa	Reporting Period: Apr 1, 2026 - Apr 30, 2026
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<u>V. DISBURSEMENTS</u>	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.
Fines - Excess Revenue	\$0.00
Clerk Fee - Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
Total Excess Revenue	\$0.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	\$0.00
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) <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
Total Other Revenue	\$0.00
No Data Available	
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	
\$0.00	
Bond Refunds	
\$0.00	
Total Disbursements	
\$0.00	



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

Planning & Zoning Meeting

April 16, 2026 regular meeting

NEW BUSINESS

- A. **(PUBLIC HEARING)** RZ-04-2026: Request from property owner Greenup Holdings, LLC, Bruce Bellington, to approve Rezoning from Agricultural (Lafayette County) to I-1 (Light Industrial) for 25.96 +/- acres located along W. Main St.
Parcel #: 23-1.0-02-0-000-001.000
Approval of the requested rezoning, if granted, would not take effect unless and until the subject property is annexed into the City.

Motion carried to **APPROVE** rezoning recommendation;
4-Ayes, 0 Noes

- B. **(PUBLIC HEARING)** RZ-05-2026: Request from property owner Greenup Holdings, LLC, Bruce Bellington, to approve Rezoning from Ag (Agricultural) to I-1 (Light Industrial) for 32.932 +/- acres located along W. Main St.
Parcel #: 23-1.0-02-1-000-044.010

Motion carried to **APPROVE** rezoning recommendation;
4-Ayes, 0 Noes

C. ORDINANCE ACCEPTING SANITARY SEWER INFRASTRUCTURE

Motion carried to **APPROVE**; 4-Ayes, 0 Noes

OLD BUSINESS

Parking and Driveway-Continued discussion.

April 23, 2026 special meeting

NEW BUSINESS

A. **(PUBLIC HEARING) Amend Chapter 50; Section 50-58** of the City of Odessa Code of Ordinance to amend off-street parking for single-family dwellings within the City of Odessa, Missouri.

Motion carried to **APPROVE**; -6 Ayes, 0 Noes

B. **REPLAT / RP-02-2026 / PARCEL # 22-3.0-06-0-000-032.000 and PARCEL # 22-3.0-06-0-000-042.000 /510 E. ORCHARD STREET & 406 S. JOHNSON DRIVE / LOT 1 / LOT 2 / LOT 3 / ASHER MEADOWS**

Motion carried to **APPROVE**; -5 Ayes, 1 No.

OLD BUSINESS

Parking and Driveway-Continued discussion.

The next regular Planning & Zoning meeting is May 21, 2026.

Board of Adjustment Meeting

None

Active Projects

Taco Bell

New Construction Permits

601 Mason Ct. (Multi-Family)

603 Mason Ct. (Multi-Family)

Other Permits Issued

Accessory structure	1
Electric	1
Fence	4
Plumbing/Sewer	7
Pool	4
Signs	2
Other	2
Total	21



City of Odessa, Missouri
Fiscal Year 2025-2026

**Semi-Annual Statement of Receipts, Expenditures and Indebtedness of the City
Period of October 1, 2025 to March 31, 2026**

October 1, 2025 to March 31, 2026	Revenues	Expenses
Fund: 10 - General	1,929,082	2,079,932
Fund: 11 - ARPA	1,070,938	589,732
Fund: 20 - Electric	3,056,215	3,920,518
Fund: 30 - Water	751,306	824,909
Fund: 40 - Waste Water	1,162,637	827,622
Fund: 50 - Parks	363,041	267,723
Fund: 51 - Parks Development	6,400	-
Fund: 60 - Debt Services	-	-
Fund: 70 - Capital Improvement Sales Tax	630,910	128,864
Fund: 80 - Transportation Tax	185,582	100,584
Total of All Funds	9,156,112	8,739,885

Indebtedness of the City - Balances at March 31, 2026

Financing Lease Obligations	2,132,000
Revenue Bonds	2,065,000
Loans	8,068,800
Total	12,265,800

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

I certify that, to the best of my knowledge, these statements depict a true and accurate accounting of the City of Odessa, Missouri for the six-month period ending March 31, 2026.

/s/ Cathy J Thompson, Finance Director

Affidavit of Publication

Date: April 16, 2026

STATE OF MISSOURI
COUNTY OF LAFAYETTE

} ss

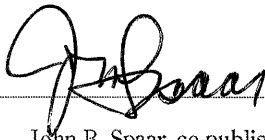
John B. Spaar, being duly sworn according to law, states that he is the co-publisher of The Odessan (a combination and continuation of The Missouri Ledger and The Odessa Democrat) a weekly newspaper located, printed and published in the City of Odessa in Lafayette County, Missouri; that said newspaper,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

First Insertion: April 16, 2026

Second Insertion:

Third Insertion:

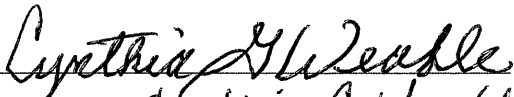
Fourth Insertion:



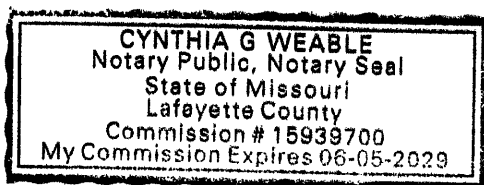
John B. Spaar, co-publisher

Subscribed and sworn to before me this day of
April 16, 2026

Witness my hand and official seal.



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



Bid No. RFP 04-26 - Electric Wire and Cable Supply

The City of Odessa, MO, seeks proposals from qualified vendors interested in providing a electric wire and cable supply for the Electric Department. Full RFP details are available at www.cityofodessamo.com. Proposals should be submitted by 10:30 a.m. April 30, 2026. For additional information, please contact City Finance Director, Cathy Thompson at cathy.thompson@cityofodessamo.com or at 816/230-5577 ext. 5

Published in *The Odessan*, Odessa, Missouri, Thursday, April 16, 2026.

Technical Requirements:

All materials must:

- Meet or exceed applicable ANSI, ASTM, UL and NEC standards
- Be new, unused, and free from defects
- Be clearly labeled with manufacturer specifications
- Include manufacturer data sheets upon request

Submittal of Bids

Proposals must include the following:

Company Information

- Legal business name and address
- Contact person and contact information
- Years in business
- Description of relevant experience supplying electric materials

Pricing

- Unit pricing by wire type, size (AWG/kcmil) and insulation type
- Reel/spool pricing
- Bulk or contract pricing discounts
- Delivery fees and minimum order requirements
- Price escalation terms (copper/aluminum index adjustments if applicable)

Delivery and Availability

- Standard delivery times
- Emergency or same-day availability
- Local or regional inventory availability

References

- At least three (3) municipal or utility clients

Compliance

- Proof of insurance
- Applicable licenses or certifications

Bidders shall submit bids to:

**Troy Woutzke, Electric Superintendent
Odessa City Hall
228 S 2nd Street
Odessa, Missouri, 64076**

Bids will be accepted until 10:30 a.m. on Thursday, April 30, 2026.

Bids shall be submitted in a sealed envelope clearly marked with “*RFP 04-26 Electric Wire and Cable Supply*”, the bidder’s company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the bid may not be withdrawn for a period of forty-five (45) days after the date of bid opening without the express written consent of the City.

Bid Opening

All bids will be accepted until 10:30 a.m. at Odesa City Hall, located at 228 S 2nd Street, Odessa, MO 64076, on Thursday, April 30, 2026.

There will be no public bid opening.

Specific Requirements for Bids

Anti-Discrimination Against Israel

Section 34.600, RSMo., requires the City to ensure that contractors are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or 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. Successful bidders will be required to execute a sworn affidavit affirming these facts before entering into a contract.

City Business License Requirement

Bidders are informed that the successful bidder may be required to obtain or prove possession of a valid business license issued by the City of Odessa pursuant to Chapter 12 of the City Code.

United States and Local Products Preference

Bidders are informed that the Missouri Domestic Products Procurement Act (Sections 34.350 to 34.359, RSMo) requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at \$25,000 or more, to be manufactured or produced in the United States.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted, and bids submitted that do not correspond to the specifications provided with the Invitation for Bids will be rejected as non-responsive.

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Odessa, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Troy Woutzke, Electric Superintendent, an e-mail at troy.woutzke@cityofodessamo.com, requesting an interpretation or correction of the Invitation for Bids documents not later than April 20, 2026. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record not less than April 25, 2026 five (5) days prior to bid opening.

Questions Regarding Technical Specifications

Any and all questions regarding the technical specifications shall be directed to Troy Woutzke, Electric Superintendent, via e-mail at troy.woutzke@cityofodessamo.com. Any material changes to the bid specifications arising as a result of such questions shall be approved by the City in writing and mailed or delivered to each bidder of record not less than five (5) days prior to bid opening.

Prices

All prices shall be F.O.B. destination 228 S 2nd Street, Odessa, Missouri, 64076. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

Payment

All items, including labor and materials for the Work, will be paid in a single lump sum payment, less a five percent (5%) retainage (unless a 10% retainage is permitted according to statute), to the successful bidder within thirty (30) days after the latest of the following occurrences:

- The date of delivery of the materials or construction services purchased;

- The date upon which the written invoice for such materials and services is delivered by hand, or by U.S. Mail, to the Finance Director at **228 S 2nd Street, P.O. Box 128, Odessa, Missouri, 64076**; or
- In the event that the contractor approves the City's estimate, the date upon which notice of the contractor's written approval of the City's estimated price is duly delivered by hand, or by U.S. Mail, to the Finance Director at **228 S 2nd Street, P.O. Box 128, Odessa, Missouri, 64076**.

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 8.960 and 8.962, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Sections 8.960 and 8.962, RSMo, and in accordance with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Sections 8.960 and 8.962, RSMo.

April 9, 2026

City of Odessa
City Hall
228 S 2nd Street
P.O. Box 128
Odessa, MO 64076

Troy Woutzke, Electric Superintendent
Troy.woutzke@cityofodessamo.com
816-633-5521



City of Odessa

228 S Second Street • PO Box 128 • Odessa, MO 64076
 Phone: 816-230-5577 • Fax: 816-633-4985 • info@cityofodessamo.com
 www.cityofodessamo.com

BID TABULATION

Project Name:	Electric Wire + Cable Supply
Bid Number:	RFP 04-26
Date & Time of Opening:	4-30-2026 10:30
Location:	Odessa City Hall

Bidder Name	Base Bid Amount	Alternate/Options	Available Start Date	Notes
Advanced Digital Solutions	143,631 ²⁰			+ shipping
Wesco	124,615. ⁴⁵			All Items In Stock
Border States	123,015. ⁹⁴			
Erby	119,585 ⁸⁸			2 week lead time

Staff Signature	
Staff Signature	
Staff Signature	
Attendees:	Scott Villas - Navigate



STUART C IRBY BR653 NEOSHO
 12628 EAST HIGHWAY 86
 NEOSHO MO 64850-7832
 417/455-2160

Quotation

QUOTE DATE	ORDER NUMBER
04/13/26	S014566401
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO. 1

SOLD TO:
 ODESSA MUNICIPAL POWER PLANT
 PO BOX 128
 ODESSA, MO 64076-0128

SHIP TO:
 ODESSA MUNICIPAL POWER PLANT
 900 W DRYDEN ST
 ODESSA, MO 64076-0128

ORDERED BY: DARREN ELLISON

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
243888			HUNTER CONNELLY		
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA		
STEVEN A HEN	04/13/26	Yes	DIRECT		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UDM	Ext Amt
			***** Shipping Instructions *****		
			* ** ALL THE #6 AND SMALLER WILL HAVE *		
			* TO BE STANDARD REELS ONLY*** *		

1000FT		1	^CUWI 8 THHN STR GRY 1000 REEL 2 WKS	556.000M	556.00
1500FT		2	CUWI 6 THHN STR GRY 500 REEL	856.000M	1284.00
3625FT		3	^CUWI 4 THHN STR GRY-CUT	1311.000M	4752.38
2500FT		4	^CUWI 3 THHN STR GRY 2500 REEL	1652.000M	4130.00
1500FT		5	CUWI 12 THHN STR ORG 500 SPOOL	196.000M	294.00
3500FT		6	CUWI 10 THHN STR ORG 500 SPOOL	300.000M	1050.00
500FT		7	CUWI 12 THHN STR BLU 500 SPOOL	196.000M	98.00
3210FT		8	^CUWI 4 THHN STR BLUE-CUT	1310.000M	4205.10
2425FT		9	^CUWI 3 THHN STR BLUE-CUT	1652.000M	4006.10
500FT		10	CUWI 12 THHN STR BRN 500 SPOOL	196.000M	98.00
1000FT		11	CUWI 10 THHN STR BRN 500 SPOOL	300.000M	300.00
1500FT		12	CUWI 8 THHN STR BRN 500 REEL	556.000M	834.00
4500FT		13	CUWI 6 THHN STR BRN 500 REEL	856.000M	3852.00
2000FT		14	CUWI 12 THHN STR GRN 500 SPOOL	196.000M	392.00
10000FT		15	CUWI 1 THHN STR GRN 2500 REEL	300.000M	3000.00
3500FT		16	CUWI 8 THHN STR GRN 500 REEL	556.000M	1946.00
8500FT		17	CUWI 6 THHN STR GRN 500 REEL	856.000M	7276.00
9260FT		18	CUWI 6 THHN STR GRN - CUT	1310.000M	12130.60
4900FT		19	CUWI 3 THHN STR GRN - CUT	1652.000M	8094.80
2500FT		20	CUWI 6 THHN STR RED 2500 REEL	856.000M	2140.00
1350FT		21	^CUWI 4 THHN STR RED-CUT	1310.000M	1768.50
1440FT		22	^CUWI 3 THHN STR RED-CUT	1652.000M	2378.88
2440FT		23	^CUWI 2 THHN STR RED-CUT	2068.000M	5045.92
1500FT		24	CUWI 6 THHN STR BLK 500 REEL	856.000M	1284.00
1350FT		25	CUWI 4 THHN STR BLK- CUT	1310.000M	1768.50
***	Continued	on	Next Page	***	



STUART C IRBY BR653 NEOSHO
 12628 EAST HIGHWAY 86
 NEOSHO MO 64850-7832
 417/455-2160

Quotation

QUOTE DATE	ORDER NUMBER
04/13/26	S014566401
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO 2

SOLD TO:
 ODESSA MUNICIPAL POWER PLANT
 PO BOX 128
 ODESSA, MO 64076-0128

SHIP TO:
 ODESSA MUNICIPAL POWER PLANT
 900 W DRYDEN ST
 ODESSA, MO 64076-0128

ORDERED BY: DARREN ELLISON

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON		
243888			HUNTER CONNELLY		
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA		
STEVEN A HEN	04/13/26	Yes	DIRECT		
ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/UOM	Ext Amt
1440FT		26	CUWI 3 THHN STR BLK- CUT	1652.000M	2378.88
2440FT		27	CUWI 2 THHN STR BLK- CUT	2068.000M	5045.92
1000FT		28	CUWI 8 THHN STR PURPLE	556.000M	556.00
2000FT		29	CUWI 12 THHN STR WHT 500 SPOOL	196.000M	392.00
7500FT		30	CUWI 10 THHN STR WHT 2500 REEL	300.000M	2250.00
3000FT		31	CUWI 8 THHN STR WHT 1000 REEL	556.000M	1668.00
8000FT		32	CUWI 6 THHN STR WHT 1000 REEL	856.000M	6848.00
8170FT		33	^CUWI 4 THHN STR WHITE-CUT	1310.000M	10702.70
6340FT		34	^CUWI 3 THHN STR WHT-CUT	1652.000M	10473.68
2440FT		35	CUWI 2 THHN STR WHT- CUT	2068.000M	5045.92
3500FT		36	CUWI 10 THHN STR YEL 500 SPOOL	300.000M	1050.00
14EA		37	SPECIAL WIRE CHARGE (ANY MFR) (Inv	35.000EA	490.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: <https://www.irbyutilities.com/terms>. Additional or conflicting terms are rejected, void, and of no force or effect.

Subtotal	119585.88
S&H CHGS	0.00
Sales Tax	0.00
TOTAL	119585.88

** Reprint ** Reprint ** Reprint **



STUART C IRBY BR653 NEOSHO
 12628 EAST HIGHWAY 86
 NEOSHO MO 64850-7832
 417/455-2160

Quotation

QUOTE DATE	ORDER NUMBER
04/13/26	S014566401
REMIT TO: STUART C. IRBY CO. POST OFFICE BOX 843959 DALLAS TX 75284	PAGE NO 3

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243888			HUNTER CONNELLY
INSIDE SALESPERSON	REQD DATE	FRGHT ALLWD	SHIP VIA
STEVEN A HEN	04/13/26	Yes	DIRECT

Terms and Conditions of Sale for Quotes

A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).

B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.

C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.

D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.

E. Seller is not responsible for the design of the project or any goods supplied.

F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.

G. Pre-shipment of anchor bolts is plus freight.

H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.

I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.

J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.

K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.

L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.

M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.

N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARS, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

COMPANY INFORMATION:

- STUART C IRBY /DBA IRBY UTILITIES
12628 EAST HWY 86
NEOSHO MO 64850

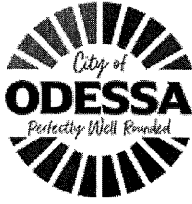
CONTACT INFORMATION:

- INSIDE SALES-STEVEN HENDRICK
P:417-291-0651 EMAIL: SHENDRICK@IRBY.COM
- OUTSIDE SALES-HUNTER CONNELLY
P:417378-1850 EMAIL: HCONNELLY@IRBY.COM

YEARS IN BUSINESS: 100

REFERENCES:

- CITY OF SPRINGFIELD CITY UTILITIES
- LACLEDE ELECTRIC-LEBANON AND WAYENSVILLE
- CENTRAL MISSOURI ELECTRIC COOP-SEDALIA MO



City of Odessa

228 S Second St • PO Box 128 • Odessa, MO 64076

Phone: 816-230-5577 • cityofodessamo.com

Invitation for Bids

The City of Odessa, Missouri (“City”), is inviting bids from qualified vendors for the following project:

RFP 05-26 – Electric Wire and Cable Supply

Statement of Intent

The City intends to solicit proposals from qualified vendors to supply electrical wire and cable for public works, utilities and municipal infrastructure projects.

Scope of Work

The selected vendor(s) shall furnish and deliver copper THHN electrical wire according to the following specifications:

Color		Feet	Color		Feet
Grey	#8	850	Red	#6	2,050
	#6	1,225		#4	1,350
	#4	3,625		#3	1,440
	#3	2,500		#2	2,440
Orange	#12	1,180		Black	#6
	#10	3,030	#4		1,350
Blue	#12	340	#3		1,440
	#4	3,210	#2	2,440	
	#3	2,425	Purple	#8	790
Brown	#12	380	White Neutral	#12	1,900
	#10	900		#10	7,300
	#8	1,400		#8	3,000
	#6	4,370		#6	7,640
Green	#12	1,900		#4	8,170
	#10	9,340		#3	6,340
	#8	3,030		#2	2,440
	#6	8,380	Yellow	#10	3,365
	#4	9,260			
	#3	4,900			

PLEASE SEE NOTE REGARDING STANDARD REELS ON SIZES #6 AND SMALLER.

All the #6 and smaller will have to be standard reels only.

Technical Requirements:

All materials must:

- Meet or exceed applicable ANSI, ASTM, UL and NEC standards
- Be new, unused, and free from defects
- Be clearly labeled with manufacturer specifications
- Include manufacturer data sheets upon request

Submittal of Bids

Proposals must include the following:

Company Information

- Legal business name and address IRBY UTILITIES
- Contact person and contact information -STEVEN HENDRICK INSIDE SALES
- Years in business-100 YEARS
- Description of relevant experience supplying electric materials -DISTRIBUTOR FOR ALL MO MUNI AND COOPS

Pricing

- Unit pricing by wire type, size (AWG/kcmil) and insulation type
- Reel/spool pricing
- Bulk or contract pricing discounts
- Delivery fees and minimum order requirements -FREIGHT ALLOWED
- Price escalation terms (copper/aluminum index adjustments if applicable)

Delivery and Availability

- Standard delivery times - 2 WEEK LEAD TIME DIRECT SHIPMENT FROM MANUFACTURER
- Emergency or same-day availability
- Local or regional inventory availability

References

- At least three (3) municipal or utility clients - CITY OF SPRINGFIELD, CITY OF WEST PLAINS, LACLEDE ELECTRIC COOP

Compliance

- Proof of insurance
- Applicable licenses or certifications

Bidders shall submit bids to:

Troy Woutzke, Electric Superintendent
Odessa City Hall
228 S 2nd Street
Odessa, Missouri, 64076

Bids will be accepted until 10:30 a.m. on Thursday, April 30, 2026.

Bids shall be submitted in a sealed envelope clearly marked with “*RFP 05-26 – Electric Wire and Cable Supply*”, the bidder’s company name, and the date and time for bid opening clearly and legibly marked on the outside.

Products and prices included in the bid may not be withdrawn for a period of forty-five (45) days after the date of bid opening without the express written consent of the City.

Bid Opening

All bids will be publicly opened and read aloud at City Hall on Thursday, April 30, 2026 at 10:30 a.m.

Specific Requirements for Bids

Anti-Discrimination Against Israel

Section 34.600, RSMo., requires the City to ensure that contractors are not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or 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. Successful bidders will be required to execute a sworn affidavit affirming these facts before entering into a contract.

City Business License Requirement

Bidders are informed that the successful bidder may be required to obtain or prove possession of a valid business license issued by the City of Odessa pursuant to Chapter 12 of the City Code.

United States and Local Products Preference

Bidders are informed that the Missouri Domestic Products Procurement Act (Sections 34.350 to 34.359, RSMo) requires manufactured goods or commodities used and supplied in the performance of a contract for construction, alteration, repair, or maintenance of any public works, which contract is valued at \$25,000 or more, to be manufactured or produced in the United States.

General Provisions Related to the Bidding Process

Substitute Materials or Work

Substitute materials or work shall not be permitted and bids submitted that do not correspond to the specifications provided with the Invitation for Bids will be rejected as non-responsive.

Reservation of Rights

The City reserves the right to accept or reject any or all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the City of Odessa, and to make any investigations as are deemed necessary to determine the ability of a bidder to perform the Work.

Errors and Omissions by the City

No bidder shall be permitted to use to his or her advantage any error or omission in this Invitation for Bid or related specifications.

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Troy Woutzke, Electric Superintendent, an e-mail at troy.woutzke@cityofodessamo.com, requesting an interpretation or correction of the Invitation for Bids documents not later than April 20, 2026. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record not less than five (5) days prior to bid opening.

Questions Regarding Technical Specifications

Any and all questions regarding the technical specifications shall be directed to Troy Woutzke, Electric Superintendent, via e-mail at troy.woutzke@cityofodessamo.com. Any material changes to the bid specifications arising as a result of such questions shall be approved by the City in writing and mailed or delivered to each bidder of record not less than five (5) days prior to bid opening.

Prices

All prices shall be F.O.B. destination 228 S 2nd Street, Odessa, Missouri, 64076. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

Payment

All items, including labor and materials for the Work will be paid in a single lump sum payment, less a five percent (5%) retainage (unless a 10% retainage is permitted according to statute), to the successful bidder within thirty (30) days after the latest of the following occurrences:

- The date of delivery of the materials or construction services purchased;
- The date upon which the written invoice for such materials and services is delivered by hand, or by U.S. Mail, to the Finance Director at 228 S 2nd Street, Odessa, Missouri, 64076; or
- In the event that the contractor approves the City's estimate, the date upon which notice of the contractor's written approval of the City's estimated price is duly delivered by hand, or by U.S. Mail, to the Finance Director at 228 S 2nd Street, Odessa, Missouri, 64076.

Bidders are informed that the successful bidder shall comply with the Missouri Public Prompt Payment Act (Sections 8.960 and 8.962, RSMo) regarding payments to subcontractors and material suppliers in relation to the contract awarded as a result of this Invitation for Bids.

The City expressly reserves its rights to withhold, in good faith, payment or final payment in accordance with Sections 8.960 and 8.962, RSMo, and in accord with the contract awarded as a result of this Invitation for Bids. Final payments will be made in accordance with Sections 8.960 and 8.962, RSMo.

April 9, 2026

City of Odessa
City Hall
228 S 2nd Street.
Odessa, MO 64076

Troy Woutzke, Electric Superintendent
Troy.woutzke@cityofodessamo.com
816-633-5521



City of Odessa

Board of Aldermen Action Report

228 S Second St • PO Box 128 • Odessa, MO 64076
Phone: 816-230-5577 • cityofodessamo.com

ISSUE:

Consideration of Ordinance No. 2026-20 amending Chapter 46 (Traffic and Vehicles), Appendix A, Section 46A-3 – Schedule III (Parking Prohibited) of the Code of Ordinances for the City of Odessa, Missouri.

ACTION REQUESTED:

Approval of Ordinance No. 2026-20 to amend prohibited parking regulations by adding and removing designated no parking areas within the City of Odessa, on Lakeview Drive Road and Cobb Avenue.

BACKGROUND:

Due to current and future traffic flow concerns, the addition of the residential neighborhood known as “The Hill,” and the anticipated increase in traffic volume and population in the area, staff recommends modifications to existing parking restrictions to improve traffic safety and vehicle movement on the 100 block of Lakeview Drive Road.

While reviewing the ordinance, it was noticed that parking is currently restricted on the North and South sides of Cobb Avenue between Advanced Industries and Valero Convenience Store. Due to the parking concerns surrounding Advanced Industries and based on the width of Cobb Avenue, no parking could be restricted to just the South side of the street and would allow for traffic to flow and parking to be accommodated.

The proposed ordinance would:

- Add “No Parking” restrictions on both the east and west sides of Lakeview Drive Road in the 100 block.
- Remove the existing “No Parking” restriction on the north side of West Cobb Avenue in the 100 block.

These changes are intended to improve roadway safety, maintain adequate traffic flow, and better accommodate current neighborhood conditions.

FINANCIAL CONSIDERATIONS:

NONE

ATTACHMENTS:

Ordinance 2026-20

PREPARED BY:

Shawna Davis, City Administrator

DATE:

May 11, 2026

AN ORDINANCE AMENDING CHAPTER FORTY-SIX “46” (TRAFFIC AND VEHICLES), APPENDIX A. (TRAFFIC SCHEDULES), SECTION 46A-3 – SCHEDULE III (PARKING PROHIBITED) OF THE CODE OF ORDINANCES, CITY OF ODESSA, MISSOURI

WHEREAS, the Board of Aldermen is authorized by 79.110, RSMo., to enact and ordain any and all ordinances not repugnant to the constitution and laws of the State, and such as they shall deem expedient for the good government of the City, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants of the City;

WHEREAS, Traffic safety is a priority, and due to the traffic flow, the addition of a residential neighborhood (The Hill), and the anticipated increased population of the area, prohibited parking will benefit traffic flow; and

WHEREAS, no parking signs will be added on both the East and West sides of Lakeview Drive Road in the 100 block; and

WHEREAS, no parking signs will be removed on the North side of West Cobb Avenue, in the 100 block.

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

SECTION 1: That the Code of Ordinances, City of Odessa, Missouri, is hereby amended within Section 46A-3 – Schedule III (Prohibited Parking), to have the following rows added and removed:

<i>Name of Street Parked On</i>	<i>Section of Street Prohibited</i>
Lakeview Drive Road	East side of 100 block
Lakeview Drive Road	West side of 100 block
Cobb Avenue	North side of West 100 block

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval.

SECTION 3: The provisions of this Ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this Ordinance.

SECTION 4: The City Clerk is hereby authorized to correct any scribes’ errors

made in amending the City Code.

SECTION 5: All existing ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of the conflict.

READ TWICE and PASSED by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa, this 11th day of May 2026.

CITY OF ODESSA

ATTEST:

Karen Findora, City Clerk

Bruce Whitsitt, Mayor



City of Odessa

Board of Aldermen Action Report

228 S Second St • PO Box 128 • Odessa, MO 64076
Phone: 816-230-5577 • cityofodessamo.com

ISSUE:

Approval of a Right of Refusal Agreement between the City of Odessa and Advanced Industries, LLC to allow for the vacation of Street Right of Way (ROW). The agreement outlines the necessary process, which includes vacating the right of way (ROW). It also states that if the property is sold or the ROW is no longer needed, the City has the right to repurchase it for \$10 and rededicate the ROW. for E. Marlow St. between N. 1st Street and the alley between 1st Street and Russell St.

ACTION REQUESTED:

Approve/deny Resolution No 2026-19 authorizing a Right of Refusal agreement between the City of Odessa and Advanced Industries to vacate a portion of E. Marlow Street indefinitely.

BACKGROUND:

Advanced Industries, one of the largest employers in the City of Odessa, has been experiencing significant growth over the past year, nearly doubling its workforce to close to 200 employees. This expansion has led to challenges such as growing pains and parking issues, particularly as the business borders a residential neighborhood.

To address these concerns, the proposal includes closing E. Marlow and creating a fence between the residential and industrial areas. This would establish a transition barrier between the two zones and allow the company to make necessary adjustments to its site, including improvements for storage and employee parking. This plan aims to ensure that no employee parking occurs in the residential area.

In 2018, there were discussions between the City and Advanced Industries about closing the entire four-block intersection for the company, but no official agreement was reached at that time.

The agreement outlines the necessary process, including the steps for vacating the ROW. It also stipulates that if the property is sold or if the ROW is no longer required, the City has the right to repurchase it for \$10 and reestablish the ROW.

FINANCIAL CONSIDERATIONS:

NONE

ATTACHMENTS:

Resolution No. 2026-19; Right of Refusal Agreement

PREPARED BY:

Shawna Davis, City Administrator

DATE:

May 11, 2026

RIGHT OF FIRST REFUSAL

THIS AGREEMENT made this ____ day of _____, 2026, by and between THE CITY OF ODESSA, a fourth-class City of the State of Missouri (hereinafter “City”) and ADVANCED INDUSTRIES, LLC, duly organized under the State of Missouri and has authority to enter into written agreements pertaining to those items for which it is organized (hereinafter "Advanced")

WHEREAS, upon seeking a parking resolution, it was proposed that a portion of E. Marlow Street (“Street”) next to its facilities be closed to the public, to be used for employee parking and material storage, such portion of the Street described herein in Exhibit A (the “Property”); and

WHEREAS, the Board of Aldermen of the City of Odessa approved the vacation of the Street by Ordinance No. _____ on _____, 2026; and

WHEREAS, the City is willing to transfer the Street to Advanced but shall do so subject to having a right of first refusal to purchase the Street if Advanced is no longer in need of additional employee parking.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION the receipt and sufficiency being acknowledged, it is agreed:

1. This Agreement shall be in full force and effect only if the Board of Aldermen of the City of Odessa approve the vacation of the Street and this Agreement.
2. The term of this Agreement shall remain open until the City refuses to accept the Street or until the City accepts the Street, whichever occurs first. If the City purchases the Street pursuant to the terms provided herein, the Parties agree that the Street’s sell price to the City shall be no more than ten dollars (\$10).
3. During the Term of this Agreement, Advanced hereby grants the City a right of first refusal on the Street in accordance with the terms below (“Right of First Refusal”).
4. During the Term, if Advanced receives either a) a bona fide written offer by a willing third party, which Advanced intends to accept, to purchase all or part of the Street, or b) a purchase agreement which Advanced intends to enter into to purchase all or part of the Street (collectively, “Offer”), Advanced shall give written notice to the City at the address provided below accompanied by a copy of such Offer at least thirty (30) days before the date of contemplated sale. Advanced may also offer the Street to the City for no more than ten dollars (\$10) if Advanced no longer utilizes the Street for employee parking.
5. Within thirty (30) days after receipt of the written notice, the City shall have the right to notify Advanced that it is exercising its Right of First Refusal and will purchase the Street for no more than ten dollars (\$10). The City’s written notice of its exercise of its

Right of First Refusal shall be given to Advanced at the address provided below. Closing of the sale to the City shall be made in accordance with the commercially reasonable closing practices of the City.

6. If the City fails to exercise its Right of First Refusal within the time stated above, this Right of First Refusal shall have no more force and effect and Advanced may proceed with the sale of the property to a third party.
7. If the City exercises its Right of First Refusal, Advanced shall cooperate with the City to ensure that the proper procedures to accept and dedicate the Street are followed. Proper procedures may include but not limited to Planning and Zoning Commission consideration and Board of Aldermen approval.
8. Time is of the essence of this Agreement.
9. Notices. Any notice, request or demand herein provided for or given hereunder, if given by the parties hereto, shall be effective (a) when delivered in person to the recipient named below, (b) one day after timely deposit with a responsible overnight courier to the recipient named below, or (c) five days given if mailed by postage paid, certified mail return receipt requested as follows:

City: City of Odessa, Missouri
City Administrator
228 S 2nd Street
Odessa, MO 64076

Advanced: Advanced Industries, LLC
301 R.L. Kelly Street
Odessa, MO 64076

10. Miscellaneous.

- (a) Entire Agreement. This Agreement is the entire Agreement among the parties and, when executed by the parties, supersedes all prior agreements, understandings, and communications, either verbal or in writing, between the parties with respect to the subject matter contained herein.
- (b) Amendments. This Agreement may not be amended, modified, or changed except by written instrument signed by all the parties.
- (c) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, legal representatives, successors and permitted assigns.

- (d) Captions. All captions and headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, or otherwise affect this Agreement.
- (e) Counterparts. This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (f) Waiver. Any failure by a party to comply with any obligation, agreement or condition herein may be expressly waived in writing by each of the other parties, but such waiver or failure to insist upon strict compliance with such obligation, agreement or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.
- (g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal domestic laws of the State of Missouri, without reference to choice of law principles. Jurisdiction of any and all claims or actions arising from this Agreement shall be in Lafayette County, Missouri.
- (h) Severability. If any term, provision, or condition of this Agreement is determined by a court or other judicial or administrative tribunal to be illegal, void or otherwise ineffective or not in accordance with public policy, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- (i) Interpretation. In the event of a dispute or disagreement arising under this Agreement, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party on the ground that such party drafted or caused to be drafted this Agreement.
- (j) Assignment. Advanced shall not assign this Agreement except with the written approval of the City of Odessa, which shall require the City and the assignee to enter into an agreement offering the City a Right of First Refusal under terms substantially similar to the terms listed in this Agreement.

IN WITNESS WHEREOF, this Agreement has been made the date and year written above.

CITY OF ODESSA, MISSOURI

ADVANCED INDUSTRIES, LLC

By: _____
Bruce Whitsitt, Mayor

By: _____

Print Name: _____

Title: _____

EXHIBIT A

[insert legal description or boundaries of street]
Street highlighted in green and outlined





RESOLUTION NO. 2026-19

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN THE CITY OF ODESSA AND ADVANCED INDUSTRIES, LLC FOR THE VACATION OF A PORTION OF E. MARLOW STREET

WHEREAS, Advanced Industries, LLC (“Advanced”) has experienced significant growth and expansion within the City of Odessa, Missouri, resulting in increased employee parking and operational needs; and

WHEREAS, upon parking issue discussion, a resolution was proposed regarding the vacation of a portion of E. Marlow Street between N. 1st Street and the alley between 1st Street and Russell Street for use as employee parking and material storage; and

WHEREAS, the proposed street vacation would establish a transition barrier between the adjacent industrial and residential areas and help alleviate parking concerns within the surrounding residential neighborhood; and

WHEREAS, the City and Advanced desire to enter into a Right of First Refusal Agreement to ensure that, should the property no longer be needed for such purposes or be offered for sale, the City shall retain the right to repurchase the property for the purpose of reestablishing public right of way; and

WHEREAS, the Agreement outlines the terms and procedures governing the City’s right of first refusal regarding the vacated right of way.

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

SECTION 1. The Mayor is hereby authorized to execute a Right of First Refusal Agreement and any related documents necessary to carry out the intent of this resolution.

SECTION 2. The Right of First Refusal Agreement pertaining to the vacation of a portion of E. Marlow Street between N. 1st Street and the alley between 1st Street and Russell Street is hereby approved.

SECTION 3. The City Clerk is hereby authorized to correct any scrivener’s errors made in amending the Resolution.

APPROVED AND PASSED by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 11th day of May, 2026.

(SEAL)

ATTEST:

Bruce Whitsitt, Mayor

Karen Findora, City Clerk



City of Odessa

Board of Aldermen Action Report

228 S Second St • PO Box 128 • Odessa, MO 64076
Phone: 816-230-5577 • cityofodessamo.com

ISSUE:

Approval of a professional services agreement with Allstate Consultants for a wastewater feasibility study, contingent on approval of city attorney comments.

ACTION REQUESTED:

Approve a professional services agreement with Allstate Consultants LLC for the preparation of a wastewater facility planning study.

BACKGROUND:

The City of Odessa is evaluating long-term wastewater system improvement options to address aging infrastructure and future operational needs. A primary focus of this study is to evaluate the feasibility, costs, and potential operational savings associated with decommissioning the older South Wastewater Treatment Facility and redirecting flows to the North Wastewater Treatment Facility.

The engineering study will also evaluate the alternative of rehabilitating and continuing operation of the South Wastewater Treatment Facility. Additional analysis may include coordination of smoke testing and sewer camera work to better understand system conditions and inflow/infiltration concerns.

The City has applied for funding assistance through the Missouri Department of Natural Resources (MDNR) Clean Water Engineering Report Grant program. If awarded, the grant is expected to reimburse approximately \$50,000 of the facility planning study costs. The remaining balance would be funded through local wastewater utility funds.

Under the proposed agreement, Allstate Consultants LLC will provide professional engineering and planning services for the Wastewater System Improvements Facility Plan. Services include:

- Evaluation of redirecting wastewater flows to the North Wastewater Treatment Facility and closure of the South Wastewater Treatment Facility;
- Evaluation of rehabilitating and continuing operation of the South Wastewater Treatment Facility;
- Coordination and analysis of smoke testing and/or sewer camera inspections;
- Coordination with the Missouri Department of Natural Resources and other regulatory agencies;
- Development of a facility plan in accordance with MDNR requirements; and
- Assistance identifying future funding opportunities for wastewater improvements.

FINANCIAL CONSIDERATIONS:

Not to exceed \$65,500 - \$50,000 to be reimbursed by DNR Engineering Grant contingent on final approval,

ATTACHMENTS:

Resolution No. 2026-20; Allstate Consultants professional services agreement

PREPARED BY:

Shawna Davis, City Administrator

DATE:

May 11, 2026

**CITY OF ODESSA
228 SOUTH 2ND STREET
ODESSA, MISSOURI 64076**

**AGREEMENT BETWEEN OWNER
AND ENGINEER**

THIS AGREEMENT, made this _____ day of _____, in the year of Two Thousand and Twenty-Six between the CITY OF ODESSA, hereinafter called the Owner,

and

ALLSTATE CONSULTANTS LLC
30601 HIGHWAY 5
MARCELINE, MISSOURI 64658

hereinafter called the Engineer.

PROJECT

Title: WASTEWATER SYSTEM IMPROVEMENTS

SCOPE OF WORK PLANNING

Allstate Consultants LLC is to provide planning purposes for completing facility plan for Wastewater System Improvements. The Engineer shall meet with the Board or Owner designated person as necessary to discuss the work in progress. The Engineer shall coordinate the required design of the wastewater collection and treatment facility improvements with the Missouri Department of Natural Resources (MDNR) and other Government Agencies as required. The Engineer shall provide technical support to the Owner with possible funding sources. Basic services found in Article 1, Item A, Planning Phase – Engineering Report Development.

Items believed to be evaluated include cost analysis for:

- A. Preliminary evaluation of re-directing flow to the North Wastewater Treatment Facility and closing the South Wastewater Treatment Facility.
- B. Evaluation of remodeling the South Wastewater Treatment Facility and keeping it in operation.
- C. Coordination and analysis of smoke testing and/or camera work (provided by others).

Other phases of the work such as Basic Design Phase, Construction Document Phase, Bidding Phase, Construction Services, and Additional Services will have to be authorized by the Owner by a separate Amendment to this Agreement and fully executed by the Owner, Engineer, and Funding Agency if applicable.

COMPENSATION

THE ENGINEER shall provide professional services for this Project in accordance with the Terms and Conditions of this Agreement and the OWNER'S shall compensate the Engineer, in accordance with the Terms and Conditions of this Agreement, as follows:

If the funding agencies require a different Engineering Contract format or language, a Contract Amendment will be executed. Final costs shown To Be Determined (TBD) will be identified and Contract Amended upon final project scope, costs, and Preliminary Engineering Report with MDNR Approval.

BASIC SERVICES: Compensation for Facility Plan shall be \$ 62,500.00. Compensation for Basic Services shall be completed based on the attached Rate Schedule and Final Scope – Attachment I for a Not-To-Exceed Cost. Article I Items. If Additional Services need to be added to the Scope, then an Amendment to this Agreement will be executed by the Owner, Engineer, and Agency as necessary.

Time frame for completion of the Facility Plan submittal to the MDNR for comment shall be within 18 months from the time of award.

Time for completion of Basic Design submittal to the MDNR shall be within one year of Easement Acquisition, Environmental Clearances, and the MDNR approval of the Facility Plan or as outlined and agreed upon by the Owner and Engineer.

If the time frame specified cannot be obtained, the Engineer shall notify the Owner in writing prior to the end of the time frame.

CONSTRUCTION SERVICES: Compensation for Construction Phase Services shall be completed based on the attached Rate Schedule – Attachment I for a Not-To-Exceed Cost - Article II Items are TBD.

ADDITIONAL SERVICES: Compensation for Additional Services shall be completed based on the attached Rate Schedule - Attachment I for a Not-To-Exceed Cost - Article III Items are TBD.

REIMBURSABLE EXPENSES: Compensation for Reimbursable Expenses shall be limited to those items listed below and shall be computed as follows:

Compensation for Reimbursable Expenses shall Not-To-Exceed Cost – Article I Items are TBD. See attached Rate Schedule: January 1, 2026 – Attachment I.

Prior to bidding, the Engineer will provide one (1) hard copy and one (1) electronic copy of the facility plan will be submitted to MDNR. The Engineer will provide three (3) hard copies of plans and specifications, of which 3 sets and one (1) electronic copy will be submitted to MDNR for approval. Upon project completion, one (1) electronic copy of record construction plans will be submitted to MDNR. Engineer shall be reimbursed for additional construction document sets requested by the Owner at the actual cost of printing and postage less retained deposits.

ENGINEER'S PAYMENT SCHEDULE

A. BASIC SERVICES

Engineer will invoice owner no more frequently than on a monthly basis. Payments for Engineer's Basic Services shall be due within 45 days of receipt of invoice. (See Article I – Basic Services)

Facility Plan.....	payments not to exceed \$ <u>62,500.00</u>
Design Phase Completion.....	payments not to exceed \$ <u>TBD</u>
Construction Documents Phase.....	payments not to exceed \$ <u>TBD</u>
Bidding Phase	payments not to exceed \$ <u>TBD</u>

Engineer’s payment will be determined by hourly rate schedule in Attachment I with a not-to-exceed cost as listed above.

The Owner shall make payment to the Engineer in accordance with §8.960, RSMo.

B. CONSTRUCTION SERVICES

When the Engineer provides resident inspection, the Engineer will, prior to the preconstruction conference, submit documentation showing the total dollar amount that reflects and details out the hourly amount plus any expense the Engineer would incur for resident inspection for the project and a resume of the resident inspector’s qualifications, anticipated duties and responsibilities. Both the total dollar amount and the resume will be subject to the approval by the Owner. The Owner agrees to pay the Engineer for inspection services at an hourly amount plus expenses, to be agreed upon and approved prior to the time construction contracts are awarded.

Once each month, the Engineer will render a bill to the Owner properly documenting the expenses for such services. The itemized bill will include services performed during the previous month and will be due and payable by the Owner within 30 days from the date the bill is rendered.

C. ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSE

Payments for Reimbursable Expenses and/or Additional Services approved in accordance with the provisions of Article III of the Agreement shall be made monthly upon presentation of the Engineer's statement of services rendered. Engineer’s payment will be determined by hourly rate schedule in Attachment I.

D. PAYMENTS, SUMS WITHHELD

No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors. If for any reason, the Owner intends to withhold payments to the Engineer, the Owner shall notify the Engineer in writing of the reason to withhold payment at least seven days by certified mail prior to the due date of payment. The Payment is due within 45 days of date on invoice to Owner.

If the Owner fails to make any payment due to the Engineer within 60 days for services and expenses, then the Engineer shall be entitled to the legal rate of interest, as specified in 34.057 RSMo. The provision shall not apply to Article X.

E. ALTERNATIVE PAYMENT SCHEDULE

When authorized in writing by the Owner, payments may be made monthly upon presentation of the Engineer's statement of services rendered in proportion to the amount of services performed, provided that the compensation at the completion of each Phase of Basic Services shall not exceed the limits set out above.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ENGINEER

ARTICLE I BASIC SERVICES

The Engineer's Basic Services consist of the Phases described as follows and include, but are not limited to, normal civil and structural engineering services. The Engineer shall generally obtain approval of the Owner's Representative or their designated staff member before proceeding with each phase. The Owner however understands portions of each phase will overlap, and the Owner shall not hinder the Engineer's work in progress by trying to abide by the tentative phase schedule described below:

A. PLANNING PHASE – ENGINEERING REPORT

1. Engineering Plan will be completed in accordance with 10 CSR 20-8.110 Engineering – Reports, Plans, and Specifications.
2. Engineering Plan will include consideration of a impacts to existing wastewater facilities.
3. Engineering Plan will include hydraulic and organic loads for existing and ultimate conditions.
4. Coordinate any other surveys, environmental, subsurface, historic or archeological surveys. Owner shall pay for land survey, environmental studies, subsurface studies, and geotechnical investigations as additional costs.

5. Coordinate Inflow and Infiltration (I&I) Studies including Smoke Testing and possible Sewer Video Work. Services shall be provided by other or at an additional cost.
6. Evaluate options as necessary to meet proposed new NPDES Effluent Limits, if applicable.

B. DESIGN PHASE – DESIGN DEVELOPMENT

1. Prepare Summary of Design for Owner and MDNR, if required and only if an Amendment to this Agreement is executed by the Owner, Engineer, and Agency as necessary, for review and comment. It is believed facility plan will be funded in part within MDNR Clean Water Engineering Report Grant and local funds.
2. Review expected probable costs or range of costs for the proposed improvements. Owner understands the Engineer is not responsible for actual construction costs.
3. Obtain Owner approval of the preliminary plans. Owner shall be responsible to review and comment on the preliminary work and shall notify the Engineer of potential problems noted.
4. Obtain MDNR approval of the preliminary plans and design as required.
5. Provide coordination of Geotechnical Studies as required for the proposed Construction.

C. CONSTRUCTION DOCUMENT PHASE – FINAL DESIGN

1. Provide technical support to the Owner for obtaining the required permits.
2. Complete the final drawings, contract documents, and specifications.
3. Review construction budget.
4. Obtain Owner approval of final design documents. Owner shall be responsible for the review and comment of reports, plans, specifications, and contract documents and shall notify the Engineer of potential problems noted.
5. Obtain MDNR and/or other required agency approval.

D. BIDDING PHASE

1. Coordinate with the Owner advertising and obtaining bids from Contractors.
2. Coordinate Pre-bid Conference/answer technical questions from the Contractors.
3. Attend Bid Letting and act as Owner's Representative at the Bid Letting.
4. Review bids with the Owner.

5. Provide technical support for awarding of contract.
6. Attend and act as Owner's representative at the Pre-Construction Conference.
7. Owner shall pay directly for any advertising costs.

ARTICLE II CONSTRUCTION SERVICES

A. CONSTRUCTION SERVICES

1. Construction services may include but shall not be limited to on-site construction observation, submittal reviews, liaison work between Owner and Contractor, change order reviews, partial pay application reviews, testing observations, documents as defined, and other necessary items as defined below.
2. The Engineer or Engineer's Representative will be available to provide construction observation/engineering services as necessary when work is in progress. Engineer or Engineer's Representative will observe work and provide such professional services as Engineer deems necessary or as directed by Owner and shall be defined as full time. Examples of critical construction times necessary for the Engineer or Engineer's Representative to be present shall include but not be limited to observation of: foundation subgrade soils and/or aggregate, reinforcing steel placement, concrete forms placement, concrete placement, welding activities, weld grinding activities, all buried construction, painting/coating procedures, piping tie-ins, disinfection procedures, testing, hydrostatic testing, start-up, and activities.
3. Construction services will commence with the award of the Construction Contract and will terminate with final acceptance by the Owner, or upon completion of project record drawings.
4. Advise and consult with the Owner and to act on behalf of the Owner to the extent necessary unless otherwise notified by the Owner.
5. Provide initial baseline survey and establish bench marks adjacent to the site following Construction Contract award as part of the Basic Services.
6. Provide on-site construction observation. Construction observer shall be selected, employed and directed by the Engineer and shall have access to the site at all times. The Engineer may recommend rejection of work which does not conform to the Construction Documents. Whenever the Engineer considers it necessary or advisable to confirm the requirements of the Construction Documents, he may request approval of the Owner for special testing or inspection.

7. Review submittals, samples, information or other submittals for equipment and supplies for conformance with the design concept of the project and the Construction Documents. However, the Engineer will not guarantee nor be responsible for the performance or work of any Contractor.
8. Review change order requests submitted by the Contractor and consult with the Owner, as necessary prior to approval or disapproval of the said change orders. After Engineer's approval, these will be forwarded to the Owner.
9. Review partial Pay Estimates submitted by contractor and consult with the Owner as necessary prior to approval of the Pay Estimates. The Engineer shall recommend payment on the basis of work complete to date; and that to the best of the Engineers knowledge, information, and belief, the quality of work is in accordance with the Construction Documents. After Engineer approval, these will be forwarded to the Owner. Such certification shall not be deemed to represent that the Engineer has made any examination to ascertain how and for what purpose the Contractor has used the monies paid.
10. Act as liaison between Owner and Contractor.
11. Observe test results of materials, supplies and equipment on the construction site.
12. Prepare Consultant's Certifications or similar documents required by MDNR for the completed project that indicates the project has been constructed basically in accordance with the plans and specifications.
13. The Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work in accordance with the Construction Documents. Nor shall the Engineer be responsible for acts or omissions of the Contractor or Subcontractors, or any other person performing the work. Engineer shall be paid additional fees if Contractor's construction time is extended and Engineer is required to be on site to observe construction and/or perform construction administration services.
14. During the warranty period of twelve (12) months upon Owner acceptance, the Engineer shall work with the Owner to secure correction of any defects that become apparent. If said services are a result of errors or omissions in design prepared by the Engineer, the time required by the Engineer will be at no cost to the Owner. If said services are provided to correct defects resulting from defective material or poor workmanship provided by the Contractor, said services shall be considered Additional Services and the Engineer shall be compensated accordingly. The Engineer shall provide at least one site visit within the warranty period and shall notify the Owner in writing of any items of concern noticed during the visit. Nothing in this Contract shall be construed to prohibit the Owner from seeking reimbursement from the Engineer for construction costs necessary to fix defects because of designs in error or omission by Engineer. Engineer shall not be responsible for faulty information provided by the Owner and shall be compensated for extra work created from incorrect or faulty information provided by Owner.

15. Providing revisions of drawings, specifications or other documents when such revisions are required by changes to previously approved design criteria.
16. Providing consultation concerning replacement of any work damaged by fire or other causes during construction.
17. Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
18. Coordinate with special consultants other than Basic Engineering Services such as geotechnical, environmental, testing or comparative studies on other prospective sites.
19. Engineer shall develop record drawings based upon on-site observed construction and Contractor's records.

ARTICLE III ADDITIONAL SERVICES

Additional Services not listed below shall be provided only upon prior written authorization by the Owner's Representative and shall be paid for by the Owner as hereinbefore provided. The Owner shall notify the Engineer in writing of Additional Services listed below that the Engineer is not requested to complete. An addendum will be sent for Owner and MDNR approval if additional work is to be SRF funded. The following examples of Additional Services are representative of those that are hereby authorized, unless such services have been included as part of Basic Services under Article I:

A. CONSTRUCTION ENGINEERING

1. Construction Engineering shall be defined as work completed by Engineer during construction such as unexpected redesign work required due to buried and uncovered issues, adjustments in designs due to specific equipment, regular council meetings, regular meetings with the MDNR, coordination, typical meetings with other agencies, and meetings with the Contractor.
2. Providing services or special consultants for other than basic Engineering services for the Project such as planning surveys, site evaluations, environmental or comparative studies of other prospective sites.
3. Preparing to serve or serving as expert witness in connection with any public hearing or legal proceeding where the Engineer is not a named party to such a hearing or proceeding.
4. Engineer shall provide special consultants to complete testing, evaluations, and investigations as necessary to properly complete the job. Owner shall approve such special consultant and shall be responsible for the associated costs.

B. CONSTRUCTION STAKING

1. Additional Construction Staking, if required, beyond initial baseline survey will be additional cost to Contractor.
2. Construction Staking requested by the Owner shall be an additional cost to the Owner.

C. SURVEYING

1. As needed at request of Owner for services beyond the Scope of Basic Services.
2. If such services are deemed necessary by the Owner, the Engineer shall provide from his own organization or retain and compensate a qualified, registered land surveyor to prepare a certified land survey of the site depicting, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and all available data pertaining to existing buildings, other improvements, trees, and service and utility lines, both public and private, above and below grade, including inverts and depths.

D. LAND ACQUISITION/EASEMENTS

1. Provide technical support requested by the Owner.
2. Any surveying, property boundary research, and/or easement preparation shall be at standard hourly rates.

E. GEOTECHNICAL/SUBSURFACE INVESTIGATIVE SERVICES

1. Provide coordination of required historical/archaeological investigations. As required to determine the suitability of the proposed project site or at the Owner's request, the Engineer shall furnish the services of a qualified person or company to complete a study as required by MDNR.
2. Provide preliminary subsurface soils structural investigations. As required to determine the suitability of the proposed project site, the Engineer shall furnish the services of a soils engineer or other similar consultant at standard hourly rates. Such services may include but not be limited to, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, with appropriate professional analysis thereof. At the Owner's request and at the Owner's expense, the Engineer shall retain special consultants for additional subsurface investigations on any site.
3. Coordinate required special services during construction.

4. Provide extraordinary services to investigate conditions of soils or other facilities, make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner, beyond that which is normally required to perform the Basic Services.
5. Help coordinate necessary environmental studies and evaluations.

ARTICLE IV ENGINEER'S RESPONSIBILITIES

- A. If the Engineer believes the Project cannot be accomplished within the established budget and design time frame, Engineer shall notify the Owner of this fact in writing prior to completion of the Construction Document Phase, so that the Project scope can be reviewed and modified if necessary.
- B. The Engineer agrees to observe the job site prior to commencing his Work and shall use reasonable care to verify that all relevant information supplied to Engineer by the Owner is correct and accurate.
- C. The Engineer agrees to provide copies of all Construction Documents to the Owner for review prior to advertisement for bids.
- D. At the completion of the design, the Engineer shall provide MDNR with three (3) copies and one (1) electronic copy. One of the copies will be a set approved by MDNR. After the completion of construction, one (1) set of record drawings showing those changes made during the construction process including all buried and concealed utilities accurately located shall be provided to the Owner.
- E. The Engineer agrees to review the design of all connections to private or public utility systems or public roads and streets.
- F. The Engineer shall request the Owner's approval of any additional professional consultant services retained, which were not included in the original proposal.
- G. The Engineer shall maintain at the Engineer's expense, such insurance as will protect the Engineer under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the Owner and the Engineer from all claims for bodily injury, death, or property damage which may arise from the performance by the Engineer or by the Engineer's employees of the Engineer's functions and services required under this Agreement.
- H. The Engineer's design shall comply with American Waterworks Association (AWWA) Standard, MDNR, and other applicable codes to the best of the Engineer's professional opinion, knowledge, and belief.

- I. The Engineer shall provide evidence of an appropriate liability insurance policy. Engineer will maintain errors and omission coverage of \$ 1,000,000.00. At least 10 days written notice will be provided to Owner prior to cancellation.
- J. All of the above items relating to Engineer's responsibilities shall in no way abrogate the Owner's responsibilities. Engineer cannot be responsible for inaccurate or incomplete information provided by the Owner.
- K. If there are operational changes that could bring the system into compliance, either with or without upgrades, a discussion should be included in the evaluation of alternatives.

ARTICLE V OWNER'S RESPONSIBILITIES

- A. The Owner shall provide information regarding Owner requirements for the Project as well as information required of Owner in order to promote the orderly progress of the Work.
- B. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, Owner shall give prompt written notice thereof to the Engineer.
- C. All of the above items relating to Owner's responsibilities shall in no way abrogate the Engineer's responsibilities.
- D. The Owner shall designate one person to act on the Owner's behalf in making decisions and to correspond with the Engineer throughout the project. This designated person shall be available to review pay estimates, discuss change orders, meet with the Contractor, meet with State officials, etc. with the Engineer as necessary.
- E. The Owner shall discuss any items of concern or potential changes with the Engineer prior to discussing with the Contractor.
- F. The Owner shall provide all data, history, and relevant information to the Engineer and the information provided shall be reasonably accurate.

ARTICLE VI COMPETITIVE BIDDING REQUIREMENTS

If financing is not accomplished or for any reason the project is abandoned, the Owner and Engineer agree to negotiate a settlement as permitted by law. If the lowest acceptable bid exceeds the funds available, then the Engineer shall be required to redesign or to perform such corrective work as necessary to allow the project to be re-bid and constructed with available funds at no additional cost to the Owner, except the costs of re-advertising the project for bids. If the bids are high due to requested changes of the Owner, then the Engineer shall be compensated for redesign fees at the attached Rate Schedule.

The most current Facility Plan shall be utilized as a guide for determining the project scope and budget and estimation of expected probable costs. The Owner understands that fuel costs and inflation costs will directly impact construction costs, which cannot be predicted. Engineer can not be held responsible for excessive inflation or fuel costs and associated redesigns.

ARTICLE VII ALTERNATES

- A. Upon approval of the Owner, the Engineer may include construction alternates in the Project.
- B. When the Owner requires the Engineer to include additive alternates to the Project, the Engineer shall be paid for the design at the basic hourly rate fee schedule.
- C. Alternates shall not render the Project unusable. Therefore, the Engineer, in determining his final estimate, must include Base Bid and necessary alternate costs within the funds available for construction, unless otherwise approved by the Owner.
- D. When the Owner requests the Engineer to design deductive alternate for the purpose of decreasing costs, the Engineer shall be paid for the design at the basic hourly rate fee schedule.

ARTICLE VIII DIRECT PERSONNEL EXPENSE

- A. Direct Personnel Expense is defined as the cost of salaries and includes mandatory and customary benefits such as insurance, sick leave, vacation, holiday, pensions and other such costs that relate to employees engaged on the Project by the Engineer.
- B. Employees may include, but are not necessarily limited to architects, engineers, designers, surveyors, technicians, draftsmen, specification writers, stenographers, typists and other personnel engaged in consultations, research, design, document production or other Work pertaining to the Project.
- C. Should Direct Personnel Expense be selected as the method of compensation, the Engineer will submit in writing to the Owner a complete list of all employees to be engaged on the Project along with a schedule of rates and benefits for those employees.
- D. Rates are subject to change annually or as a standard practice with inflation, operating overhead expenses, and typical cost of doing business. If rates should change the contract will require an amendment.

**ARTICLE IX
REIMBURSABLE EXPENSES**

Reimbursable Expenses are defined as direct costs which may be in addition to the compensation for Basic and/or Additional Services and may include but are not necessarily limited to actual cost of reproduction and postage, mileage, meals, or delivery of completed Construction Documents, above the amount included in Basic Services. The Engineer shall be paid only for those Reimbursable Expenses set out under Compensation for Reimbursable Expenses Section of this Agreement. Payment for said services by the Owner shall be at direct cost to the Engineer unless specifically set out otherwise in this Agreement.

**ARTICLE X
ENGINEER'S ACCOUNTING RECORDS**

Records and receipts of the Engineer's Direct Personnel, Engineer and Reimbursable Expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representatives upon request. The Owner reserves the right to withhold payment of any amounts owed to the Engineer unless or until said records and receipts are received and verified by Owner when requested.

**ARTICLE XI
OWNER'S REPRESENTATIVE**

For the purposes of this agreement, the Mayor, Chief Operator, or another person designated by the Owner shall serve as the Owner's Representative. No plans and specifications or changes thereto will be accepted, nor any payments made without approval by the Owner or the Owner's Representative.

**ARTICLE XII
ENGINEER'S COOPERATION**

The Engineer agrees to perform professional services under this Contract in such a manner and at such times so that the Owner and/or any contractor who has work to perform, or Contracts to execute, can do so without unreasonable delay.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

Construction Documents, as instruments of service, are and shall remain the property of the Owner whether the Project for which they are prepared is constructed or not. They may not be used by the Owner to construct another like Project without approval of, or additional compensation to the Engineer and the Owner shall accept design responsibility for any such additional use.

**ARTICLE XIV
SUCCESSORS AND ASSIGNS**

The Owner and the Engineer each binds himself, his partners, successors, assigns and legal representatives of the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement The Engineer shall not assign, sublet or otherwise transfer his interest in this Agreement without the written consent of the Owner.

**ARTICLE XV
DISPUTES AND DISAGREEMENTS**

In order to prevent all disputes or disagreements between the parties to this Agreement in relation to the performance on the part of the Engineer, it is expressly agreed and understood that in case any controversy or difference of opinion shall arise between the parties as to quality, quantity or value of the Work, the Owner should first state their claim in writing to the Engineer within 10 calendar days of the controversy or dispute, and the Engineer shall then respond in writing back to the Owner within 10 calendar days to defend their position. The Engineer shall also have 10 days to state a claim or difference of opinion to the Owner and the Owner shall have 10 days to reply. Nothing contained herein shall be interpreted to restrict either party's right to pursue litigation.

**ARTICLE XVI
TERMINATION**

This Agreement may be terminated by the Owner upon mailing notice of termination to the Engineer at least seven (7) days in advance of the date of termination if the Engineer substantially fails to perform according to the terms and conditions of this Agreement. In the event of termination, the Engineer shall be paid his compensation for services performed up until the date of termination subject to amounts withheld to satisfy any rightful claim or set-off by the Owner. The Engineer shall also have the same rights and procedures to Agreement termination as stated above for the Owner.

In the event that the Engineer terminates the Agreement, the Owner will pay Engineer amounts and fees due in accordance with this paragraph, then the Engineer will provide Owner work papers and agree to cooperate with Successor Engineer.

**ARTICLE XVII
EXTENT OF AGREEMENT**

THIS AGREEMENT represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer.



**ARTICLE XVIII
EXECUTION**

OWNER: CITY OF ODESSA

**OWNER'S WITNESS
(SEAL)**


by: _____

by: _____

date: _____

date: _____

ENGINEER:

by: 
Cary D. Sayre, Vice-President
Allstate Consultants LLC

date: _____



2026 Rate Schedule

<u>TITLE</u>	<u>RATE</u>
PRINCIPAL	\$245.00
ENGINEER V	\$220.00
ENGINEER IV	\$205.00
ENGINEER III	\$195.00
ENGINEER II	\$180.00
ENGINEER I	\$165.00
WATER QUALITY SCIENTIST III/GEOLOGIST III	\$190.00
WATER QUALITY SCIENTIST II/GEOLOGIST II	\$155.00
WATER QUALITY SCIENTIST I/GEOLOGIST I	\$105.00
PROJECT SCIENTIST III	\$180.00
INVESTIGATIVE ENGINEER III	\$295.00
INVESTIGATIVE ENGINEER II	\$265.00
INVESTIGATIVE ENGINEER I	\$235.00
TECHNICIAN VI/SURVEYOR III	\$185.00
TECHNICIAN V/SURVEYOR II	\$165.00
TECHNICIAN IV/SURVEYOR I/SENIOR PROJECT MANAGER/GIS II	\$145.00
TECHNICIAN III/ PROJECT MANAGER I/GIS I	\$130.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$80.00
TECHNICIAN	\$60.00
SURVEY CREW (1 MAN)	\$180.00
SURVEY CREW (2 MEN)	\$225.00
SURVEY CREW (3 MEN)	\$250.00
INVESTIGATOR IV	\$165.00
INVESTIGATOR III	\$150.00
INVESTIGATOR II	\$130.00
INVESTIGATOR I	\$110.00
EXPERT TESTIMONY III	\$485.00
EXPERT TESTIMONY II	\$405.00
EXPERT TESTIMONY I	\$320.00
DRILL RIG CREW (2 MEN)	\$210.00
DRILL RIG CREW WITH GROUTER (2 MEN)	\$235.00
GPS RECEIVERS/DRONE (PER UNIT) PER DAY	\$210.00
TRAFFIC COUNTERS (PER UNIT) PER DAY	\$235.00
ATV (PER UNIT) PER DAY	\$165.00
MILEAGE	IRS Rate
EXPENSES (Lodging, Meals, Printing, Research, & etc.)	Actual Cost

3312 LeMone Industrial Blvd. 410 SE 3rd St., Suite 103C
 Columbia, MO 65201 Lee's Summit, MO 64063
 573-875-8799 816-895-2310

63 Blair Avenue
 Camdenton, MO 65020
 573-875-8799

30601 Highway 5
 Marceline, MO 64658
 660-376-2941

GEOTECHNICAL & CONSTRUCTION OBSERVATION & TESTING SERVICES

SUBSURFACE EXPLORATION

Mobilization of Truck Mounted Drill Rig and 2-Man Crew	\$160/hour
Mobilization of ATV Mounted Drill Rig and 2-Man Crew	\$3.00/mile
Mobilization of Water Truck or Support Vehicle	\$1.25/mile
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (Truck Mounted Drill and 2-Man Crew)	\$160/hour
Drilling and Sampling Using Thin-walled Tubes and/or Split Barrel Samplers in Soil & NX Coring in Rock (ATV Mounted Drill and 2-Man Crew)	Actual Cost
ATV Mounted Drill Rig Surcharge (if any)	Actual Cost
Specialized In-Situ Tests	On Request
Subcontractors, Rentals, Supplies and Dozer Assistance	Actual Cost
For Actual Cost of Subcontracted Items	See Attached

LABORATORY TESTING SERVICES

Price per Test

Moisture Content	\$10.00
Dry Unit Weight	\$18.00
Unconfined Compressive Strength	\$75.00
Sample Preparation (extruding shelly tube, saving samples for future tests)	\$60.00/hr
Calibrated Penetrometer Test	\$5.00
Visual Soil Classification	\$4.00
Atterberg Limits (3 Pt. Liquid Limit)	\$120.00
Sieve Analysis (with wet wash over No. 200 sieve)	\$100.00
Hydrometer Analysis	\$120.00
Combined Grain Size Analysis (sieve and hydrometer)	\$220.00
Crumb Test for Dispersion	\$70.00
Swell Potential (1 surcharge pressure)	\$225.00
Swell Potential and Swell Pressure	\$350.00
Consolidation Test with e log p Curve	\$600.00
Standard Proctor Test	\$215.00
Modified Proctor Test	\$275.00
Laboratory CBR Test (per specimen)	\$250.00
Concrete Compressive Strength Tests	\$25.00
Capping or Trimming Irregular Ends of Concrete Cylinders	\$12.00/ea
Concrete Flexural Strength Tests	\$55.00
Other Specialized Tests (Triaxial Shear, Hydraulic Conductivity, etc)	Actual Cost



RESOLUTION NO. 2026-20

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ALLSTATE CONSULTANTS LLC FOR A WASTEWATER SYSTEM IMPROVEMENTS FACILITY PLAN.

WHEREAS, the City of Odessa, Missouri, (the “City”) is evaluating long-term wastewater system improvement options to address aging infrastructure and future operational needs; and

WHEREAS, the City desires to evaluate the feasibility, costs, and operational impacts associated with redirecting flows from the South Wastewater Treatment Facility to the North Wastewater Treatment Facility, as well as the alternative of rehabilitating and continuing operation of the South Wastewater Treatment Facility; and

WHEREAS, Allstate Consultants LLC has submitted a Professional Services Agreement to provide engineering and planning services for the preparation of a Wastewater System Improvements Facility Plan in accordance with the Missouri Department of Natural Resources requirements; and

WHEREAS, the cost of the Professional Services Agreement shall not exceed \$65,500, with approximately \$50,000 anticipated to be reimbursed through the Missouri Department of Natural Resources Clean Water Engineering Report Grant program, contingent upon grant approval.

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

SECTION 1. The Mayor is hereby authorized to execute the Professional Services Agreement with Allstate Consultants LLC, together with any related documents necessary to carry out the intent of this Resolution.

SECTION 2. The Professional Services Agreement with Allstate Consultants LLC for the Wastewater System Improvements Facility Plan is hereby approved in an amount not to exceed \$65,500.

SECTION 3. The City Clerk is hereby authorized to correct any scriveners’ errors made in amending the Resolution.

APPROVED AND PASSED by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 11th day of May, 2026.

(SEAL)

ATTEST:

Bruce Whitsitt, Mayor

Karen Findora, City Clerk