



**BOARD OF ALDERMEN  
REGULAR AGENDA  
Monday, June 8, 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
- May 11, 2026 – Regular Session
- May 26, 2026 – Special Meeting / Workshop

Police May Rpt.

Municipal Court May Rpt.

Community Development May Rpt.

Pay Application – 2<sup>nd</sup> Street Sidewalks

Pay Application – Mason Street Sidewalks

Pay Application – Street Maintenance Building

MAYOR REPORT

ALDERMEN REPORT

CITY ADMINISTRATOR REPORT

PUBLIC HEARING

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

Staff Recognition  
*Jennifer LeBlanc*

Recognition of Jennifer LeBlanc, Court Administrator, for achieving the MACA Advanced Certified Court Administrator (MACCA) certification.

*Karen Findora, City Clerk*

Presentation / Motion to Approve  
*Odessa Little League Proposal*

Motion to approve Odessa Little League Proposal for ballfield light installation.

*Shawna Davis, City Administrator*

Bill No 2026-22  
*(1<sup>st</sup> & 2<sup>nd</sup> Reading)*  
*Vacation / VAC-01-2026*  
*East Marlow Street ROW*

Introduction and readings of Bill No. 2026-22 declaring the vacation of East Marlow Street Right-Of-Way between Block 1 and Block 2 of McBurney's Addition Subdivision.

*Shawna Davis, City Administrator*

Resolution No 2026-19  
*Right of Refusal Agreement*

Proposed Resolution No. 2026-19 approving the Mayor to authorize a Right of Refusal Agreement between the City of Odessa and Advanced Industries, LLC.

*Shawna Davis, City Administrator*

Resolution No. 2026-21  
*Master Rental Agreement*

Proposed Resolution No. 2026-21 approving the Mayor to authorize a Master Rental Agreement between the City of Odessa, Murphy Tractor, and John Deere Financial for the lease of a mini excavator.

*Darrin Lamb, Street Superintendent*

Discussion  
*Liquor Sale Hours for Bars*

Liquor Sale Hours for Bars.

*Alderman Mike Placche*

Discussion  
*Parking on Dryden Street*

Reduced Street Parking on Dryden Street.

*Shawna Davis, City Administrator*

Discussion  
*Extension of ECA*  
*Application Deadline*

Extension of ECA Application Deadline.

*Alderswoman Rachel Wrenn*

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.

Next Scheduled Meeting

*June 22, 2026, at 6:00 p.m. – Regular 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:*

- 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 11 & 12 – MML Elected Officials Training Conference
- June 13 – Odessa High School Varsity Cheer Carwash @ Railroad Park ~ 7:30 a.m. – 12:00 p.m.
- June 19 & 20 – Chamber of Commerce Rodeo
- July 4<sup>th</sup> - 250<sup>th</sup> Semiquincentennial Celebration Parade – 10:00 a.m. – First St., passing the 1912 field, and then circling back with additional viewing on Second Street
- July 4<sup>th</sup> - 250<sup>th</sup> Semiquincentennial Celebration – After the parade - **Community Meal hosted by St. George Catholic Church** – located at the 1912 Field
- July 4<sup>th</sup> - 250<sup>th</sup> Semiquincentennial Celebrations – 11:00 a.m. – 4:00 p.m. – **Booth Games and Community Contests** – located at the 1912 Field
- July 4<sup>th</sup> **Annual Fireworks Display @ Dyer Park** ~ Activities, Food Vendors ~ 5:30 p.m. – display at 10:00 p.m.

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

**ELECTED OFFICIALS**

	<b>Mayor Bruce Whitsitt</b>	<a href="mailto:bruce.whitsitt@cityofodessamo.com">bruce.whitsitt@cityofodessamo.com</a>	(816) 565-6610
Ward 1	Alderwoman Mickey Starr	<a href="mailto:mickey.starr@cityofodessamo.com">mickey.starr@cityofodessamo.com</a>	(816) 260-8448
Ward 1	Alderwoman Karla Polson	<a href="mailto:karla.polson@cityofodessamo.com">karla.polson@cityofodessamo.com</a>	(816) 739-2224
Ward 2	Alderwoman Amy Finch	<a href="mailto:a.finch@cityofodessamo.com">a.finch@cityofodessamo.com</a>	(785) 418-6256
Ward 2	Alderman Mike Plachte	<a href="mailto:mike.plachte@cityofodessamo.com">mike.plachte@cityofodessamo.com</a>	(816) 263-9997
Ward 3	Alderman Forest Palmer	<a href="mailto:forest.palmer@cityofodessamo.com">forest.palmer@cityofodessamo.com</a>	(816) 815-0710
Ward 3	Alderwoman Rachel Wrenn	<a href="mailto:rachel.wrenn@cityofodessamo.com">rachel.wrenn@cityofodessamo.com</a>	(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](mailto:karen.findora@cityofodessamo.com) at least 72 hours in advance of the meeting to communicate their needs.

Posted May 3, 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](http://www.cityofodessamo.com)

**City of Odessa, Missouri**  
**Board of Aldermen**  
**Odessa Community Building | 601 W. Main Street**  
**Regular Meeting ~ Monday, April 27, 2026 | 6:00 p.m.**  
**Meeting Minutes**

[@OdessaMO](#)

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

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

Mayor Bryan Barner	Present	Alderman Bruce Whitsitt	Present
Alderman Karla Polson	Present	Alderman Mickey Starr	Present
Alderman Mike Plachte	Present	Alderman Carl Crabtree	Present
Alderman Collin Carrigan	Present		

**OTHERS IN ATTENDANCE**

Shawna Davis, City Administrator	Troy Woutzke, Electric
Karen Findora, City Clerk	Darrin Lamb, Streets/Water
Cathy Thompson, Finance Director	Kenny Snider, Wastewater
Josh Thompson, Police Chief	Lindsey Kolisch, Lauber Municipal Law

**PUBLIC IN ATTENDANCE**

Hannah Sparr, The Odessan	Amy Finch
Adam Couch	Thomas Hotmer
Jonathan Miller	Steven Deal
Jerod W.	Tom Asher
Sara Hawthorne	Stan B.
Robby Rucker	Adam Huffman
Elassi	

**WELCOME OF VISITORS**

Mayor Barner welcomed visitors and those viewing on YouTube.

**APPROVAL OF CONSENT AGENDA**

Approval of minutes and consent agenda.

- April 13, 2026 – Regular Session

Alderman Whitsitt moved to approve the consent agenda and the April 13, 2026, Regular Session meeting minutes as submitted, seconded by Alderman Plachte.

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

## **MAYOR REPORT**

Mayor Barner gave his final Mayor Report to the board. He stated that he is very thankful for the opportunity to serve the community over the past five years. He stated that he had a lot of fun, learned a lot, and is thankful for the board and staff. He enjoyed doing the Odessa Insight Podcast and attending the Chamber Ribbon Cutting. He went on to say that he enjoyed visiting with the folks at the nursing home. He stated that it was all a good experience. Mayor Barner went on to thank his wife of 46 years, stating that she kept him grounded.

## **ALDERMEN REPORTS**

- Alderman Plachte stated that there are two items that will be heard later in the agenda that were heard by the Planning Commission.
- Alderman Carrigan – No Rpt.
- Alderwoman Polson thanked Mayor Barner for his service as Mayor of the City of Odessa.
- Alderman Crabtree – No Rpt.
- Alderwoman Starr read a statement on the ECA rate and how it was handled. Alderwoman Starr stated that the board has to start rebuilding trust with the community. The only way to do this is to show solidarity with the community of Odessa.
- Alderman Whitsitt stated that he met with staff to discuss the ECA rates and to develop a spreadsheet that Shawna will discuss later in the meeting. He also discussed the possibility of holding a workshop to move forward and for the board to make a decision on how to set those rates for the coming years.

## **CITY ADMINISTRATOR REPORT**

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

## **PUBLIC HEARING ~ Rezoning ~ RZ-04-2026**

Open: 6:23 p.m.

Close: 6:26 p.m.

In Favor: Robby Rucker, CEO, Advanced Industries,  
301 R Kelly

Mr. Rucker stated that the rezoning of this land is part of their growth plan. The business is bursting at the seams. Most of the work coming out of Advanced is for US military defense, with a 70% increase in supplies. He stated that most of the employees are from Odessa.

Opposed: None

## **PUBLIC HEARING ~ Rezoning ~ RZ-05-2026**

Open: 6:27 p.m.

Close: 6:28 p.m.

In Favor: None

Opposed: None

Note: the parcel id listed in the agenda for RZ-05-2026 was incorrect. The correct parcel ID # is 23-1,0-02-1-000-044.010.

**PUBLIC HEARING ~ Ordinance Amendment ~ Chapter 50 Zoning, Sec. 50-58, Off-Street Parking**

Open: 6:29 p.m.

Close: 6:34 p.m.

In Favor:

Tom Hotmer, 720 E Main St., Odessa: Mr. Hotmer spoke about the affordability of houses and the parking ordinances. He stated that his understanding is that the number of bedrooms will impact the number of parking spaces required. He stated that building smaller homes that may require larger parking spaces will leave owners without a front yard or curb appeal. He stated that he just submitted permits for a three-bedroom, two-bath property that is 50 feet wide. He stated that it's expensive for the builder – homeowner.

Steve Bailey, 8807 Hwy. 131, Odessa: Mr. Bailey stated that he has been speaking with Shawna Davis and Cathy Thompson specifically about Lakeview Drive, where there are duplexes without adequate parking. Residents are parking in the street, making it difficult to enter The Hill Subdivision. He suggested widening the driveways.

Alderman Polson and Alderman Crabtree are concerned about the ability of trash trucks, the fire department, etc., to get through the roadways where parking is allowed on the street.

Opposed: None

**PUBLIC COMMENTS**

Johnathan Miller, 812 S 3<sup>rd</sup> St., Odessa, read a statement on the Mo State Audit.

**OLD BUSINESS**

None

**NEW BUSINESS**

**Bill No. 2026-11 Introduction and 1<sup>st</sup> Reading ~ General Municipal Election Candidate Results**

Mayor Barner read the proposed Ordinance, Bill No. 2026-11, of the proposed ordinance accepting the results of the April 7, 2026, General Municipal Election as provided by the Lafayette County Clerk, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-11, of the proposed ordinance accepting the results of the April 7, 2026, General Municipal Election as provided by the Lafayette County Clerk, first reading. Motion seconded by Alderman Carrigan.

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

**Bill No. 2026-11 Introduction and 2<sup>nd</sup> Reading ~ General Municipal Election Candidate Results**

Mayor Barner read the proposed Ordinance, Bill No. 2026-11, of the proposed ordinance accepting the results of the April 7, 2026, General Municipal Election as provided by the Lafayette County Clerk, second reading.

Motion was made by Alderman Carrigan to adopt Bill No. 2026-11, of the proposed ordinance accepting the results of the April 7, 2026, General Municipal Election as provided by the Lafayette County Clerk upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderman Plachte, and carried with the following vote.

Roll call vote as follows:

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

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

Bill No. 2026-11 became **Ordinance No. 3175**

**Recognition of Outgoing Mayor and Aldermen**

Mayor Barner, Alderman Carrigan, and Alderman Crabtree, were recognized for their many years of service and dedication to the City of Odessa.



Mayor Bryan Barner ~ Shawna Davis, City Administrator



Alderman Carl Crabtree, Mayor Bryan Barner, Alderman Collin Carrigan

**Adjourn Sine Die**

The meeting recessed briefly for a presentation and for the Oath of Office of the newly elected officials.

Mayor Bruce Whitsitt  
Alderwoman Ward I, Micky Starr  
Alderwoman Ward II, Amy Finch  
Alderman Ward III, Forest Palmer



Mayor Bruce Whitsitt



Alderwoman Mickey Starr Ward I



Alderwoman Amy Finch Ward II



Alderman Forest Palmer Ward III

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

Mayor Bruce Whitsitt called the meeting to order at 6:56 p.m., and led in the pledge of allegiance.

**ROLL CALL**

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

Mayor Bruce Whitsitt	Present	Alderman Forest Palmer	Present
Alderman Karla Polson	Present	Alderman Mickey Starr	Present
Alderman Amy Finch	Present	Alderman Mike Plachte	Present

**Resolution No. 2026-16 ~ Declare Vacancy on Board of Alderman**

Mayor Whitsitt read the proposed Resolution No. 2026-16 declaring the Board of Aldermen seat previously held by Alderman Bruce Whitsitt, Ward Three (3), vacant effective April 27, 2026.

Motion was made by Alderman Plachte, moved to approve Resolution No. 2026-16 seconded by Alderman Polson.

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

**Resolution No. 2026-17 ~ Appointment to Board of Alderman**

Mayor Whitsitt read the proposed Resolution No. 2026-17 appointing Rachel Wrenn to the Board of Aldermen Ward Three (3), to fill the unexpired term of Alderman Bruce Whitsitt ending April 6, 2027, subject to oath of office.

Motion was made by Alderman Plachte, moved to approve Resolution No. 2026-17 seconded by Alderman Starr.

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

**Oath of Office**

Karen Findora, City Clerk provided the Oath of Office to Rachel Wrenn, Alderman Ward III.



Alderman Rachel Wrenn Ward III

**Proclamation ~ Local Government Week**

Mayor Whitsitt read a Proclamation for Local Government Week.

**Proclamation ~ National Day of Prayer**

Mayor Whitsitt read a Proclamation for the National Day of Prayer.

**Bill No. 2026-12 Introduction and 1<sup>st</sup> Reading ~ Annexation / ANNEX-02-2026~  
Bruce Bellington, Greenup Holding, LLC**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-12, Annexation / ANNEX-02-2026 / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-12, of the proposed ordinance accepting the Annexation / ANNEX-02-2026 / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner, first reading. Motion seconded by Alderwoman Finch.

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

**Bill No. 2026-12 Introduction and 2<sup>nd</sup> Reading ~ Annexation / ANNEX-02-2026 ~  
Bruce Bellington, Greenup Holding, LLC**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-12, Annexation / ANNEX-02-2026 / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner, second reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-12, of the proposed ordinance accepting the Annexation / ANNEX-02-2026 / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderwoman Polson, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

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

Bill No. 2026-12 became **Ordinance No. 3176**

**Bill No. 2026-13 Introduction and 1<sup>st</sup> Reading ~ Rezoning / RZ-04-2026 ~ Bruce Bellington, Greenup Holding, LLC**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-13, Rezoning / RZ-04-2026 / Agricultural (Lafayette County) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-13, of the proposed ordinance accepting the Rezoning / RZ-04-2026 / Agricultural (Lafayette County) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #:

23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner, first reading. Motion seconded by Alderwoman Polson.

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

**Bill No. 2026-13 Introduction and 2<sup>nd</sup> Reading ~ Rezoning / RZ-04-2026 ~ Bruce Bellington, Greenup Holding, LLC**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-13, Rezoning / RZ-04-2026 / Agricultural (Lafayette County) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner, second reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-13, of the proposed ordinance accepting the Rezoning / RZ-04-2026 / Agricultural (Lafayette County) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-0-000-001.000 / Bruce Bellington, Greenup Holdings, LLC, property owner, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderman Starr, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

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

Bill No. 2026-13 became **Ordinance No. 3177**

**Bill No. 2026-14 Introduction and 1<sup>st</sup> Reading ~ Rezoning / RZ-05-2026 ~ Bruce Bellington, Greenup Holding, LLC**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-14, Rezoning / RZ-05-2026 / AG (Agricultural District) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-1-000-044.010 / Bruce Bellington, Greenup Holdings, LLC, property owner, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-14, of the proposed ordinance accepting the Rezoning / RZ-05-2026 / AG (Agricultural District) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-1-000-044.010 / Bruce Bellington, Greenup Holdings, LLC, property owner, first reading. Motion seconded by Alderwoman Starr.

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

**Bill No. 2026-14 Introduction and 2<sup>nd</sup> Reading ~ Rezoning / RZ-05-2026 ~ Bruce Bellington, Greenup Holding, LLC**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-14, Rezoning / RZ-05-2026 / AG (Agricultural District) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-1-000-044.010 / Bruce Bellington, Greenup Holdings, LLC, property owner, second reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-14, of the proposed ordinance accepting the Rezoning / RZ-05-2026 / AG (Agricultural District) to I-1 (Light Industrial) / Unaddressed Property – Located Along West Main Street / Parcel #: 23-1.0-02-1-000-044.010 / Bruce Bellington, Greenup Holdings, LLC, property owner, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderwoman Starr, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

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

Bill No. 2026-14 became **Ordinance No. 3178**

**Bill No. 2026-15 Introduction and 1<sup>st</sup> Reading ~ Repealing Replat of Asher Meadows**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-15, Repealing a Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision located within the City of Odessa, Lafayette County, Missouri, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-15, of the proposed ordinance accepting the Repealing a Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision located within the City of Odessa, Lafayette County, Missouri, first reading. Motion seconded by Alderwoman Finch.

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

**Bill No. 2026-15 Introduction and 2<sup>nd</sup> Reading ~ Repealing Replat of Asher Meadows**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-15, Repealing a Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision located within the City of Odessa, Lafayette County, Missouri, second reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-15, of the proposed ordinance accepting the Repealing a Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision located within the City of Odessa, Lafayette County, Missouri, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderwoman Polson, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

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

Bill No. 2026-15 became **Ordinance No. 3179**

**Bill No. 2026-16 Introduction and 1<sup>st</sup> Reading ~ Replat of Asher Meadows**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-16, approving the Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision and Part of the NW ¼,

Section 6-T.48-R.27 located within the City of Odessa, Lafayette County, Missouri, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-16, of the proposed ordinance approving the Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision and Part of the NW ¼, Section 6-T.48-R.27 located within the City of Odessa, Lafayette County, Missouri, first reading. Motion seconded by Alderwoman Finch.

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

**Bill No. 2026-16 Introduction and 2<sup>nd</sup> Reading ~ Replat of Asher Meadows**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-16, approving the Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision and Part of the NW ¼, Section 6-T.48-R.27 located within the City of Odessa, Lafayette County, Missouri, second reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-16, of the proposed ordinance approving the Replat of Asher Meadows, all of Lots 3 & 4 of Alumbaugh's Subdivision and Part of the NW ¼, Section 6-T.48-R.27 located within the City of Odessa, Lafayette County, Missouri, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderwoman Finch.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

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

Bill No. 2026-16 became **Ordinance No. 3180**

**Bill No. 2026-17 Introduction and 1<sup>st</sup> Reading ~ Acceptance of Sewer Infrastructure**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-17, accepting sanitary sewer infrastructure for three (3) separate parcels, first reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-17, accepting sanitary sewer infrastructure for three (3) separate parcels, first reading. Motion seconded by Alderman Plachte.

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

**Bill No. 2026-17 Introduction and 2<sup>nd</sup> Reading ~ Acceptance of Sewer Infrastructure**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-17, accepting sanitary sewer infrastructure for three (3) separate parcels, second reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-17, accepting sanitary sewer infrastructure for three (3) separate parcels, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderman Plachte.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

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

Bill No. 2026-17 became **Ordinance No. 3181**

**Bill No. 2026-18 Introduction and 1<sup>st</sup> Reading ~ Code of Ordinance Amendment Chapter 50 off-Street Parking**

Mayor Whatsitt read the proposed Ordinance, Bill No. 2026-18, Amending Chapter 50 Zoning, Article II., Div. 2, Section 50-58 relating to Off-Street Parking for all R-1 Zones of the City of Odessa Code of Ordinances, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-18, Amending Chapter 50 Zoning, Article II., Div. 2, Section 50-58 relating to Off-Street Parking for all R-1 Zones of the City of Odessa Code of Ordinances, first reading. Motion seconded by Alderwoman Starr.

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

**Discussion:** There was extensive discussion regarding off-street parking. A suggested amendment for the Planning Commission to discuss in May is that single-family dwellings will have two parking spaces per dwelling unit.

**Bill No. 2026-18 Introduction and 2<sup>nd</sup> Reading ~ Code of Ordinance Amendment Chapter 50 off-Street Parking**

Mayor Whatsitt read the proposed Ordinance, Bill No. 2026-18, Amending Chapter 50 Zoning, Article II., Div. 2, Section 50-58 relating to Off-Street Parking for all R-1 Zones of the City of Odessa Code of Ordinances, as amended for Sec. 50-58 (1) and (2) to read two parking spaces per dwelling unit for both single-family and garage apartment units, second reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-18, Amending Chapter 50 Zoning, Article II., Div. 2, Section 50-58 relating to Off-Street Parking for all R-1 Zones of the City of Odessa Code of Ordinances, as amended for Sec. 50-58 (1) and (2) to read two parking spaces per dwelling unit for both single-family and garage apartment units, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderman Plachte.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

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

Bill No. 2026-18 became **Ordinance No. 3182**

**Bill No. 2026-19 Introduction and 1<sup>st</sup> Reading ~ Acceptance of Public Works Infrastructure**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-19, accepting the public works improvements within and for The Hill Subdivision (Phase 1) contingent on receipt of as-builts, first reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-19, accepting the public works improvements within and for The Hill Subdivision (Phase 1) contingent on receipt of as-builts, first reading. Motion seconded by Alderwoman Starr.

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

**Bill No. 2026-19 Introduction and 2<sup>nd</sup> Reading ~ Acceptance of Public Works Infrastructure**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-19, accepting the public works improvements within and for The Hill Subdivision (Phase 1) contingent on receipt of as-builts, second reading.

Motion was made by Alderman Palmer to adopt Bill No. 2026-19, accepting the public works improvements within and for The Hill Subdivision (Phase 1) contingent on receipt of as-builts, upon its second reading, and approve the bill as an ordinance. Motion Alderwoman Finch.

Roll call vote as follows:

Alderman Plachte	abstain	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Finch	yes	Alderwoman Starr	yes

**Motion carried 5-Aye, 0-No, 1-Abstain.**

Bill No. 2026-19 became **Ordinance No. 3183**

**Resolution No. 2026-18 ~ FIFA Men's World Cup Mutual Aid Agreement**

Mayor Whitsitt read the proposed Resolution No. 2026-18 authorizing the Chief of Police to execute a Mutual Aid Agreement with the City of Kansas City, Missouri, Police Department for agency assistance in supporting public safety operations for the 2026 FIFA Men's World Cup.

Motion was made by Alderman Plachte, moved to approve Resolution No. 2026-18 seconded by Alderwoman Starr.

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

**DISCUSSION ~ Credit Card Fees**

Cathy Thompson, Finance Director. Back in 2019, during COVID, the city covered credit card processing fees to encourage people to pay online so they didn't have to come into City Hall. Since then, the city has been paying those fees, which is no longer feasible. Earlier this year, the board voted to pass those fees back to the customer. The city

switched from Global Payments, the prior processor, to Tyler, the city's software. The processing fee was 4.50%. The switch didn't go smoothly, so staff is asking the board to approve switching back to Global Payments, which would drop the processing fee to 3.50%. Ms. Thompson stated that she would like to continue negotiating that fee with Global Payments. The e-check and e-commerce fees would be negotiated as well.

Alderwoman Wrenn asked why staff made the change. Ms. Thompson stated that Tyler Tech. said they could handle it all, which would take the city out of the equation. It didn't work. Global payments can only pass through the credit card processing fee. For e-checks and e-commerce payments, the city would still be billed. The city will have to collect that portion of the fee and then pay it to Global Payments. They will not charge for debit cards. Please note that debit cards can be run as credit, so there is a fine line on the user's end. The switch back to Global Payments would not require a new contract.

The consensus of the board was to proceed with Global Payments.

### **DISCUSSION ~ Electrical Rate**

Shawna Davis, City Administrator, stated that there are many factors and conversations the board will need to address. Ms. Davis proposed a utility rate workshop.

### **May 25<sup>th</sup> Board of Aldermen Meeting ~ Amend or Cancel Meeting Date**

Motion was made by Alderman Plachte, to cancel the May 25<sup>th</sup> meeting to observe Memorial Day, seconded by Alderwoman Starr.

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

Ms. Davis stated that there will be a hearing for Rumors Bar & Grill at 5:30 on May 11, 2026. More information will follow.

Motion was made by Alderman Plachte to hold an Utility Rate Workshop on Tuesday, May 26<sup>th</sup>, seconded by Alderman Palmer.

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

### **Aldermen ~ Request for New Items**

Motion was made by Alderwoman Starr to discuss the Advanced private drive and parking. Seconded by Alderwoman Finch.

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

### **Next Regular Scheduled Meeting:**

Monday, May 11, 2026, at 6:00 p.m. Regular Session

### **Adjourn to Closed Session**

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Plachte, seconded by Alderwoman Polson, to adjourn the meeting at 8:26 p.m. **Motion carried 6- Aye, 0-No.**

Approved:

CITY OF ODESSA

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Bruce Whitsitt, Mayor

ATTEST

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Karen Findora, City Clerk

DRAFT

**City of Odessa, Missouri  
Board of Aldermen  
Odessa Community Building | 601 W. Main Street  
Regular Meeting ~ Monday, May 11, 2026 | 6:00 p.m.  
Meeting Minutes**

[@OdessaMO](#)

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

Mayor Bruce Whitsitt called the meeting to order at 7:25 p.m., and led in the pledge of allegiance.

**ROLL CALL**

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

Mayor Bruce Whitsitt	Present	Alderman Forest Palmer	Present
Alderman Karla Polson	Absent	Alderman Mickey Starr	Present
Alderman Mike Plachte	Present	Alderman Rachel Wrenn	Present
Alderman Amy Finch	Present		

**OTHERS IN ATTENDANCE**

Shawna Davis, City Administrator	Troy Woutzke, Electric
Karen Findora, City Clerk	Darrin Lamb, Streets/Water
Cathy Thompson, Finance Director	Kenny Snider, Wastewater
Josh Thompson, Police Chief	Lindsey Kolisch, Lauber Municipal Law

**PUBLIC IN ATTENDANCE**

Hannah Sparr, The Odessan	Brian Clubine
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**WELCOME OF VISITORS**

Mayor Whitsitt welcomed visitors and those viewing on YouTube.

**APPROVAL OF CONSENT AGENDA**

Alderman Palmer moved to approve the consent agenda, seconded by Alderman Starr.

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

**MAYOR REPORT**

Mayor Whitsitt stated that he has begun meeting with department directors. He thanked all city staff for their hard work and dedication each day for the City of Odessa. Mayor Whitsitt attended the National Day of Prayer event at the Church of Christ, where he read the Proclamation. He also thanked everyone who worked on Community Clean Up Day.

## **ALDERMEN REPORTS**

- Alderman Plachte - No Rpt.
- Alderwoman Wrenn – No Rpt.
- Alderwoman Polson – absent
- Alderman Palmer – No Rpt.
- Alderwoman Starr thanked everyone who participated in the Community Clean-Up Day. She said she always enjoys working with the staff during this event. City staff would like to thank Alderwoman Starr for volunteering her time.
- Alderwoman Finch recognized the Odessa Police Department during Police Service Week and thanked them for their dedication to keeping Odessa safe.

## **CITY ADMINISTRATOR REPORT**

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

## **PUBLIC COMMENT**

Brian Clubine, spoke on the parking at Advanced Industries.

Three (3) other public comment forms were submitted, but the speakers left. The regular board meeting started late in the evening due to the Rumor's Bar & Grill Liquor License hearing held prior to the regular board meeting.

Those speakers were Jessica McGinnis, Robbie Hotmer, and Joey Hotmer, all of whom were going to speak on the building permit fee increase..

## **PRESENTATION ~ Vance Brothers – 2026 Street Plan**

Chris Thompkins, Division Manager at Vance Brothers, gave a presentation on the 2026 Street Plan and the product they recommend for street overlay.

## **Motion of Approval ~ Acting President**

Alderwoman Starr nominated Alderman Plachte to serve as Acting President for a one-year term, seconded by Alderman Palmer.

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

## **Motion of Approval ~ Planning Commission Liaison**

Alderwoman Finch nominated Alderman Plachte to serve as Planning Commission Liaison for a one-year term, seconded by Alderman Palmer.

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

## **Motion of Approval ~ Finance Committee**

Mayor Whitsitt nominated Alderwoman Polson, Alderwoman Finch, and Alderman Palmer to the Finance Committee.

Alderman Plachte moved to approve the nomination of Alderwoman Polson, Alderwoman Finch, and Alderman Palmer to the Finance Committee, seconded by Alderwoman Starr.

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

## **Motion of Approval ~ Planning Commission**

Alderwoman Starr moved to approve the appointment of Carl Crabtree to the Planning Commission for a four (4) year term, seconded by Alderman Plachte.

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

**Motion of Approval ~ Parks and Recreation Board**

Aldерwoman Finch moved to approve the re-appointment of John Carmody, Jannan Bradley, and Tracy Peters (Re-Appointment – 2029) to the Parks and Recreation Board, seconded by Aldерwoman Starr.

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

**Motion of Approval ~ Board of Appeals**

Alderman Palmer moved to approve the appointment of Sarah Hawthorne to the Board of Appeals, seconded by Aldерwoman Finch.

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

**Bill No. 2026-20 Introduction and 1st Reading ~ Prohibited Parking**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-20, of the proposed ordinance amending prohibited parking regulations within the City of Odessa, first reading.

Motion was made by Aldерwoman Finch to adopt Bill No. 2026-20, of the proposed ordinance amending prohibited parking regulations within the City of Odessa, first reading. Motion seconded by Aldерwoman Wrenn.

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

**Bill No. 2026-20 Introduction and 2nd Reading ~ Prohibited Parking**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-20, of the proposed ordinance amending prohibited parking regulations within the City of Odessa, second reading.

Aldерwoman Finch made a motion to amend Bill No. 2026-20, of the proposed ordinance amending prohibited parking regulations within the City of Odessa, with the amendment to correct Cobb Avenue to Cobb Street second reading. Motion seconded by Alderman Palmer.

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

Motion was made by Aldерwoman Finch to adopt Bill No. 2026-20, of the proposed ordinance amending prohibited parking regulations within the City of Odessa, with the amendment to correct Cobb Avenue to Cobb Street second reading, and approve the bill as an ordinance. Motion seconded by Aldерwoman Wrenn, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Aldерwoman Finch	yes
Alderman Palmer	yes	Aldерwoman Polson	absent
Aldерwoman Wrenn	yes	Aldерwoman Starr	yes

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

Bill No. 2026-20 became **Ordinance No. 3184**

**Resolution No. 2026-19 ~ Right of Refusal Agreement**

Mayor Whitsitt read the proposed Resolution No. 2026-19 approving the Mayor to authorize a Right of Refusal Agreement between the City of Odessa and Advanced Industries, LLC.

Motion was made by Alderman Plachte, moved to approve Resolution No. 2026-19 Right of Refusal Agreement, seconded by Alderman Palmer.

Motion was made by Alderman Plachte, to withdraw Resolution No 2026-19 Right of Refusal Agreement, seconded by Alderman Palmer.

Staff will bring a revised Resolution to the June 8, 2026, Board of Aldermen meeting.

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

**Resolution No. 2026-20 ~ Wastewater Feasibility Study**

Mayor Whitsitt read the proposed Resolution No. 2026-20 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.

Motion was made by Alderwoman Finch, moved to approve Resolution No. 2026-20 seconded by Alderman Plachte.

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

**DISCUSSION ~ Parking on Dryden Street**

Parking on Dryden Street will be added to the June 8, 2026, Board of Aldermen agenda.

**Aldermen ~ Request for New Items**

Motion was made by Alderman Plachte to discuss the hours of operation for bars that serve alcohol, seconded by Alderwoman Starr.

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

**Next Regular Scheduled Meeting:**

Tuesday, May 26, 2026, at 6:00 p.m. Electric Rate Workshop.

**Adjourn to Closed Session**

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Plachte, seconded by Alderwoman Starr, to adjourn the meeting at 8:56 p.m. **Motion carried 5- Aye, 0-No.**

Approved:

CITY OF ODESSA

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ATTEST

\_\_\_\_\_  
Bruce Whitsitt, Mayor

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

**City of Odessa, Missouri**  
**Board of Aldermen**  
**Odessa Community Building | 601 W. Main Street**  
**Special Meeting & Workshop ~ Tuesday, May 26, 2026 | 6:00 p.m.**  
**Meeting Minutes**

[@OdessaMO](#)

**CALL TO ORDER / PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

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

Mayor Bruce Whitsitt	Present	Alderman Forest Palmer	Present
Alderman Karla Polson	Present	Alderman Mickey Starr	Absent
Alderman Mike Plachte	Present	Alderman Amy Finch	Present
Alderman Rachel Wrenn	Present		

**OTHERS IN ATTENDANCE**

Shawna Davis, City Administrator  
Karen Findora, City Clerk  
Cathy Thompson, Finance Director  
Josh Thompson, Police Chief

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

**PUBLIC IN ATTENDANCE**

Hannah Sparr, The Odessan  
Paulina Hart

David Brown, Allgeier, Martin and Assoc.  
Josh , Allgeier, Martin and Assoc.

**WELCOME OF VISITORS**

Mayor Whitsitt welcomed visitors and those viewing on YouTube.

**APPROVAL OF CONSENT AGENDA**

Approval of consent agenda.

- Finance April Rpt.

Alderman Palmer provided a brief update on the Finance Committee. The credit card processing fees went from 4.5% to 3.5%. Cathy Thompson, Finance Director, stated that staff have received 640 credit applications, several of which are duplicates. She went on to say that the ECA credits will begin appearing on this month's cycle of utility bills.

Mayor Whitsitt informed the board that he received a letter dated May 19th from the Mo State Auditor at City Hall on May 26. He read the letter to the board.  
(Letter attached and made part of the minutes.)

Alderman Palmer moved to approve the consent agenda as submitted, seconded by Alderwoman Polson.

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

### **NEW BUSINESS**

#### **Bill No. 2026-21 Introduction and 1<sup>st</sup> Reading ~ Amend Ordinance Inspections**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-21, of the proposed ordinance amending Chapter 12, Article II, Licenses, Div. 1 Generally, Sec. 12-35, Inspections, of the Code of Ordinances of the City of Odessa, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-21, upon its first reading, and proceed to the second reading. Motion seconded by Alderwoman Polson, and carried with the following vote.

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

#### **Bill No. 2026-21 Introduction and 2<sup>nd</sup> Reading ~ Amend Ordinance Inspections**

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-21, of the proposed ordinance amending Chapter 12, Article II, Licenses, Div. 1 Generally, Sec. 12-35, Inspections, of the Code of Ordinances of the City of Odessa, second reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-21, of proposed ordinance amending Chapter 12, Article II, Licenses, Div. 1 Generally, Sec. 12-35, Inspections, of the Code of Ordinances of the City of Odessa with amendments to Sec. 12-35 (b) to read, "The city **or its designee** is hereby authorized to conduct safety inspections of any licensed business establishment within Odessa city limits to more than one (1) time per calendar year, **unless a complaint is submitted.**" Motion seconded by Alderman Plachte, and carried with the following vote.

Roll call vote as follows:

Alderman Plachte	yes	Alderwoman Wrenn	yes
Alderman Palmer	yes	Alderwoman Polson	yes
Alderwoman Starr	absent	Alderwoman Finch	yes

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

Bill No. 2026-21 became **Ordinance No. 3185**

#### **Work Shop ~ Electrical Rates**

David Brown of Allgeier, Martin and Associates, Inc. presented his recommendations and options for the city's utility rates (see attached handout). Please note that the option numbers were incorrect. The board discussed the options and provided Mr. Brown with direction to prepare a three (3)-year plan and a plan for ECA rates. The plan and an ordinance will be reviewed at the Monday, June 22<sup>nd</sup> board meeting.

#### **Aldermen ~ Request for New Items**

Alderwoman Wrenn requested that the board discuss the extension of the ECA credit application deadline. The deadline to submit is June 28<sup>th</sup>.

**Next Regular Scheduled Meeting:**

Monday, June 8, 2026, at 6:00 p.m. Regular Session

**Adjourn**

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Palmer, seconded by Alderwoman Finch, to adjourn the meeting at 8:45 p.m. **Motion carried 5- Aye, 0-No.**

*The foregoing minutes are a summary of the proceedings of the meeting. For a complete verbatim record, including audio/video recording, please refer to the official meeting recording available on the City's website.  
<https://www.cityofodessamo.com/>*

Approved:

CITY OF ODESSA

\_\_\_\_\_

\_\_\_\_\_  
Bruce Whitsitt, Mayor

ATTEST

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



**SCOTT FITZPATRICK**  
MISSOURI STATE AUDITOR

May 19, 2026

Brune Whitsitt, Mayor  
City Hall  
228 S 2nd  
City of Odessa, MO 64076

Dear Mr. Whitsitt:

Pursuant to Section 29.230, RSMo, the State Auditor's Office will be performing an audit of the City of Odessa. The Lafayette County Clerk has certified that 434 signatures submitted are signatures of registered, resident voters. These signatures meet the requirement for a petition audit of the City of Odessa.

The required number of signatures for a petition audit of the City of Odessa is 15 percent of the number of votes cast in the last gubernatorial election with a minimum requirement of 392. The Lafayette County Clerk has determined there were 2,611 votes cast. As 15 percent of 2,611 is 392, the minimum number of signatures required is 392.

The estimated cost of the audit is \$85,000 - \$135,000 (as stated on the petition signature forms). Pursuant to Section 29.230, RSMo, the City of Odessa will pay the actual cost of the audit upon completion of the audit. Please make appropriate plans to budget for this cost. We will contact you before we begin the audit to discuss the audit process and any questions you may have.

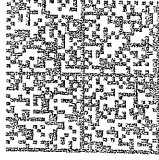
If you have questions regarding this information, please contact me at (573) 751-4213.

Sincerely,

Lori Melton, CPA  
Assistant Audit Director

LM/BP

OFFICE OF MISSOURI STATE AUDITOR  
PO BOX 869  
JEFFERSON CITY MO 65102



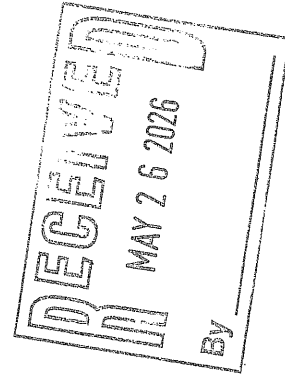
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Brune Whitsitt, Mayor  
City Hall  
228 S 2nd  
City of Odessa, MO 64076



DE JESSE SACRE



**CITY OF ODESSA, MISSOURI  
ELECTRIC RATE RECOMMENDATION  
MARCH 2026**

New Rates from updated information: (Hold Base and raise Energy Use Charge primarily)  
Residential

	Year 1	Year 2	Year 3
Base	\$21.91	\$21.91	\$21.91
Energy Use	0.1032 \$/kWh	0.1094 \$/kWh	0.1140 \$/kWh
Percent Growth	5%	5%	5%

Split Commercial	<i>Small</i>	<i>Large</i>
Base	\$40.75	\$40.75
Energy Use	0.1173 \$/kWh	0.1100 \$/kWh
Demand Chg.	0	10 \$/kW
Percent Growth	-14%	16%

**Overall Outcome Predicted**

Year 1 – Short \$450k so only have \$250k for capital improvements to the system. Have minimum \$2,500,000 for emergency (tight) and no money for price or debt risk.

Year 2 – Have \$617k to put \$450k back into the reserve and the rest to spend on improvements (Less than \$250k).

Year 3 – Need to reevaluate rates and adjustments. Need to reevaluate reserve. Reserve required predicted to be \$4,400,000 due to inflation and fuel cost risks (may change). If growth estimated on Annual Rate Calculation sheet is true will have more meters and higher per meter use. Will have \$100k over required funds for capital improvement and reserve restoration.

Final Reserve should be maintained between \$4,000,000 and \$5,500,000 at the current interest rate and risk level. With a small utility like Odessa, MO it is hard to raise dollars because there are too few payees. Recommend the higher end of this range to avoid shortages later. This money is owned by every payee on the system so the power stays on.

**CITY OF ODESSA, MISSOURI  
ELECTRIC RATE RECOMMENDATION  
MARCH 2026**

**Current:**

Electric Department is 62.3% of Utility Fund (20) by Revenue, Water Plant is 14.7% and Waste Water is 23.0%. 2024-2025 Revenue for Utility Fund was \$9,743,374. Expenses were \$9,262,977, leaving \$480,397.

Electric Department related remaining funds after cost was \$852,654.

Electric paid 44% of administrative costs but there were 56% of administrative costs remaining. (794,752).

Projections show that Electric Departments revenue will be further and further under cost and is not providing sufficient capital improvement funds.

Population growth is less than 1% per year with projections showing 5.4 new population a year.

There is some increase projected in kWh/customer, but not enough to make up the difference. Current kWh/customer was 1,019 kWh/ Customer/Month.

The rate increase over the last 4 years was effectively 2.1% total. The other utilities in the area have increased their rates 2-3 times by 6% to 15% or more each time to cover the increasing costs of generating and operating an electric utility.

Cost of Service shows that the Residential Rate is under collecting. Commercial is slightly over collecting per the costs to provide services. This requires the rates to be adjusted over the next 3 to 4 years.

There are limited reserve funds for Line or Equipment maintenance and upgrades. There needs to be 12% to 15% of electrical revenue funds for emergencies, maintenance and upgrades. A better way to look at maintenance and improvement funds is 5-15% of Total Distribution Plant (\$15,500,000) Currently spend ~\$135k a year and this will increase as infrastructure is left to deteriorate. Distribution System Study is required to identify where upgrades are most needed.

**Proposed:**

Resulting Rates for 4 year steps from COS Study Report

TABLE OF EXISTING AND PROPOSED RATES											
Four Year Alternate Rates											
PROPOSED RATES 2026-2027			PROPOSED RATES 2027-2028			PROPOSED RATES 2028-2029			PROPOSED RATES 2029-2030		
Residential			Residential			Residential			Residential		
Base Charge	\$22.12	/Month	Base Charge	\$23.13	/Month	Base Charge	\$24.26	/Month	Base Charge	\$25.00	/Month
Energy Charge	\$0.1039	/kWh	Energy Charge	\$0.1150	/kWh	Energy Charge	\$0.1200	/kWh	Energy Charge	\$0.1222	/kWh
Commercial			Commercial			Commercial			Commercial		
Base Charge	\$40.50	/Month	Base Charge	\$34.59	/Month	Base Charge	\$30.00	/Month	Base Charge	\$26.27	/Month
Energy Charge	\$0.1230	/kWh	Energy Charge	\$0.1312	/kWh	Energy Charge	\$0.1312	/kWh	Energy Charge	\$0.1312	/kWh
Industrial			Industrial			Industrial			Industrial		
Base Charge	\$60.00	/Month	Base Charge	\$61.00	/Month	Base Charge	\$62.00	/Month	Base Charge	\$64.00	/Month
Demand Charge	\$10.00	/kW	Demand Charge	\$10.00	/kW	Demand Charge	\$10.00	/kW	Demand Charge	\$10.00	/kW
Energy Charge	\$0.1000	/kWh	Energy Charge	\$0.1087	/kWh	Energy Charge	\$0.1200	/kWh	Energy Charge	\$0.1306	/kWh
Primary Metered			Primary Metered			Primary Metered			Primary Metered		
Base Charge	\$57.00	/Month	Base Charge	\$63.00	/Month	Base Charge	\$61.28	/Month	Base Charge	\$69.00	/Month
Demand Charge	\$8.00	/kW	Demand Charge	\$8.50	/kW	Demand Charge	\$9.00	/kW	Demand Charge	\$10.00	/kW
Energy Charge	\$0.1000	/kWh	Energy Charge	\$0.1025	/kWh	Energy Charge	\$0.1050	/kWh	Energy Charge	\$0.1100	/kWh

Update ECA method and consider raising the base from 80.30 to 90.30 \$/MWh. Method has been rewritten for your consideration.

**Summary:**

Increase rates by small steps. Reach Electric Department Cost of Service Plan rates within 3 to 4 years. Complete a rate review every three years to match change in costs as they occur in the years after.

Collect Operations and Maintenance funds for Electric Department use and put it in the Electric Reserve.

Adjust ECA method and base to keep up with energy cost increases over next 4 years.

Continue the 3% a year annual updates after the four year plan.

Overall revenue increase: ~\$625,000 for rates and ~\$100,000 from ECA = \$725,000.

Plan will keep Utility Fund above \$0 and will keep Electric Department with funds to increase reliability, resiliency and grow commercial and industrial loads for Odessa.



# Odessa, MO Utility Rates Planning Recommendations and Options



## Background

- Cost of Service completed March 2026
  - Presented Cost assessment and Fairness of Current Rates
  - Two Plans: 3 year and 4 year plan
- ECA “Rehab” February 2019 to April 2026
- Request for adjustment of rate plan
  - Split Commercial into Small and Large?
  - Make more competitive rates vs Higginsville and Evergy
  - Can we leave “Base” and only raise Energy Charge for Residential and Commercial Rate Classes
- City and Utility called for a Workshop
  - Get all on the same page information wise
  - Determine best rate plan for Odessa, MO





## Cost-of-Service Basis

- Data received and researched for the COS and Rate Study
- Audits (FY 23-24 and FY 24-25)
- Billing Data for Summer and Winter (Worst Weather Days)
- Budgets (FY 23-24 and FY 24-25)
- Economic Reports for Area
- Other Municipals, Cooperatives, and Investor-Owned Utilities in Area
- MPUA Billing and Reports
- Current Rates
- City Strategy
- Distribution System Condition
- Overall Utility Funds Balance
- Administrative Costs (Whole Utility and Electric ONLY)
- Electric Reserve Funds
- Rate History and Balance
- Demographics and Growth Metrics
- 50 Years of Cost-of-Service Analysis and Rate Formation Tools



## Method (Utility Method)

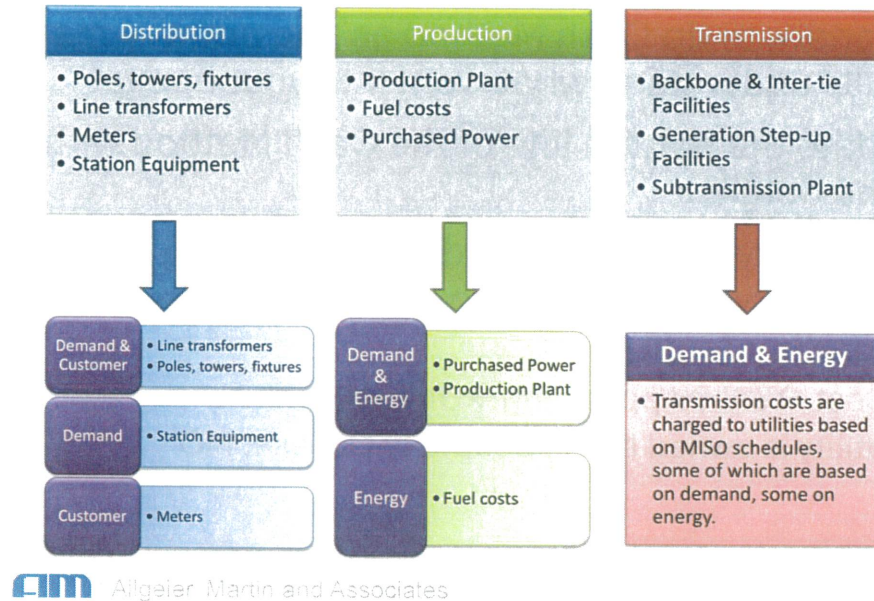
NARUC, APPA, Best Practice, Accounting Based

- Assign accounts to cost behavior (per kW, per kWh, per Meter)
- Assign costs to electric utility function
- Assign function utilization to rate classes and per customer
- Assess required emergency funds (percent of total plant)
- Assign increases (inflation, pay raises, current debt, current projects, electric use increase/decrease, increase in population, etc...)
- Develop a test year and apply city strategy and direction
- Determine Cost of Service and apply to Rate Development





## Cost-of-Service Functionalization to Classification



## Method (Cash Method)

- Smaller Utilities
- Determine Required Revenue to Operate Utility
  - Daily costs - Emergency Fund (Weather Damage)
  - Debt - Maintenance and Repair
  - System Imp. - Known Increases (Power Cost, Staff Cost, etc..)
- Develop a test year and apply city strategy and direction
- Determine Rates to Provide:
  - Cost + Emergency Funds + Capital Improvements + Debt
  - This method was used to validate the Proposed Rates
  - Prefer using the Utility Method to know Cost of Service
  - Rates actually chosen are well informed by costs, fairness, and ability to reach the utilities and towns goals
  - Best way to provide lowest cost reliable power

THE TWO TOGETHER GIVE ASSURANCE FOR GOOD RATE DECISIONS





## Why Utility Method First?

- Biggest reason is it tells me what your usage patterns are and where they are headed
- Secondly, to do Cash Method as the primary method I need to fully understand what went into your budget
- Validate the bottom line of the Cash Method without knowing all the details
- Also, Utility Method really digs in and helps understand how the utility works and where the money goes (Pretty Good Secondary Audit)
  - Cost → Bill → Application → Utility Health
  - Utility is owned by the people of Odessa, MO



## Electric Reserves

Purpose:

- Funds on hand for immediate costs
- Protects Utility from going into debt or becoming insolvent
- Let the utility do what is needed to keep the lights on
- Electric Reserve Fund =
  - Emergency Funds
  - Debt Risk
  - Power Cost Risk
  - Capital Improvements
  - Maintenance





# Emergency Electric Fund Reserves

## Purpose:

- Keep the Utility no matter what happens!
- Electricity is critical to the well being of the town
- Weather, Accidents, Ageing Equipment, Vegetation can shutdown the power for everyone in a moment
- Fewer meters for the small utility means it is harder to recover from these events
- Costs are somewhat unpredictable and reserves let the utility be flexible
- Some years require more maintenance or upgrades than planned
- Commercial opportunities can have short half lives and reserves allow the utility to move quickly in the best interest of their users



# Emergency Fund Reserves

## How much should we have on hand to be healthy?

- Determine replacement cost of entire Distribution System assets- \$\$\$'s
  - Substation – Transformers, Switches, Structures, Conductor, Labor
  - Power Lines (Primary Backbone Lines) – Poles, Fuses, Service Transformers
  - Services – Lines to Homes and Businesses, Meters
  - Vehicles – Bucket Trucks, Pickups
- Determined the Odessa MO Utility system would cost just over \$15,500,000 (FY 24-25 dollars)





## Emergency Fund Reserves

- Utilities typically keep 10 – 20% of this total as Emergency Funds
  - FEMA is not guaranteed to pay and is a very slow to reimburse of costs after the fact
  - Quick restoration requires that lack of reserve funds not be a bottleneck to getting back online
  - This is \$2,325,000 to \$3,100,000 before any other costs
  - Does not include Debt, Inflation, Staffing Costs, Increases to Power Purchasing Cost, and Capital Improvement Funds



## Electric Reserve Total

- Emergency Reserves – Storms, Accidents, Failing Equipment
- Reserves are Required for Maintenance of a Utility
  - Yearly maintenance increases reliability
  - Scheduled Maintenance is higher cost than Predictive
- Planned Capital Improvements
  - Bucket Trucks, Sectionalizing, Personnel Cost Changes, Upgrades to main infrastructure and grow commerce
  - Typical utility keeps 5 to 15%
  - \$2,325,000 is 15% for first year and decrease yearly over 5-8 years to \$1,000,000
- System Studies and Planning
  - Spend on the right projects at the right time
  - Use today's dollars instead of more expensive future dollars where needed
- Total Reserve is recommended to be: \$3.1M + \$2.325M  
= \$5,425,000

If the Minimum Numbers are used = \$3,900,000

- May not include enough for needed improvements to bring in commerce or improve reliability and resilience for Odessa

RECOMMEND NO LESS THAN \$5,000,000





## Rate Options

- There are many rate options:
- Flat Rate – Current
  - With Connection Charge (Base Rate)
  - Per kWh (Energy Usage Rate)
  - Per kW (Demand Rate)
  - Previously proposed 3yr or 4yr rate adjustment (with yearly reassessment)
- Time of Use (Based on Peak Demand in area)
  - Odessa's peak could be from 6AM to 4PM in Summer
  - Odessa's peak could be from 7AM to 3PM in Winter
  - Overnight is very flat
  - Summer is highest peak
- Inverted Block (Increasing Block) – Recommended – Encourages conservation
  - Small Increase in Base Rate per customer charge
  - Leave first block as it is up to half of the average (Ave = 1029 kWh,  $\frac{1}{2}$ \*Ave=515) or round up to 600 kWh
  - Increase each block by .02 and set to average use and above the average as their own blocks
    - Block1 = 600 kWh, Block2 =1500 kWh, Block3 >2100 kWh



## Flat Rate – Current Rate Structure

- This is the simplest to understand
- Does not make use at any time better than any other
- Doesn't send any signal for conservation
- Doesn't help with reducing overall peak to lower cost with the provider
- Raises cost across entire rate class the same
- Can't help the smaller users





## Time-of-Use

- This rate lets the utility to put pressure on users to use less when power costs the utility the most
- Time-of-use rewards conservation with lower bills
- Lets users have control over their own cost
- This rate pairs well with Inverted Block rates to increase the pressure on users to conserve



## Inverted Block (Increasing Block)

- This rate protects the users who conserve the most on their energy use
- Puts pressure on the heavy users to reduce their use
- The users who can best afford it pay slightly more
- The users who can not afford it pay a little less
- This rate pairs well with Time-of-Use to increase the pressure on users to conserve





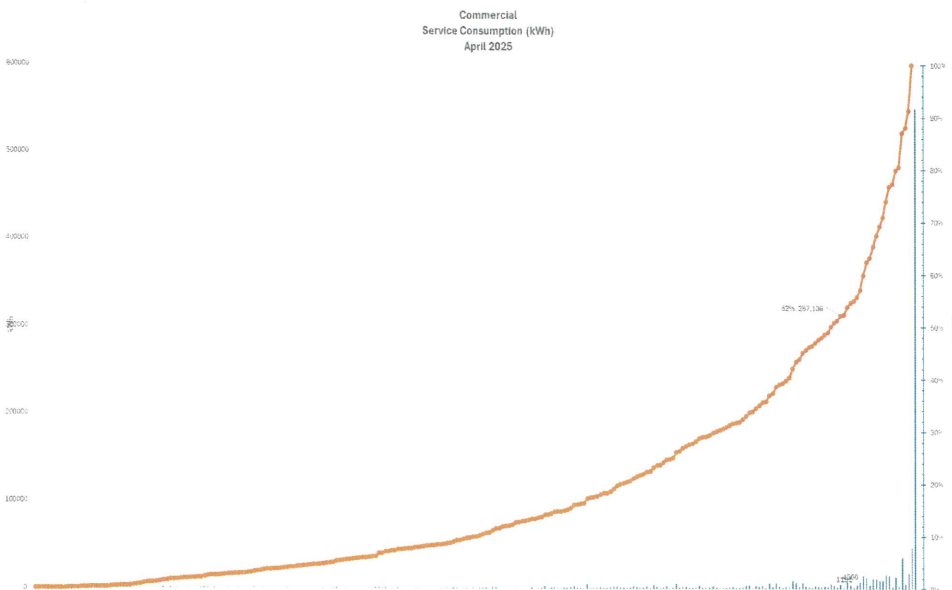
# Split Commercial

- Analysis of kWh and kW to determine division of rate class
- Large Commercial was split at a 4 month demand over 25kW
- Request to be Small Commercial can be reviewed based on four months of consistently being below 25kW demand
- Review of Commercial for being Large Commercial should be done on a yearly or every 6 months
- Large Commercial will also have a demand charge for maintenance of the transformers
  - Transformers are Owned by the Utility in Commercial Classes
  - Higher reliability demand of Large Commercial users
  - Allows the Small and Large Commercial to be adjusted separately as needed



# Split Commercial (continued)

- Split Commercial into Small and Large



No.	Group	Total kWh	Total kW
245	Small	281,976	1628
23	Large	268,444	1092

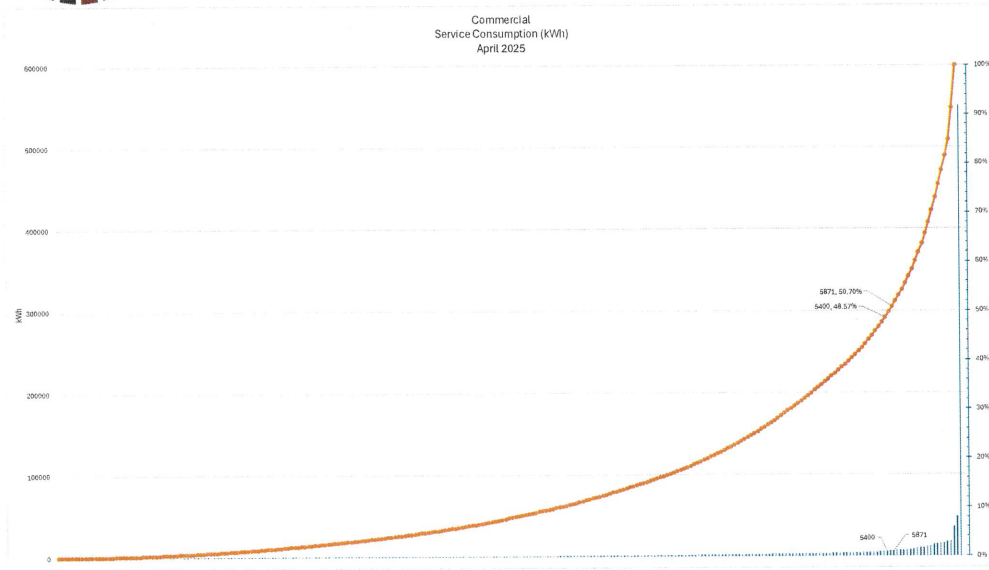
Sorted by Demand





# Split Commercial (continued)

- Split Commercial into Small and Large



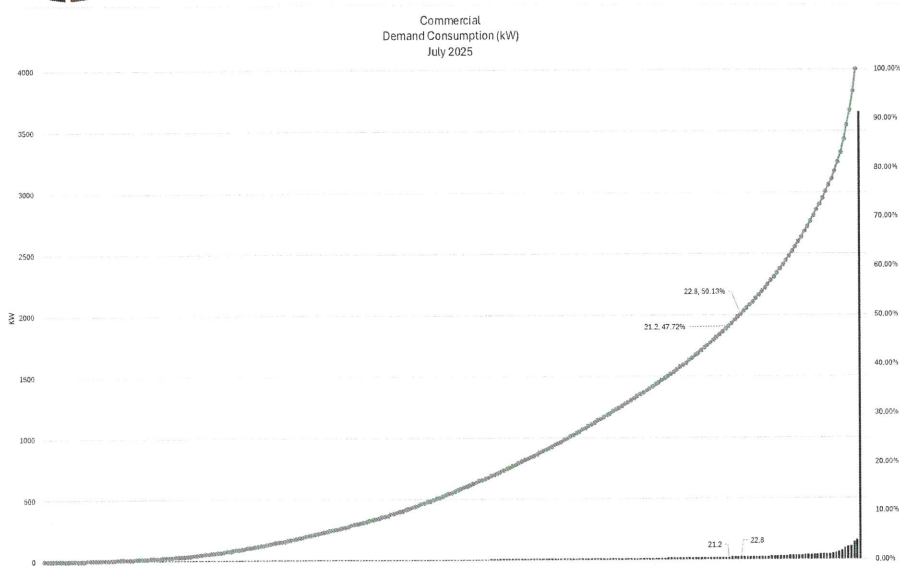
25kW Divide		Total	Total
No.	Group	kWh	kW
245	Small	281,976	1628
23	Large	268,444	1092

Sorted by Energy Use



# Split Commercial (continued)

- Split Commercial into Small and Large



		Total	Total
No.	Group	kWh	kW
245	Small	281,976	1628
23	Large	268,444	1092

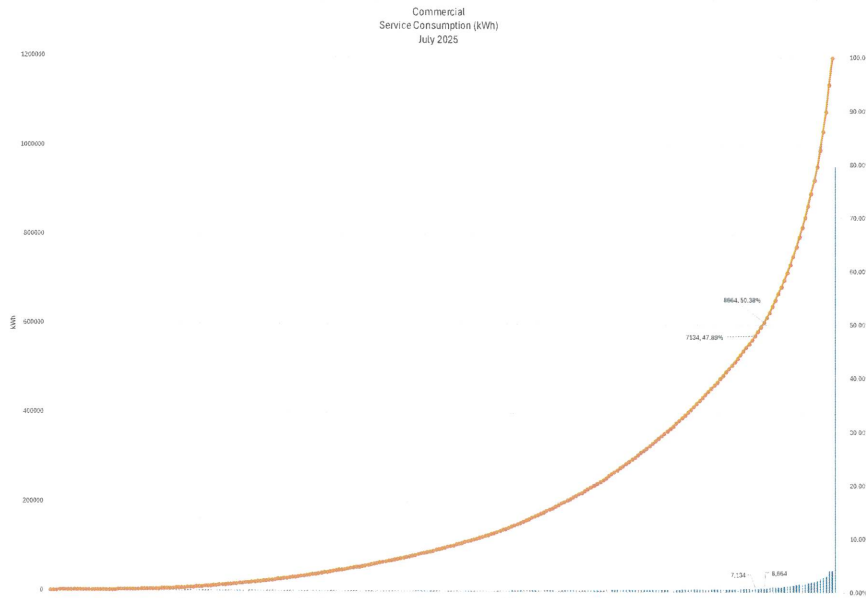
Sorted by Demand



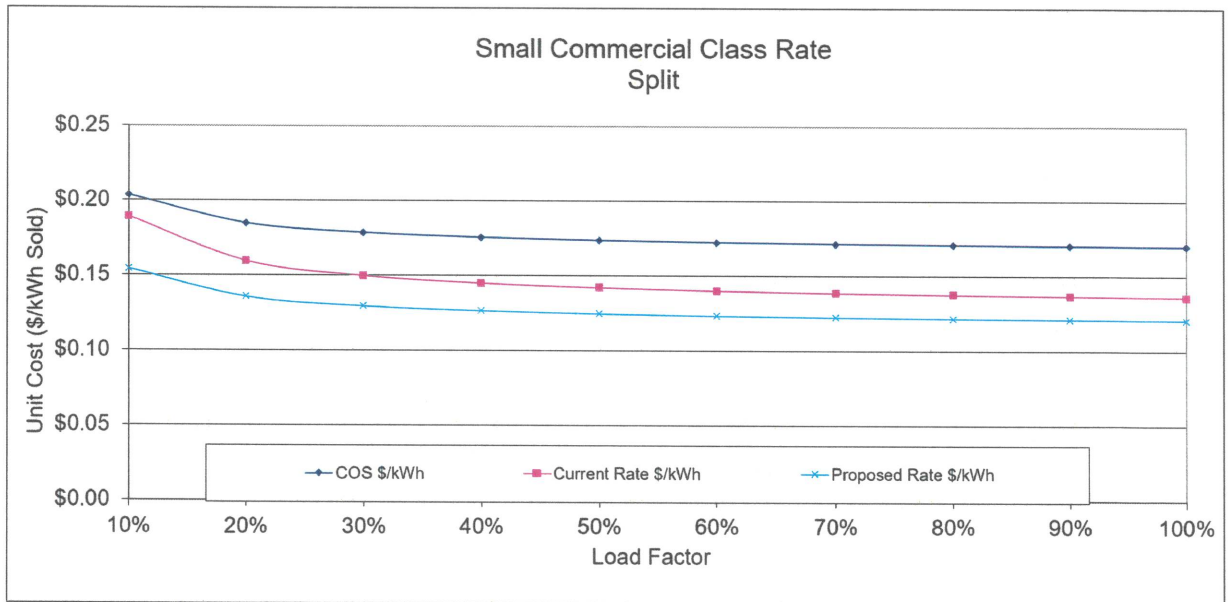


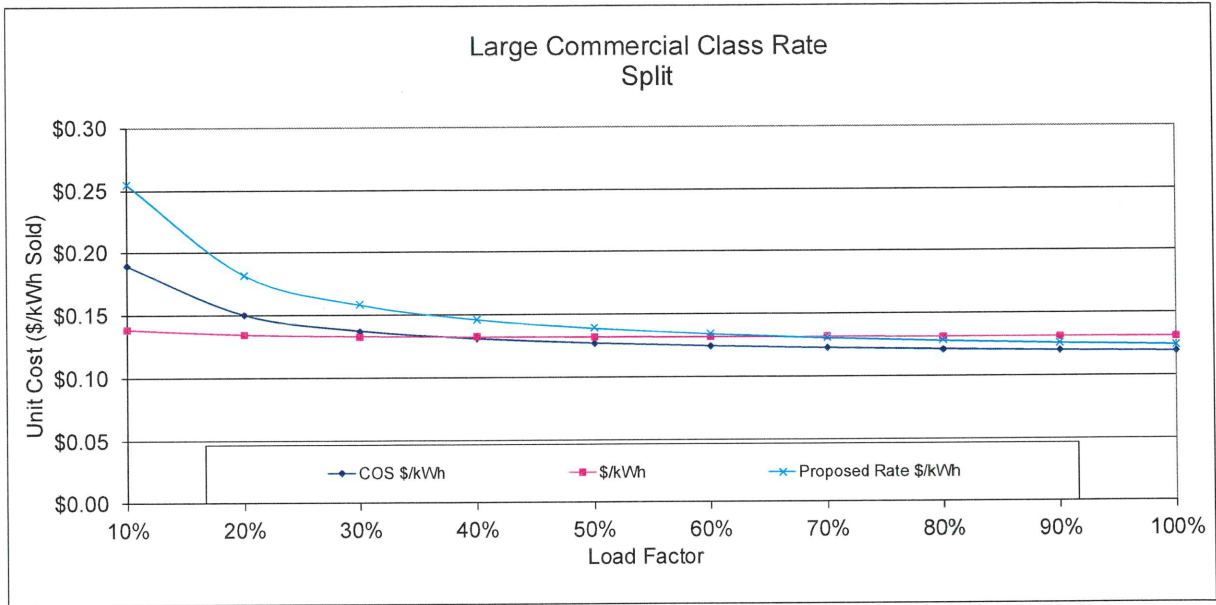
# Split Commercial (continued)

- Split Commercial into Small and Large



No.	Group	Total kWh	Total kW
245	Small	281,976	1628
23	Large	268,444	1092





## Rates Recommended in Report

3 Year Report Version

Rate Class	Cost of Service (\$/kWh)	Revenue from Existing Rates (\$/kWh)	Revenue from Minimal Rates (\$/kWh)	Shortage in Revenue (\$/kWh)	Percent Shortage
Residential	0.1294	0.1039	0.1168	0.0129	12.4%
Commercial	0.1383	0.1421	0.1410	-0.0011	-0.8%
Industrial	0.1591	0.1245	0.1434	0.0189	15.2%
Primary Metered	0.1342	0.1185	0.1301	0.0116	9.8%

Residential Rate Schedule (Minimal – 3 Year Plan)						
Minimal Rate Yearly Updates	Year 1	Rate 1	Year 2	Rate 2	Year 3	Rate 3
Customer Charge per Month	+\$4.13	\$25.00	+0.635	\$25.64	+0.635	\$26.27
Energy Charge per kWh	+0.0118	0.1100	+0.0061	0.1161	+0.0061	0.1222





# 3 Year Option – New kWh and Meter Count

- Residential – Adjusted to new use and base

	Year 1	Year 2	Year 3
Base	\$21.91	\$21.91	\$21.91
Energy Use	0.1032 \$/kWh	0.1094 \$/kWh	0.1140 \$/kWh
Percent Growth	5%	5%	5%
Margin for Rate Class	\$ 630 k Short	\$ 320 k Short	\$ 17 k

	Small Year 1	Large Year 1
Base	\$40.75	\$40.75
Energy Use	0.1173 \$/kWh	0.1100 \$/kWh
Demand Chg.	0	10 \$/kW
Percent Growth	-14%	16%

Overall very close to Calc sheet.  
Reach Full Reserve in 5 years  
Above cost after 2 years

Up 52k for Commercial  
over Cost of Service



# 4 Year Option from Report

Resulting Rates for 4 year steps.

TABLE OF EXISTING AND PROPOSED RATES											
Four Year Alternate Rates											
PROPOSED RATES 2026-2027			PROPOSED RATES 2027-2028			PROPOSED RATES 2028-2029			PROPOSED RATES 2029-2030		
Residential			Residential			Residential			Residential		
Base Charge	\$22.12	/Month	Base Charge	\$23.13	/Month	Base Charge	\$24.26	/Month	Base Charge	\$25.00	/Month
Energy Charge	\$0.1039	/kWh	Energy Charge	\$0.1150	/kWh	Energy Charge	\$0.1200	/kWh	Energy Charge	\$0.1222	/kWh
Commercial			Commercial			Commercial			Commercial		
Base Charge	\$40.50	/Month	Base Charge	\$34.59	/Month	Base Charge	\$30.00	/Month	Base Charge	\$26.27	/Month
Energy Charge	\$0.1230	/kWh	Energy Charge	\$0.1312	/kWh	Energy Charge	\$0.1312	/kWh	Energy Charge	\$0.1312	/kWh
Industrial			Industrial			Industrial			Industrial		
Base Charge	\$60.00	/Month	Base Charge	\$61.00	/Month	Base Charge	\$62.00	/Month	Base Charge	\$64.00	/Month
Demand Charge	\$30.00	/kW	Demand Charge	\$30.00	/kW	Demand Charge	\$30.00	/kW	Demand Charge	\$30.00	/kW
Energy Charge	\$0.1000	/kWh	Energy Charge	\$0.1087	/kWh	Energy Charge	\$0.1200	/kWh	Energy Charge	\$0.1306	/kWh
Primary Metered			Primary Metered			Primary Metered			Primary Metered		
Base Charge	\$57.00	/Month	Base Charge	\$63.00	/Month	Base Charge	\$61.28	/Month	Base Charge	\$69.00	/Month
Demand Charge	\$8.00	/kW	Demand Charge	\$8.50	/kW	Demand Charge	\$9.00	/kW	Demand Charge	\$10.00	/kW
Energy Charge	\$0.1000	/kWh	Energy Charge	\$0.1025	/kWh	Energy Charge	\$0.1050	/kWh	Energy Charge	\$0.1100	/kWh

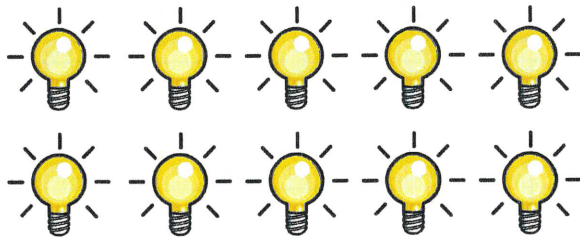




Odessa Board Proposed Rates - Five Year Rates														
Proposed Rates 2026-2027			Proposed Rates 2027-2028			Proposed Rates 2028-2029			Proposed Rates 2029-2030			Proposed Rates 2030-2031		
<b>Residential</b>														
Base Charge	\$ 21.91	/Month	Base Charge	\$ 21.91	/Month	Base Charge	\$ 21.91	/Month	Base Charge	\$ 21.91	/Month	Base Charge	\$ 21.91	/Month
Energy Charge	\$ 0.1031	/kWh	Energy Charge	\$ 0.1083	/kWh	Energy Charge	\$ 0.1137	/kWh	Energy Charge	\$ 0.1194	/kWh	Energy Charge	\$ 0.1254	/kWh
<b>Commercial 1</b>														
Base Charge	\$ 40.75	/Month	Base Charge	\$ 40.75	/Month	Base Charge	\$ 40.75	/Month	Base Charge	\$ 40.75	/Month	Base Charge	\$ 40.75	/Month
Energy Charge	\$ 0.1173	/kWh	Energy Charge	\$ 0.1173	/kWh	Energy Charge	\$ 0.1173	/kWh	Energy Charge	\$ 0.1173	/kWh	Energy Charge	\$ 0.1173	/kWh
<b>Commercial 2</b>														
Base Charge	\$ 40.75	/Month	Base Charge	\$ 41.97	/Month	Base Charge	\$ 44.53	/Month	Base Charge	\$ 44.53	/Month	Base Charge	\$ 45.87	/Month
Demand Charge	\$ 10.00	/kW	Demand Charge	\$ 10.30	/kW	Demand Charge	\$ 10.93	/kW	Demand Charge	\$ 10.93	/kW	Demand Charge	\$ 11.26	/kW
Energy Charge	\$ 0.1100	/kWh	Energy Charge	\$ 0.1133	/kWh	Energy Charge	\$ 0.1202	/kWh	Energy Charge	\$ 0.1202	/kWh	Energy Charge	\$ 0.1173	/kWh
<b>Industrial</b>														
Base Charge	\$ 56.80	/Month	Base Charge	\$ 56.80	/Month	Base Charge	\$ 56.80	/Month	Base Charge	\$ 56.80	/Month	Base Charge	\$ 45.87	/Month
Demand Charge	\$ 7.12	/kW	Demand Charge	\$ 7.33	/kW	Demand Charge	\$ 7.55	/kW	Demand Charge	\$ 7.78	/kW	Demand Charge	\$ 11.26	/kW
Energy Charge	\$ 0.0988	/kWh	Energy Charge	\$ 0.0988	/kWh	Energy Charge	\$ 0.0988	/kWh	Energy Charge	\$ 0.0788	/kWh	Energy Charge	\$ 0.1238	/kWh
<b>Primary Metered</b>														
Base Charge	\$ 68.39	/Month	Base Charge	\$ 68.39	/Month	Base Charge	\$ 68.39	/Month	Base Charge	\$ 68.39	/Month	Base Charge	\$ 68.39	/Month
Demand Charge	\$ 7.12	/kW	Demand Charge	\$ 7.33	/kW	Demand Charge	\$ 7.55	/kW	Demand Charge	\$ 7.78	/kW	Demand Charge	\$ 8.01	/kW
Energy Charge	\$ 0.0936	/kWh	Energy Charge	\$ 0.0983	/kWh	Energy Charge	\$ 0.1033	/kWh	Energy Charge	\$ 0.1084	/kWh	Energy Charge	\$ 0.1138	/kWh



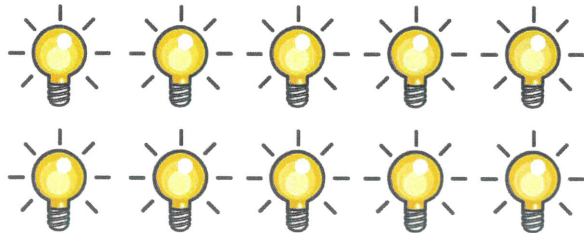
kW - Demand  
One 1000 Watt bulb



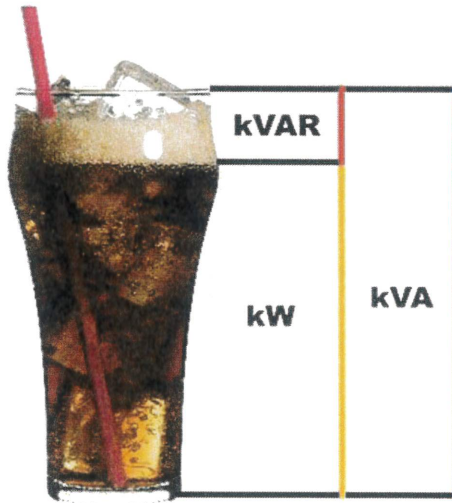
Ten 100 Watt bulbs



kWh  
1000 Watt for 1 Hour



100 Watt for 1 Hour



Capacity of glass  
**Apparent power (kVA)**

Foam  
**Reactive power (kVAR)**

Soda  
**Real power (kW)**

Power factor  
**Soda (kW) /  
Capacity of glass (kVA)**



# Future System Study

- Update system map
- Generate a computer model
- Analyze consumer loads
- Determine system issues
- Recommendations and improvements
- Cost Plan
- Support Budget Decisions



# Odessa Police Department

310 S First Street • Odessa, MO 64076

Phone: 816-633-7575 • Fax: 816-633-7221 • [odessapd@cityofodessamo.com](mailto:odessapd@cityofodessamo.com)

June 3, 2026

Shawna,

Officers worked over **760 incidents** in May.

I'm excited to report that the Odessa Police Department has successfully filled its vacant patrol officer position with the **hiring of Officer Abby Walker**. Officer Walker joins the department from the University of Central Missouri Police Department and brings a strong educational and professional background to the organization. Prior to becoming a police officer, she worked as a 911 dispatcher, providing her with a solid understanding of emergency response operations and public safety communications. She holds a degree in Communications from Northwest Missouri State University and is a graduate of the Central Missouri Police Academy in Warrensburg. In addition, Officer Walker is certified as a Type II Breath Instrument Maintenance Operator and holds both Advanced Roadside Impaired Driving Enforcement (ARIDE) and Crisis Intervention Team (CIT) credentials. Officer Walker has already begun her field training program and is progressing through the department's onboarding process. I look forward to introducing her to the Board of Aldermen at a future meeting.

**Codes Enforcement** is currently working **41 active** enforcement cases. Codes Enforcement has **closed 86** cases for the year 2026 and taken **18 new** enforcement cases for May 2026. We would remind residents that they are required to maintain their yard grass to a height below ten inches. We would also remind residents not to mow grass into the streets.

**Officer Nathan Holmberg and Officer Alexis Parrott attended highway drug investigation training** the Midwest Counter Drug Training Center in Johnston, Iowa. This training is subsidized by the United States Department of Justice. The primary purposes of Highway Drug Investigations are to detect, interdict, and disrupt the continual flow of illicit drugs on federal, state and local roadways.

On May 4, 2026, School Resource Officer Andrew Lockhart and School Resource Officer Ben Brown conducted the **2025/2026 DARE program graduation** at the Odessa Upper Elementary School. SRO Lockhart provided DARE education to 5<sup>th</sup> grade students. This was SRO Lockhart first DARE education experience. SRO Lockhart did an excellent job presenting the DARE material to the students! I believe the DARE program is essential in helping children resist drug and alcohol temptation as well as learn valuable anti-bullying techniques. The DARE program culminates at the end of the school year with our countywide law enforcement day which will be held May 8, 2026.

On May 8, 2026, nearly 600 5<sup>th</sup> grade DARE graduates attended the **2026 Lafayette County Law Enforcement Day** in Higginsville. This was the 32<sup>nd</sup> annual Law Enforcement Day! SRO Andrew Lockhart, Sergeant Derek Zarda with Hawkeye, Lieutenant Phillip Salmon, SRO Ben Brown, and SRO Samantha Bell with Radar attended the event and had a great time interacting with all of the students. Odessa graduated about 160 DARE students from the program, and they were all able to attend. We shared some photos of the event on social media.

May 10 - May 16, 2025, the United States recognized **National Police Week 2026**. During National Police Week, the Odessa Police Department joined law enforcement agencies across the nation in recognizing the service and sacrifice of law enforcement officers. National Police Week provides an opportunity to honor those who have given their lives in the line of duty while also recognizing the daily commitment of officers who serve and protect their communities. I would like to thank the men and women of the Odessa Police Department for their professionalism, dedication, and willingness to answer the call of service each day. Their efforts help ensure the safety and well-being of our residents and reflect positively on the City of Odessa. The department also remembers and honors the fallen officers whose sacrifices will never be forgotten.

On May 27, 2026, the **Odessa Police Department participated in force-on-force training**. As part of my ongoing commitment to professional development and risk reduction, Odessa police officers completed force-on-force training utilizing simulation munitions. Officers were exposed to realistic, high-stress scenarios designed to test judgment, tactics, communication, and use-of-force decision-making. This type of experiential training is widely recognized as one of the most effective methods for preparing officers to manage critical incidents safely and effectively.

For more than five years, the Odessa Police Department has been evaluating options to replace its aging **Records Management System**. During the past year, Captain Liese has led extensive research efforts to identify a modern platform capable of meeting the department's operational, reporting, and technological needs. While RMS replacement funding has been included in this fiscal year's CIP, we have also been working with the police departments in Higginsville, Concordia, and Lexington to pursue a regional solution through the Missouri Blue Shield Program. By combining grant funding, the participating agencies hope to leverage greater purchasing power and implement a county-wide records management system that benefits all public safety partners. The proposed RMS has been thoroughly vetted by county law enforcement agencies and offers significant improvements over our current system, including enhanced interoperability with state databases, electronic citation (eCitation) capabilities, and full compliance with National Incident-Based Reporting System requirements. This approach has the potential to improve efficiency, data sharing, and service delivery while maximizing the value of available grant funding.

The City of Odessa has received two bids for the construction of a new **Animal Control Building** to be located at the Northwest Wastewater Treatment Plant. This project was included in the current fiscal year's CIP and is intended to provide a modern facility to support the City's animal control operations. Lieutenant Salmon, Captain Liese, and I have reviewed the submitted proposals and conducted site visits of similar facilities to evaluate construction quality, functionality, and long-term value. This project will include utility infrastructure installation performed by the City of Odessa. The RFP was posted on our website during the first week of April 2026 and publicly advertised in The Odessan newspaper, with proposals being opened on May 18, 2026. Staff is currently evaluating the proposals and will present a recommendation to the Board of Aldermen at a future meeting for consideration and possible award.

Respectfully,

Josh Thompson  
Chief of Police & Emergency Management Director



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

**The Municipal Division of the Circuit Court of Lafayette County for the City of Odessa was held in regular session on May 12, 2026, at 9:30 am. Court is held in the Community Building Courtroom at 601 W Main St, Odessa.**

**Municipal Presiding Judge: Carl Scarborough  
City Prosecuting Attorney: 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 June 9, 2026 at the Odessa Community Building.**

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: CITY OF ODESSA	Reporting Period: May 1, 2026 - May 31, 2026	
Mailing Address: 601 W MAIN STREET, ODESSA, MO 64076				
Physical Address: 601 W MAIN STREET, ODESSA, MO 64076			County: Lafayette County	Circuit: 15
Telephone Number:		Fax Number:		
Prepared by: Jennifer LeBlanc		E-mail Address: jennifer.leblanc@cityofodessamo.com		
Municipal Judge: CARL SCARBOROUGH				
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		27	329	86
B. Cases (citations/informations) filed		0	22	17
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		2	24	7
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	7	0
6. dismissed by court		0	4	0
7. <i>nolle prosequi</i>		0	6	2
8. certified for jury trial (not heard in Municipal Division)		0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>		2	41	9
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		25	310	94
E. Trial de Novo and/or appeal applications filed		0	0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>		<b><u>IV. PARKING TICKETS</u></b>		
1. # Issued during reporting period	22	1. # Issued during period		0
2. # Served/withdrawn during reporting period	2	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	303			

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b><u>COURT INFORMATION</u></b>	Municipality: CITY OF ODESSA	Reporting Period: May 1, 2026 - May 31, 2026
---------------------------------	------------------------------	--

<b><u>V. DISBURSEMENTS</u></b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$3,692.98	Court Automation	\$420.00
Clerk Fee - Excess Revenue	\$552.00	Court Automation-Time Payment	\$41.01
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$17.02	Due To Debt Collection	\$192.55
		Overpayment	\$0.02
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	State's % of Time Pay Fee	\$35.89
		Time Payment Fee	\$51.27
<b>Total Excess Revenue</b>	<b>\$4,262.00</b>	<b>Total Other Disbursements</b>	<b>\$740.74</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>		<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	
		<b>\$8,203.22</b>	
Fines - Other	\$2,179.50	<b>Bond Refunds</b>	<b>\$25.00</b>
Clerk Fee - Other	\$168.00	<b>Total Disbursements</b>	<b>\$8,228.22</b>
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$60.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$427.80		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.18		
Law Enforcement Training (LET) Fund surcharge	\$120.00		
Domestic Violence Shelter surcharge	\$120.00		
Inmate Prisoner Detainee Security Fund surcharge	\$120.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$3,200.48</b>		



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

**Planning & Zoning Meeting**

May 21, 2026 regular meeting

**NEW BUSINESS**

**VACATION/VAC-01-2026/EAST MARLOW STREET RIGHT  
OF WAY BETWEEN BLOCK 1 & BLOCK 2 MCBURNEY'S  
ADDITION**

Motion carried to **APPROVE** vacation recommendation;  
5-Ayes, 0 Noes

**OLD BUSINESS**

**Parking and Driveway-Continued discussion.**

The next regular Planning & Zoning meeting is June 18, 2026.

**Board of Adjustment Meeting**

None

**Active Projects**

Taco Bell

**New Construction Permits**

118 S. Johnson Dr. (Single Family)

605 W. Dryden St. (Single Family)

708 W. Dryden St. (Single Family)

**Other Permits Issued**

Electric	2
Fence	2
Plumbing/Sewer	3
Other	4
<b>Total</b>	<b>11</b>

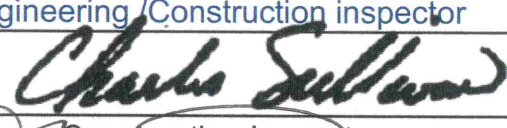
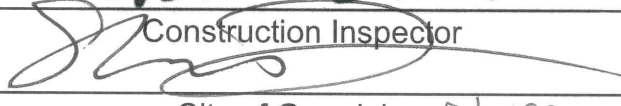
City of Odessa - 2nd Street Historic Downtown District Improvements

**CONSTRUCTION PAYMENT APPLICATION**

Project 2ND STREET HISTORIC DOWNTOWN DISTRICT IMPROVEMENTS Application No. 1  
CITY OF ODESSA, MISSOURI Date 05/11/2026  
Contractor KAT Excavation Inc. Period to 04/30/2026  
309 N Oak St. Bates city , MO, 64011 Project No. 21KC10015  
Fed No. TAP-9901(440)

Date of Award 01/26/26 Contract Calendar Days 120  
Date to Proceed 03/30/26 Time Extension 0  
Ordinance No. \_\_\_\_\_ Calendar Days to Date 32  
Expires 07/28/26

Original Contract Amount ..... \$ 1,328,628.34  
Change Orders to Date (Thru C.O. No. ) ..... \$ 0.00  
Current Contract Amount ..... \$ 1,328,628.34  
Total Amount of Work to Date ..... \$ 228,420.05  
Less 0% to be Retained ..... \$ 0.00  
Net Amount of this Estimate ..... \$ 228,420.05  
Less Total Previous Payments to Contractor ..... \$ 0.00  
Balance Due Contractor ..... \$ 228,420.05

By Ghassan Tabyah  
Title CFS Engineering /Construction inspector Date 05/12/2026  
Verified By  Date 5-27-2026  
Construction Inspector  
Approved By  Date 5/29/24  
City of ~~Grandview~~ Odessa

80-80-5688 

**SCHEDULE OF VALUES BREAKDOWN**  
 Odessa Sidewalk Improvement Project  
 CITY OF ODESSA  
 ARCHITECT PROJECT NO.: TAP-9901(440) 2ND STREET  
 CONTRACTOR PROJECT NO.: 2610

PAY ESTIMATE NO.: 1  
 Period Ending:  
 % Complete:

CONTRACTOR'S NAME AND ADDRESS:  
 KAT Excavation, Inc.  
 309 North Oak Street  
 Bates City, MO 64011

SOV  
 17%

Item No.	Qty	Unit	Description	CURRENT CONTRACT			TOTAL THIS PERIOD			PREVIOUS TOTAL			TOTAL TO DATE		
				QTY	Unit Price	Total Cost	Unit Complete	Total Cost	Unit Complete	Total Cost	Unit Complete	Total Cost	Unit Complete	Total Cost	
202-20.10	1	LS	REMOVAL OF IMPROVEMENTS		\$ 235,939.00	\$ 235,939.00	23%	\$ 54,265.97				\$ 54,265.97	0.00	\$ 0.00	181,673.03
207-20.00	7.7	STA	LINEAR GRADING CLASS 2		\$ 4,950.00	\$ 38,115.00	1.7	\$ 8,415.00				\$ 8,415.00	1.70	\$ 1,700.00	29,700.00
304-05.06	2569.2	SY	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)		\$ 21.02	\$ 54,004.58	590.00	\$ 12,401.80				\$ 12,401.80	590.00	\$ 12,401.80	41,602.78
401-12.09	222.8	TONS	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1) (2 IN.)		\$ 112.20	\$ 24,988.16							0.00	\$ 0.00	24,988.16
401-12.09	222.8	TONS	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1) (2 IN.)		\$ 112.20	\$ 24,988.16							0.00	\$ 0.00	24,988.16
401-30.00	556.3	TONS	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE) (6 IN.)		\$ 112.20	\$ 62,416.86							0.00	\$ 0.00	62,416.86
502-11.08	202	SY	CONCRETE PAVEMENT (6 IN. NON-REINFORCED) (DRIVEWAYS)		\$ 104.45	\$ 21,098.90	40.00	\$ 4,176.00				\$ 4,176.00	40.00	\$ 4,176.00	16,920.90
609-10.51	43	LF	CURB & GUTTER TYPE A		\$ 51.18	\$ 2,200.74							0.00	\$ 0.00	2,200.74
609-10.52	1522	LF	CURB & GUTTER TYPE B		\$ 50.78	\$ 77,287.16	359.00	\$ 18,230.02				\$ 18,230.02	359.00	\$ 18,230.02	59,057.14
609-99.03	318	LF	CURB & GUTTER TYPE C		\$ 51.18	\$ 16,275.24							0.00	\$ 0.00	16,275.24
609-99.03	60	LF	CURB RAMP CURB & GUTTER		\$ 79.56	\$ 4,773.60							14.00	\$ 1,113.84	3,659.76
609-99.03	39	LF	DRIVEWAY CURB & GUTTER		\$ 52.63	\$ 2,053.37							0.00	\$ 0.00	2,053.37
618-10.00	1	LS	MOBILIZATION		\$ 67,918.40	\$ 67,918.40	23%	\$ 15,621.23				\$ 15,621.23	0.23	\$ 0.23	52,297.17
627-40.00	1	LS	CONTRACTOR SURVEYING & STAKING		\$ 25,300.00	\$ 25,300.00	23%	\$ 5,819.00				\$ 5,819.00	0.23	\$ 0.23	19,481.00
			<b>TOTAL</b>			<b>\$ 697,386.17</b>									
2			<b>SIGNING, STRIPPING, SIGNAL, LIGHTING</b>												
620-60.00D	2087	LF	4 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL. TYPE P BEADS)		\$ 0.89	\$ 2,066.13							0.00	\$ 0.00	2,066.13
620-99.02	9	EA	INTERNATIONAL SYMBOL OF ACCESSIBILITY (PARKING SYMBOL)		\$ 71.50	\$ 643.50							0.00	\$ 0.00	643.50
620-99.03	118	LF	6 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL. TYPE P BEADS)		\$ 1.65	\$ 194.70							0.00	\$ 0.00	194.70
620-99.03	1096	LF	4 IN. BLUE CLASS 1 PAVEMENT MARKING PAINT (18-MIL. TYPE P BEADS)		\$ 0.99	\$ 1,085.04							0.00	\$ 0.00	1,085.04
903-50.04A	102	SF	SH-FLAT SHEET		\$ 33.65	\$ 3,432.30							0.00	\$ 0.00	3,432.30
603-99.02	15	EA	SIGN POSTS		\$ 57.50	\$ 8,625.00							0.00	\$ 0.00	8,625.00
			<b>TOTAL</b>			<b>\$ 16,084.17</b>									
3			<b>BIKE/PED FACILITIES</b>												
304-05.06	2210.4	SY	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)		\$ 20.98	\$ 46,374.19							0.00	\$ 0.00	46,374.19
502-99.07	23	CY	INTEGRAL RETAINING WALL W/ REINFORCING		\$ 3,109.02	\$ 71,507.46							0.00	\$ 0.00	71,507.46
608-10.17	58.7	SY	CONCRETE CURB RAMP		\$ 280.45	\$ 16,462.42	16.40	\$ 4,599.38				\$ 4,599.38	16.40	\$ 4,599.38	11,863.04
608-10.12	130	SF	TRUNCATED DOMES		\$ 26.74	\$ 3,476.20	30.00	\$ 802.20				\$ 802.20	30.00	\$ 802.20	2,674.00
608-20.23	22	LF	HAND-RAILING FOR STEPS WITHOUT BALUSTERS (BLACK)		\$ 126.50	\$ 2,783.00							0.00	\$ 0.00	2,783.00
608-40.23	623	LF	SIDEWALK HAND-RAILING WITHOUT BALUSTERS (BLACK)		\$ 126.50	\$ 78,809.50							0.00	\$ 0.00	78,809.50
608-99.05	2137.3	SY	CONCRETE SIDEWALK, 6 IN.		\$ 93.68	\$ 200,222.28	475.00	\$ 44,498.00				\$ 44,498.00	475.00	\$ 44,498.00	155,724.28
			<b>TOTAL</b>			<b>\$ 419,635.03</b>									
4			<b>LANDSCAPING/STREETSCAPING</b>												
805-10.00A	0.1	ACRE	SEEDING-COOL SEASON GRASSES		\$ 4,950.00	\$ 495.00							0.00	\$ 0.00	495.00
806-10.07A	2	EA	CRUB INLET CHECK		\$ 275.00	\$ 550.00							0.00	\$ 0.00	550.00
			<b>TOTAL</b>			<b>\$ 1,045.00</b>									
5			<b>TRAFFIC CONTROL</b>												
616-10.22	16	EA	CHANNELIZER (CONE)		\$ 44.00	\$ 704.00							0.00	\$ 0.00	704.00
616-10.30	2	EA	TYPE 3 MOVEABLE BARRICADE		\$ 231.00	\$ 462.00							0.00	\$ 0.00	462.00
903-50.04A	90	SF	SH-FLAT SHEET		\$ 24.44	\$ 2,199.60							0.00	\$ 0.00	2,199.60
			<b>TOTAL TRAFFIC CONTROL</b>			<b>\$ 3,365.60</b>									
6			<b>OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)</b>												
901-99.03	1	LS	LIGHTING CONDUITS		\$ 82,049.00	\$ 82,049.00	25%	\$ 20,512.25				\$ 20,512.25	0.25	\$ 20,512.25	61,536.75
901-99.03	1	LS	POWER CONDUITS		\$ 91,850.00	\$ 91,850.00	25%	\$ 22,962.50				\$ 22,962.50	0.25	\$ 22,962.50	68,887.50
901-99.03	1	LS	IN-GRADE JUNCTION BOXES		\$ 8,217.00	\$ 8,217.00	25%	\$ 2,054.25				\$ 2,054.25	0.25	\$ 2,054.25	6,162.75
901-99.03	1	LS	POLE LIGHT CONCRETE BASES		\$ 35,046.00	\$ 35,046.00	25%	\$ 8,761.50				\$ 8,761.50	0.25	\$ 8,761.50	26,284.50
901-99.03	1	LS	BOLLARD CONCRETE BASES		\$ 13,950.37	\$ 13,950.37	30%	\$ 4,185.11				\$ 4,185.11	0.30	\$ 4,185.11	9,765.26
			<b>TOTAL OTHER</b>			<b>\$ 231,112.37</b>									
7			<b>ROADWAY BID ALTERNATE (7 IN. NON-REINFORCED)</b>												
502-11.07	2001.3	SY	CONCRETE PAVEMENT (7 IN. NON-REINFORCED)		\$ 73.83	\$ 147,755.88							0.00	\$ 0.00	147,755.88
			<b>TOTAL VALUE OF WORK PERFORMED</b>			<b>\$ 1,328,628.35</b>									
			<b>SUBTOTAL</b>												
			<b>LESS PREVIOUS PAYMENTS</b>												
			<b>TOTAL AMOUNT DUE TO CONTRACTOR</b>												

**Reimbursement Breakdown**  
 Total 2nd St.: \$228,420.05  
 FHWA Reimbursement: 80%  
 Total Reimbursement: \$180,736.04



City of Odessa – Mason Street Historic Downtown District Improvements

**CONSTRUCTION PAYMENT APPLICATION**

Project Mason STREET HISTORIC DOWNTOWN DISTRICT IMPROVEMENTS Application No. 1  
CITY OF ODESSA, MISSOURI Date 05/20/2026  
 Contractor KAT Excavation Inc. Period to 04/30/2026  
309 N Oak St. Bates city , MO, 64011 Project No. 3KC40030  
 Fed No. TAP-9901(443)

Date of Award 01/23/26 Contract Calendar Days 120  
 Date to Proceed 04/29/26 Time Extension 0  
 Ordinance No. \_\_\_\_\_ Calendar Days to Date 2  
 Expires 07/27/26

Original Contract Amount .....	\$	<u>1,172,082.71</u>
Change Orders to Date (Thru C.O. No. ) .....	\$	<u>0.00</u>
Current Contract Amount .....	\$	<u>1,172,082.71</u>
Total Amount of Work to Date .....	\$	<u>176,140.27</u>
Less <u>0%</u> to be Retained .....	\$	<u>0.00</u>
Net Amount of this Estimate .....	\$	<u>176,140.27</u>
Less Total Previous Payments to Contractor .....	\$	<u>0.00</u>
Balance Due Contractor .....	\$	<u>176,140.27</u>

By Ghassan Tabyah  
 Title CFS Engineering /Construction inspector Date 05/20/2026  
 Verified By *Charles Sullivan* Date 5-27-2026  
 Construction Inspector  
 Approved By *[Signature]* Date 5/29/24  
 City of Odessa

80-80-5688 ✓





# AIA Document G702 - 1992 APPLICATION AND CERTIFICATE FOR PAYMENT



**TO OWNER:** City of Odessa  
125 S. Second Street  
PO Box 128  
Odessa MO 64076

**PROJECT:** Odessa Maintenance Bldg  
125 S. Second Street  
PO Box 128  
Odessa MO 64076

**APPLICATION NO.:**

**PERIOD TO:** 05/19/2026

**CONTRACT DATE:**

**PROJECT NOS:**

**DISTRIBUTION TO:**  
OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

**FROM:**

**CONTRACTOR:** KAT Excavation, Inc.  
309 N. Oak  
Bates City MO 64011

**VIA ARCHITECT:**

**CONTRACT FOR Pay App #1**

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$729,457.05
- 2. NET CHANGES IN THE WORK..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$729,457.05
- 4. TOTAL COMPLETED AND STORED TO DATE: (Column G on G703) ..... \$102,806.61
- 5. RETAINAGE:
  - a. 0.00 % of Completed Work  
(Column D+E on G703) .....
  - b. 0.00 % of Stored Material  
(Column F on G703) .....
- Total Retainage (Lines 5a + 5b or Total in Column I on G703) ..... \$0.00
- 6. TOTAL EARNED LESS RETAINAGE..... \$102,806.61  
(Line 4 minus Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT:..... 0.00  
(Line 6 From Prior Certificate)
- 8. CURRENT PAYMENT DUE..... \$102,806.61
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 minus Line 6) ..... \$626,650.44

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** KAT Excavation, Inc.

By: Kat Excavation Date: May 19, 2026



State of: MO  
County of: JACKSON  
Subscribed and Sworn to before me this 19 day of May 2024  
Notary Public: Shelly Long  
My commission expires: \_\_\_\_\_

## CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

**CONTRACTOR:** \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

**ARCHITECT:** \_\_\_\_\_ Date: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to all rights of the Owner or Contractor under this Contract.

SUMMARY OF CHANGE IN THE WORK	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives		
<b>TOTALS</b>		0.00

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## Certification

1 message

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**Jennifer LeBlanc** <jennifer.leblanc@cityofodessamo.com>  
To: Karen Findora <karen.findora@cityofodessamo.com>

Tue, Jun 2, 2026 at 9:34 AM

---

Jennifer LeBlanc has officially received her MACCA Advanced Certified Court Administrator (MACCA) certification.

Earning this advanced designation is a significant achievement and requires a dedicated commitment to the municipal court

. To qualify for the MACCA, a recipient must:

- Be a member of MACA (Missouri Association for Court Administration) for at least six years.
- Perform court-related duties for a minimum of six years.
- Hold a CCA designation for at least three years.
- Adhere strictly to the MACA Code of Ethics.
- Secure a letter of recommendation from a presiding judge.
- Serve a full term on the MACA Executive Board and/or serve on a MACA Committee for at least two years.
- Accumulate 50 Continuing Education Units (CEUs).

Please join me in congratulating Jennifer on this professional milestone and her continued dedication to the court.



### *Jennifer LeBlanc*

Court Administrator  
Odessa Municipal Division  
15th Judicial Circuit  
228 S 2nd St  
Odessa, MO 64076  
(816) 230-5577 Ext 1

CONFIDENTIALITY NOTICE: This e-mail communication and any attachments may contain confidential and privileged information for the use of the designated recipients named above. The designated recipients are prohibited from re-disclosing this information to any other party without authorization and are required to destroy the information after its stated need has been fulfilled. If you are not the intended recipient, you are hereby notified that you have received this communication in error and that my review, disclosure, dissemination, distribution, or copying of it or its contents is prohibited by the Federal Electronic Communications Privacy Act, 18USC2510-2521 or state law. If you have received this communication in error, please notify me immediately by telephone at 816-230-5577, and destroy all copies of this communication and any attachments. SUNSHINE LAW PRO"

**TO:** The Board of Aldermen, City of Odessa, Missouri

**FROM:** Odessa Little League Football (OLLF)

**MEETING DATE:** June 8, 2026

**SUBJECT:** Proposal for Joint Light Installation Project – Southwest Grass Field

## 1. Executive Summary

Odessa Little League Football (OLLF), a registered 501(c)(3) non-profit organization, respectfully submits this proposal to request the assistance of the City of Odessa and the municipal Power Plant in completing a vital community infrastructure project.

The goal of this project is to install field lighting on the Southwest Grass Field located on the Odessa High School grounds. This area encompasses part of the district's recently completed walking trail. By illuminating this space, we aim to ensure that practices can be completed safely and in their entirety during the late-season playoffs, while also providing valuable security and recreational lighting for the walking trail and other school activities. The Odessa School Board has fully reviewed and given their blessing for this project to move forward.

This project is structured as a true community-driven partnership between the City of Odessa, the municipal utility, and OLLF. By uniting municipal resources with non-profit volunteer dedication, this collaborative effort ensures the project is completed in its entirety while maximizing the value of every dollar invested back into our youth and community infrastructure.

## City Administration & Power Plant Contribution

City administration has tentatively agreed to provide the following assistance to OLLF:

- **Equipment:** Provision of four (4) 30-foot metal poles.
- **Manpower:** City/Power Plant personnel to excavate specified areas and install the poles (excluding concrete), wire lights, mount the light fixtures, and set poles.
- **Exclusions:** This contribution explicitly *excludes* the trenching and/or boring of conduit wire as well as concrete.

## OLLF Responsibilities

- **Materials & Funding:** OLLF will fund and purchase all necessary project materials. The organization is actively pursuing grant funding to ensure the highest quality products are obtained for the system's long-term longevity.
- **Trenching & Connection:** OLLF will be responsible for the excavation, trenching, and boring of PVC conduit to connect all four lights to the central power panel. Along with concrete required to anchor poles.
- **Maintenance:** OLLF will coordinate directly with the Odessa School District to handle ongoing maintenance of the lights as needed.

## 3. Project Specifications & Estimated Costs

The project will utilize a centrally located equipment shed situated between both south grass fields to house the electrical panel.

## Material Requirements

The required materials for the installation include:

- **Area Light Heads:** 12 Count (LED Stacco)
- **Owner-Provided Poles (City):** 4 Count (30' Metal Poles)
- **Triple Bullhorns:** 4 Count
- **PVC Conduit:** 4 Count (Estimate Only 600 LF)
- **Concrete:** Approximately 14-18 CY; Rebars & Base as needed for poles.

## 5. Timeline & Community Impact

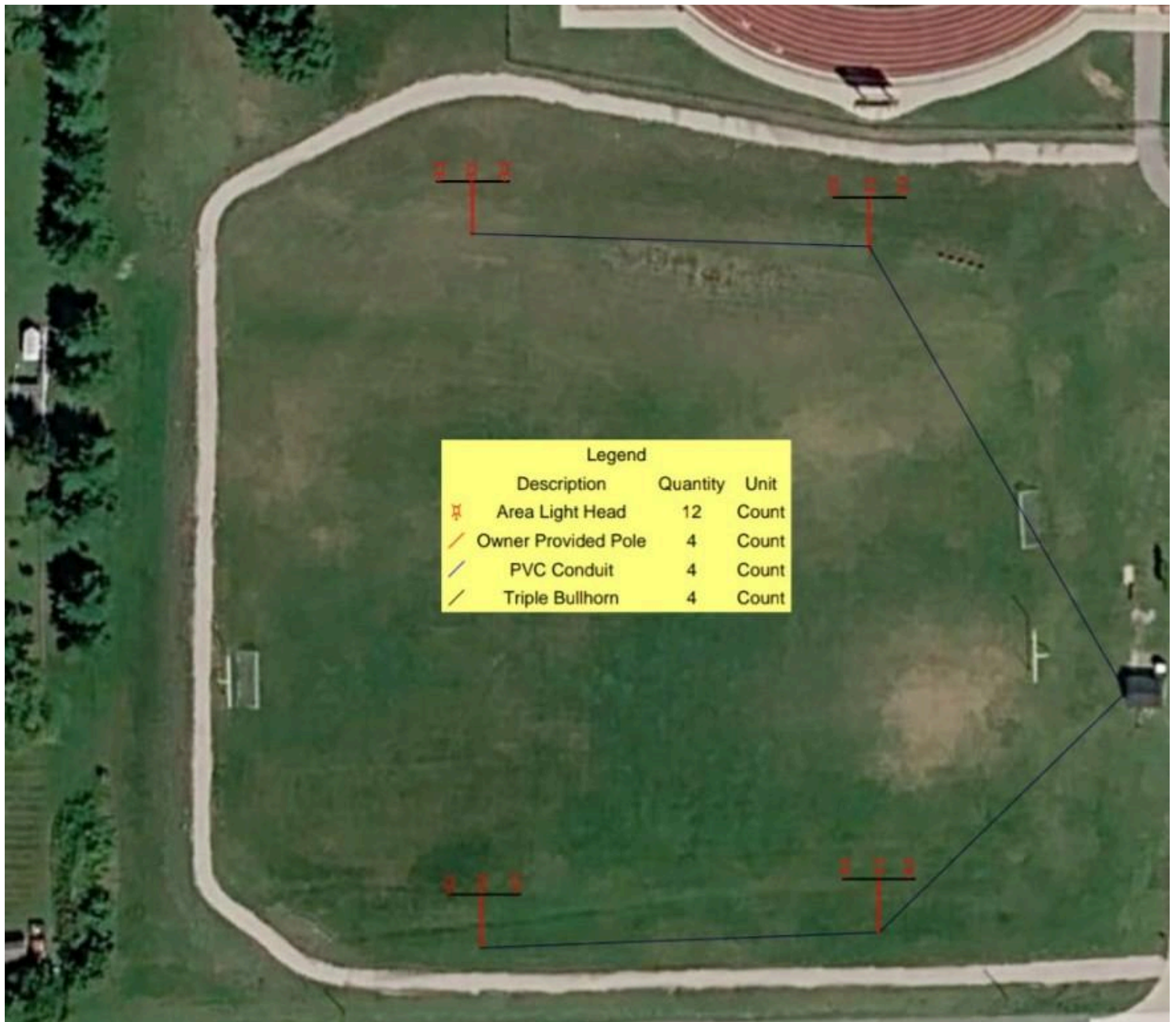
OLLF targets an **estimated completion date of Early to Mid-September 2026**.

Completing the installation by mid-September ensures the project is fully operational before Daylight Saving Time ends. This timeline guarantees that youth football players can complete their practices safely and in their entirety during the critical playoff season. Additionally, it immediately provides lighting for the new walking trail and extra-curricular school activities heading into the fall and winter months.

We thank the Board of Aldermen for their time, consideration, and continued partnership in improving recreational opportunities for the youth and citizens of Odessa.

## Estimated Location Diagram

The four light poles will be strategically positioned around the Southwest Grass Field adjacent to Highway OO.





# City of Odessa

## Board of Aldermen Action Report

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

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**ISSUE:**

Approval of an ordinance vacating a portion of East Marlow Street right-of-way between 1st Street and the alley between 1st Street and Russell Street within McBurney's Addition Subdivision. The proposed vacation would allow adjacent property owners to utilize the area for material storage and employee parking.

---

**ACTION REQUESTED:**

Introduction and readings of Bill No. 2026-22, Vacation / VAC-01-2026, declaring the vacation of East Marlow Street right-of-way between Block 1 and Block 2 of McBurney's Addition subdivision.

---

**BACKGROUND:**

Advanced Industries, one of the City of Odessa's largest employers, has experienced substantial growth over the past year, increasing employment to nearly 200 employees. As a result of this growth, the company has encountered operational challenges including limited employee parking and increased activity adjacent to nearby residential neighborhoods.

To address these concerns, a resolution was proposed for the vacation of a portion of East Marlow Street located between 1st Street and the alley between 1st Street and Russell Street. The proposed vacation would allow the company to improve site operations through additional employee parking, material storage, and installation of a secured fencing barrier between industrial and residential areas. These improvements are intended to reduce employee parking impacts within surrounding residential neighborhoods while improving overall traffic and site management.

Missouri Revised Statute §88.673 authorizes fourth-class cities to vacate public street right-of-way by ordinance when deemed expedient and necessary by the governing body. Upon vacation, ownership of the vacated right-of-way reverts to the adjacent property owners from which the property was originally dedicated.

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**FINANCIAL CONSIDERATIONS:**

NONE

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**ATTACHMENTS:**

Bill No. 2026-22; Final Plat and Original Plat from McBurney's Addition subdivision

---

**PREPARED BY:**

Shawna Davis, City Administrator

**DATE:**

June 8, 2026



City of Odessa, Missouri  
Planning and Zoning Commission  
Odessa Community Building | 601 W. Main Street  
Thursday, May 21, 2026 | 6:00 p.m.  
Regular Agenda

**CALL TO ORDER**

Matt Modlin, Chairman

**ROLL CALL**

Jenny Neel, Community Development Coordinator

**APPROVAL OF MINUTES**

April 23, 2026-Special Session Meeting Minutes

**PUBLIC COMMENTS**

**NEW BUSINESS**

**VACATION/VAC-01-2026/EAST MARLOW STREET RIGHT OF WAY BETWEEN BLOCK 1 & BLOCK 2 MCBURNEY'S ADDITION**

- 1) Staff report with attachments
- 2) Ordinance

**OLD BUSINESS**

**PARKING**-Discussion on parking space requirements for all zones.

- 1) Spreadsheet
- 2) Ordinance

**NEXT MEETING**

Thursday, June 18, 2026

**ADJOURN**

Agenda posted at the following locations:  
City Hall, 228 S 2nd Street  
City's Website: <https://www.cityofodessamo.com>  
Emailed to The Odessan  
May 20, 2026



# City of Odessa

## Planning and Zoning

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

### STAFF REPORT May 21, 2026

File #:	VAC-01-2026
Type of Application:	Vacation
Site Locations:	East Marlow Street between Block 1 and Block 2 of McBurney's Addition
Applicants:	N/A
Property Owners:	City of Odessa
Request:	Approval of an ordinance vacating a portion of East Marlow Street right-of-way between 1st Street and the alley between 1st Street and Russell Street within McBurney's Addition Subdivision. The proposed vacation would allow adjacent property owners to utilize the area for private use consistent with future site improvements and operational needs.
Attachments:	Location Map Final Plat
Planning Commission:	Thursday, May 21, 2026
Board of Aldermen:	Monday, June 8, 2026
Odessa Staff:	Jenny Neel, Community Development Coordinator
Staff Recommendation:	Staff recommends <b>approval</b> of the proposed vacation.





**AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI, DECLARING THE VACATION OF EAST MARLOW STREET RIGHT OF WAY BETWEEN BLOCK 1 AND BLOCK 2 OF MCBURNEY'S ADDITION SUBDIVISION.**

**WHEREAS**, a replat of the McBurney's Addition Subdivision (Block 1), approved in 2016, contains a right-of-way dedicated and accepted for public use, known as East Marlow Street between 1<sup>st</sup> Street and Russell Street;

**WHEREAS**, the City of Odessa plans to enter into a Right of Refusal agreement with Advanced Industries, LLC (Resolution No. 2026-19) to be approved on June 8<sup>th</sup>, 2026; and

**WHEREAS**, the agreement and this ordinance combined result in the vacation of East Marlow Street between 1<sup>st</sup> Street and the alley between 1<sup>st</sup> Street and Russell Street for private use by Advanced Industries, LLC for material storage and employee parking; and

**WHEREAS**, the area will be fenced by Advanced Industries, LLC to secure material storage and alleviate employee parking in residential neighboring areas; and

**WHEREAS**, RSMo. §88.673 authorizes a city of the 4<sup>th</sup> class to vacate a street easement/right-of-way by ordinance duly passed by the governing body, with the property returning to the lot(s) from which it was taken.

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

**SECTION 1:** The Board of Aldermen of the City of Odessa hereby deems it expedient and necessary that the East Marlow Street right-of-way dedicated and taken from the plat of McBurney's Addition subdivision, and accepted for public use, be abandoned and vacated under the authority granted to the City by §88.673 RSMo.

**SECTION 2:** That all right, title, and interest to the remaining East Marlow Street right-of-way within McBurney's Addition between 1<sup>st</sup> Street and the alley between 1<sup>st</sup> Street and Russell Street not yet vacated, held and owned by the City of Odessa, Missouri, is hereby bargained, granted, sold, and conveyed to any property owner(s) adjacent north and south of East Marlow street right-of-way to be vacated.

**SECTION 3:** That this Ordinance serves only to vacate the City's East Marlow Street public street right-of-way within McBurney's Addition between 1<sup>st</sup> Street

and the alley between 1<sup>st</sup> Street and Russell Street, and that this Ordinance shall not be construed in any way as the City vacating any other types of easement (such as construction or utility easements), known or unknown, that may exist on the East Marlow Street public right-of-way.

**SECTION 4:** That the City shall record with the Lafayette County Recorder an instrument evidencing the vacation and abandonment of the East Marlow Street right-of-way and transfer to the property owner(s) adjacent north and south.

**SECTION 5:** That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

**SECTION 6:** That the City Clerk is hereby authorized to correct any scrivener's errors made in amending the City Code and within this Ordinance.

**SECTION 7:** 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 8<sup>th</sup> day of June 2026.

(SEAL)

CITY OF ODESSA

\_\_\_\_\_  
Bruce Whitsitt, Mayor

ATTEST:

APPROVED:

\_\_\_\_\_  
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

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**ISSUE:**

Approval of a Right of Refusal Agreement between the City of Odessa and Advanced Industries, LLC. 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. 1<sup>st</sup> Street and the alley between 1<sup>st</sup> Street and Russell St.

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**ACTION REQUESTED:**

Approve/deny Resolution No 2026-19 authorizing a Right of Refusal agreement between the City of Odessa and Advanced Industries to define the terms to vacate ROW for private use and allow for the right of first refusal for the City of Odessa if/when the ROW is no longer need.

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**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.

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**FINANCIAL CONSIDERATIONS:**

NONE

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**ATTACHMENTS:**

Resolution No. 2026-19; Right of Refusal Agreement

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**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**, Advanced has requested that a portion of a street (“Street”) next to its facilities be closed to the public, to be used for employee parking and/or Advanced materials 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 and/or Advanced materials storage.

**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 or Advanced materials storage.
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 purchases the Street pursuant to the terms provided herein, 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. If the City purchases the Street pursuant to the terms provided herein, Advanced shall, in its discretion, either: (a) convey the Street to the City in substantially the same condition as depicted on Exhibit B, ordinary wear and tear, in the City's discretion, excepted; or (b) improve the Street so that it meets the City requirements, standards, and specifications for public streets in place at the time of the City purchase. The Parties agree that Exhibit B depicts the conditions of the Street that are acceptable to the City under Paragraph 8(a) and no additional improvements shall be necessary if the Street is conveyed in substantially similar conditions as depicted on Exhibit B, in the City's sole discretion.
9. If Advanced does not construct a fence to fully enclose its properties to the North and South of the Street, including the Street, by October 1, 2026, Advanced shall sell the Street back to the City for no more than ten dollars (\$10) and shall comply with Paragraphs 7 and 8, above.
10. Time is of the essence of this Agreement.
11. 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  
Shawna Davis, City Administrator  
228 S 2<sup>nd</sup> Street  
Odessa, MO 64076

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

12. 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



## EXHIBIT B

### Current Conditions of Street













**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 8<sup>th</sup> day of June, 2026.

(SEAL)

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  
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**ISSUE:**

Approval of a resolution to enter into a new lease with Murphy Tractor and John Deere Financial for a lease of a John Deere mini excavator.

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**ACTION REQUESTED:** Motion/Second to approve Resolution No. 2025-21, approving the master rental agreement between the City of Odessa, John Deere Financial, and Murphy Tractor for the lease of a mini excavator.

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**BACKGROUND:**

The City of Odessa previously leased a mini excavator from Foley Equipment for a six-year period. Last year, the City decided to switch to Murphy Tractor John Deere due to rising costs from Foley and the significant savings offered by leasing with Murphy Tractor. We are now entering the second year of leasing with the new company, and the annual increase is only \$120, which is much lower than the increases we experienced with the previous company.

This expense is drawn from the Transportation Fund, which competes with the annual Street Plan budget. Leasing is advantageous in this situation primarily because of the competitive funding with the Street Plan and the city's goal to maximize the Street Plan budget each year.

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**FINANCIAL CONSIDERATIONS:**

\$6,600 annual (\$550/month)

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**ATTACHMENTS:**

Resolution No. 2025-21; Master Rental Agreement

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**PREPARED BY:**

Shawna Davis, City Administrator

**DATE:**

June 8, 2026



Attachment A - RENTAL SCHEDULE

Salesperson Name/Number CHUCK KAISER 1853			Rental # 149607			
Name	Renter: CITY OF ODESSA	Begin Date: 5/26/2026	End Date: 5/26/2027			
Street	125 SOUTH SECOND STREET	Murphy Tractor Account Number: 177938	Do NOT write in shaded areas. For office use only.			
City, State Zip Code	ODESSA MO 64076	Murphy Tractor Branch Location: 8600 NE Parvin Rd, Kansas City MO 64161	Number of Months			
Telephone Number	(816)263-2053	Murphy Tractor Phone Number: 816 483 5000	Applied Date			
Contact	DARRIN LAMB/Shawna Davis	Murphy Tractor Contact: SASHA MARLOW	Payments Applied			
Customer PO	NEED					
Percentage of Rental Payments Applied to Purchase Option: _____%		Rental Rate Per <input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Week <input checked="" type="checkbox"/> Month	\$550			
Security Deposit: \$ _____		X Minimum Rental Period				
Maximum Hours No More Than: _____ hours/day _____ hours/week _____ hours/month		+ Taxes	%			
		+ Additional Charges	\$			
		Total Rental Charge	\$			
Notes:						
EQUIPMENT WILL BE USED AT: (County, City, State)			Renter will not remove the equipment from this location without written permission from Dealer.			
Document Reference No.	Model	Description of Equipment	Serial Number	Hour Meter Reading	Present Value	%
247213	60P	DORF, 16" TRACKS, CAB, 6'1"2MNH12, 12" H	1FF060PAARJ00343 8	178	119,377.00	
244841	6012		142419-10000-2			
242797	6024		52149-5-1			
249012	6042		001593			
Additional Terms & Conditions: The following additional terms and conditions apply to the rental of the equipment described above. Such terms and conditions do not conflict or modify any provision of the Master Rental Agreement. Any such conflict with or modification to the Master Rental Agreement shall be null and void.						
This Rental Schedule is entered into under the Master Rental Agreement entered into by and between _____ (Dealer) and _____ (Renter). All terms and conditions of said Master Rental Agreement apply to and are hereby incorporated by reference into this Rental Schedule. Affirmation of the application and incorporation of the terms and conditions of the Master Rental Agreement into this Rental Schedule is hereby affirmed by Renter's execution of this Rental Schedule.						
RENTER (Customer)			DEALER			
BY:			BY:			



## MASTER RENTAL AGREEMENT

**1. General.** The above-named Dealer ("Dealer") hereby rents to the above named Renter ("Renter") the equipment ("Equipment") listed in the Rental Schedule as provided in Attachment A ("Rental Schedule") subject to the terms and conditions of this Master Rental Agreement and for the term and with the rental payments set out in the Rental Schedule. Rental payments shall be made to Dealer at the address indicated in the Rental Schedule or to such other person and address as Dealer may direct from time to time. Renter will pay the cost of transporting the Equipment from Dealer's place of business and returning it thereto. Such transportation shall take place during the term hereof. Renter agrees to remit to Dealer the rental payments and all other amounts when due and payable, even if Dealer does not send Renter a bill or an invoice. Renter agrees that any amount due under this Master Rental Agreement, may, if specified in the Rental Schedule, at the option of the Dealer, be submitted by Dealer as a charge authorized by Renter to the PowerPlan or Farm Plan account of Renter, and Renter agrees that the terms of that account shall thereafter apply to any accepted charges. For any payment which is not received by its due date, Renter agrees to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, or such other interest or late charges as provided in the Rental Schedule, but in no event more than the maximum lawful rate. Rental terms and conditions from all invoices, Rental Schedules, monthly statements, or other agreements between Dealer and Renter are hereby incorporated into this Master Rental Agreement, but only to the extent such terms do not conflict with this Master Rental Agreement. **RENTER'S PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**

**2. Security Deposit.** If applicable, any Security Deposit will be held by Dealer in a non-interest bearing account, commingled with other funds. Dealer may apply the Security Deposit to any amounts due under the Master Rental Agreement and related Rental Schedules and, if Dealer does so, Renter agrees to promptly remit to Dealer the amount necessary to restore the Security Deposit to the original amount. The Security Deposit will be returned to Renter within thirty days (unless otherwise provided in the Rental Schedule) of termination of the Rental Schedule and final inspection by Dealer, provided Renter is not in default.

**3. Equipment Use. DEALER HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE.** Dealer is the owner of the Equipment and the Renter has only the right to use the Equipment under the terms of this Master Rental Agreement and related Rental Schedules. You agree to USE THE EQUIPMENT ONLY FOR, CONSTRUCTION, AGRICULTURAL, BUSINESS OR COMMERCIAL PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. It is contemplated that the Equipment will be operated for not more than the Maximum Hours specified in the Rental Schedule, and Renter agrees to make additional rental payments prorated at the applicable daily, weekly or monthly rate for each hour the Equipment is used in excess of the Maximum Hours, or make such other payments if specified in the Rental Schedule. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is rented for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Renter agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours or operation. Renter agrees to affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings Dealer may provide. Renter agrees to pay \$\_\_\_\_\_, or such other amount as specified in the Rental Schedule, if the hour meter is damaged or rendered inoperative during the term of the applicable

Rental Schedule. Renter shall indemnify Dealer against all loss or damage to the Equipment while it is out of Dealer's possession. Damage to the Equipment, shall not abate or excuse the making of prescribed rental payments. Renter agrees to use and care for the Equipment in a careful and prudent manner, to pay all operation and maintenance expenses while the Equipment is out of the possession of Dealer, and to make, at Renter's sole expense, any and all repairs. Renter agrees (a) to not move the Equipment to another county or state without notifying Dealer within 30 days, or such other time frame prescribed in the Rental Schedule; (b) to operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) to perform (at Renter's expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to Renter, reasonable wear excepted; (d) to not install any accessory or device on the Equipment, unless it can be removed without damaging the Equipment or in any way affecting the value, useful life, or originally intended use of the Equipment; (e) to not represent the Equipment as owned by Renter or to pledge the Equipment as collateral to any lender or other party; (f) to load, unload, transport, and secure for transport, in accordance with all laws; (g) to acquire or purchase all proper permits in compliance with all federal and state traffic law. Upon any expiration or termination of this Master Rental Agreement and/or any Rental Schedule, all related Equipment subject thereto shall be returned by Renter at Renter's sole expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered it to Renter, reasonable wear excepted, and conforms to any maintenance standards incorporated into the Master Rental Agreement. If, upon its return to Dealer, the Equipment is not in such good condition, Dealer may repair it and Renter will pay the cost of any such repairs at Dealer's regular shop rates. If Renter fails to return the Equipment promptly upon any expiration or termination of the applicable Rental Schedule, additional rent shall be payable by Renter for each day the Renter remains in possession of the Equipment, in an amount prorated at one and one-half times the normal rental payment amount or such other amount as provided in the Rental Schedule. Renter agrees to keep the Equipment free and clear of liens and encumbrances, except those in Dealer's favor, and promptly notify Dealer if a lien or encumbrance is placed or threatened against the Equipment. The Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to Dealer, John Deere, or other John Deere dealers. Renter agrees that Dealer, John Deere and other John Deere dealers (their affiliates, successors and assigns), without further notice to Renter have the right to: (i) access, use, collect and disclose any data generated by, collected by, or stored in, the Equipment or any hardware or devices interfacing with the Equipment ("Machine Data"); (ii) access Machine Data directly through data reporting devices integrated within, or attached to, the Equipment, including Telematics ("Data Reporting Systems"); and (iii) update the Data Reporting Systems software from time to time. Machine Data may be transferred out of the country where it is generated, including to the U.S.A. In the event that the Machine Data includes Renter's personal information, Renter hereby consents to the collection, use and disclosure of such personal information, to permit Dealer, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Renter warrants that it has obtained any necessary consent from its employees or any other third parties, including with respect to the transfer of Machine Data to other jurisdictions, to comply with any applicable privacy laws or contractual agreements with such employees or third parties and to permit Dealer, John Deere and other John Deere dealers to access and use the Machine Data as set forth herein. Renter shall not use the Data Reporting Systems to track the location of any person unless Renter has first obtained any necessary approvals from such person to permit Renter, Dealer, John Deere and other John Deere dealers to track such



## MASTER RENTAL AGREEMENT

location. Renter shall not remove, modify or disable any Data Reporting Systems without Dealer's prior written consent.

**4. Risk of Loss.** Renter unconditionally assumes all risk and liability for, all damages for injuries or death to person and property arising out of or related (whether directly or indirectly) to the use, rental, possession or transportation of the Equipment including, but not limited to, any claims that Dealer was negligent, failed to warn Renter of any risks or dangers associated with use, possession or transportation of the Equipment, or failed to assist Renter in loading, unloading, transporting or inspecting the Equipment before, during or after the Term of the rental. For each Rental Schedule, Renter, at their own expense will carry public liability insurance with minimum liability limits in the amount of \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and in the minimum amount of \$100,000 per occurrence for property damage. In addition, Renter will maintain property insurance for all loss or damage to the equipment for not less than 100% of the equipment value and accessories. All insurance must be with companies and policies acceptable to Dealer which shall list Dealer as an additional loss payee & joint payee of any Equipment insurance claim proceeds. Renter's obligation to insure the Equipment continues until Renter returns the Equipment to Dealer and Dealer accepts it. Neither Dealer, its assigns, the wholesale distributor nor the Manufacturer shall be liable for any special, incidental, consequential or punitive damages that may result from any failure or use of the Equipment or for breach of this Agreement. Until the Equipment is returned to Dealer in satisfactory condition, Renter is responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment. Renter must promptly notify Dealer of any such event. In the event of any loss or damage to the Equipment, Renter agrees to promptly repair or replace the Equipment to Dealer's satisfaction, at Renter's sole cost, and the terms of the Master Rental Agreement and Rental Schedule will continue to apply throughout the rental term.

**5. Purchase Option.** Unless otherwise provided in the Rental Schedule, upon expiration of the term of the Rental Schedule or at any time during such term, and provided Renter is not in default, Renter may elect to purchase the Equipment at a price specified by Dealer. Such election shall be evidenced by execution of a purchase order form supplied by Dealer, together with payment of the remainder of the purchase price in cash or settlement for the Equipment in some other manner agreed to in writing by the parties. Dealer has not made and does not warrant, represent, or otherwise make any promises related to financing the purchase price of the Equipment. Renter is solely responsible for securing the purchase price of the Equipment. Upon receipt of the remainder of the purchase price, Dealer will transfer to Renter all of Dealer's right, title and interest in the purchased equipment AS-IS, WHEREIS, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER. The terms of the Master Rental Agreement continue prior to any final transfer of Dealer's right, title and interest in the purchased Equipment including Renter's agreement to make timely rental payments.

**6. Indemnification.** Renter shall be solely responsible for all losses, damages, injuries, death, suits, actions, claims, attorneys' fees and costs, ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the use, rental, possession or transportation thereof including any Claims Dealer was negligent. Renter agrees to protect, defend and indemnify and hold Dealer harmless, from and against all Claims of any kind or nature whatsoever, although Dealer reserves the right to control the defense and to select or approve defense counsel. Renter will promptly notify dealer of all Claims made. Renter's liability under this Section is not limited to the amounts of insurance required under this Master Rental Agreement or Rental Schedule. This indemnity commences upon the execution of this Master Rental Agreement and continues beyond the termination of this Master Rental Agreement, for acts or omissions, which occurred during the applicable Rental Schedule term. Renter waives all rights and remedies conferred upon a Renter under Article 2A of the Uniform Commercial Code.

**7. Addition of Accessories:** Renter will not, without the express written consent of Dealer, install any accessories or devices on the Equipment if such installation will impair the originally intended function or use of the Equipment. All accessories or devices affixed to the Equipment shall automatically become the property of Dealer unless such accessory device can be removed without in any way (a) diminishing the value of the Equipment, or (b) affecting the originally intended function or use of the Equipment. Any damage to the Equipment caused by the removal of such accessories or devices shall be promptly repaired at Renter's sole expense to the satisfaction of the Dealer.

**8. Compliance with Regulations:** Renter shall comply with and conform to all laws and regulations relating to ownership, possession, use, transportation and maintenance of the Equipment. If applicable law requires tax returns or reports to be filed by Renter, Renter agrees to promptly file such tax returns and reports and deliver copies to Dealer. Renter agrees to keep and make available to Dealer all tax returns and reports for taxes paid by Renter. If applicable, Renter shall include the Equipment in its rental fleet for emissions reporting purposes and shall accurately prepare and file all such reports in a timely manner.

**9. Inspection:** Renter shall, whenever requested, advise Dealer of the exact location of the Equipment. Dealer and its representatives may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where the Equipment is located. Dealer, John Deere and other John Deere dealers may use Data Reporting Systems at any time during the term of this Rental Agreement to collect Machine Data from the Equipment and determine its location, condition, or other operating parameters.

**10. Assignment:** Dealer may, without notice to Renter, assign this Master Rental Agreement, any related Rental Schedule, and all of Dealer's rights in and to the Equipment and all rents due or to become due to Dealer hereunder. Renter's obligation to pay rent under this Rental Agreement shall not as to any such assignee be subject to any diminution arising out of any breach of any obligation hereunder or other liability of Dealer to Renter. Renter may not assign this Master Rental Agreement or any Rental Schedule. Renter may not sub-rent or allow anyone other than Renter's employees to use the Equipment. Renter agrees not to assert against Dealer's assignee any claims, offsets or defenses which Renter may have against Dealer.

**11. Default:** If (a) Renter shall (1) fail to make rental, service, or other payment when due, (2) attempt to sell or encumber the equipment, (3) cease operating, (4) institute or have instituted against him proceedings under any bankruptcy or insolvency law, (5) make an assignment for the benefit of creditors, (6) fail to comply with any other provisions of this Master Rental Agreement or any Rental Schedule, (7) merge with or consolidate into another entity; (8) sell substantially all its assets; (9) dissolve or terminate its existence; (10) use the Equipment in a manner Dealer deems is improper or unreasonable; or (11) Renter (if an individual) dies, or if, (b) any attachment, execution, writ of process is levied against the Equipment or any of Renter's property, or if (c) a default occurs under any other agreement between Renter (or any of Renter's affiliates) and Dealer (or any of Dealer's affiliates); or if (d) for any reason Dealer deems itself insecure or the Equipment unsafe; or if (e) Dealer, in its opinion, deems Renter's financial condition unsatisfactory Dealer may determine that **Renter is in default (An "Event of Default")**.

**12. Remedies:** Upon the occurrence of an Event of Default, Renter shall (a) deliver the Equipment to Dealer on demand and Dealer may enter upon any job, building or place where the Equipment is located and take possession thereof without notice to Renter, and this Master Rental Agreement and related Rental Schedules shall thereupon terminate and be forfeited at the option of Dealer (b) AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, pay the sum of (i) all rent and other amounts then due and payable to Dealer; plus (ii) the present value of all remaining rent payments and other amounts, discounted at the rate implicit in this Rental Agreement, (c) pay damages



# MASTER RENTAL AGREEMENT

for any injury to the Equipment, legal expenses (including, without limitation, court costs and attorney's fees), the cost of any repossession and/or removal of the Equipment from the possession of Renter, and all freight, storage, transportation and other charges incurred in such removal and return to Dealer at its place of business. Upon the occurrence of an Event of Default, Dealer may also exercise any other remedy available at law or in equity. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately at any time. **No delay in, or failure to, exercise or enforce any right or remedy hereunder, whether in whole or in part, shall serve to waive, compromise, impair or diminish any such rights or remedies.**

**13. Construction:** This is an agreement for Equipment rental only and nothing herein shall be construed as conveying to Renter any right, title or interest in or to any item of Equipment rented hereunder except as a Renter. This Master Rental Agreement supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. **In the event of an ambiguity in or dispute regarding the interpretation of this Rental Agreement, interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafting party.** If a court finds any part of this Master Rental Agreement to be invalid or unenforceable, the remainder of this Master Rental Agreement will remain in effect. Renter permits Dealer to monitor and record telephone conversations between Renter and Dealer.

**14. Guaranteed Rental – Return of Equipment:** Provided the guaranteed rental shown on each Rental Schedule is or has been paid, Renter may return the Equipment and terminate the applicable Rental Schedule on three days' notice (or such other notice as provided in the Rental Schedule) to Dealer. In the event such termination occurs prior to the expiration of the applicable Rental Schedule term, Renter agrees to (a) promptly deliver the Equipment to Dealer at the time and place Dealer chooses; and (b) pay to Dealer the remainder of all rental payments for the Minimum Rental Period Guaranteed by Renter, which will all be immediately due and payable. If a Rental Schedule is terminated for any reason and Renter does not return the Equipment to Dealer, Renter agrees to remit to Dealer, until such time as the Equipment is returned to Dealer in accordance with the provisions of this Section, additional rental payments each month equal the Rental Rate, or its monthly equivalent.

**15. Replacement:** Dealer may, at Dealer's option, replace the Equipment with a similar machine at any time during the rental term. Dealer will notify Renter if Dealer intends to exercise this option, and Renter will have three (3) business days following such notice (or such other notice as provided in the Rental Schedule) in which to exercise the purchase option provided in the Rental Schedule or return the Equipment to Dealer. Upon return of the Equipment to Dealer, the rental term shall expire, and the parties will enter into a new original Rental Schedule covering the replacement machine. Such new Rental Schedule shall extend, at a minimum, for the remainder of this Master Rental Agreement's rental term and shall have a rental rate no greater than the rate for rental of the Equipment under the original Rental Schedule.

Renter: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**16. Renter Representations and Warranties:** Renter represents, warrants and covenants to Dealer so long as this Master Rental Agreement is in effect, that: (a) execution, delivery and performance by you of this Master Rental Agreement does not and will not (1) violate any applicable law; (2) breach any order of court or other governmental agency, or of any undertaking Renter is a party to or by which Renter is bound; (b) Renter will comply with all applicable laws, ordinances and regulations; (c) Renter will not take any action, including filing any tax or other report, that is inconsistent with Dealer's ownership of the Equipment; (d) all information Renter has given to Dealer is true, accurate and complete; (e) since the date of the most recent financial information given to Dealer, no material adverse change in Renter's business, assets, or prospects has occurred. Renter will promptly deliver to Dealer such financial statements, reports and other information as Dealer may request; (f) Renter is and will remain duly organized, validly existing and in good standing under the laws of Renter's jurisdiction of organization; (g) Renter is qualified to do business under the laws of all other jurisdictions where qualification is required or advisable; (h) the execution, delivery and performance by Renter of the Master Rental Agreement will not breach any provision of Renter's organizational documents or legal authority. Renter acknowledges and agrees, that (1) the Equipment as identified in the individual Rental Schedules was selected by Renter; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, Renter (3) the safe operation and the proper servicing of the Equipment were explained to Renter (4) Renter received the written warranty applicable to the Equipment and understands that the written warranty is not a part of this Master Rental Agreement.

**17. General:** Time is of the essence of this Master Rental Agreement. **DEALER AND RENTER EACH IRREVOCABLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A JURY TRIAL.** Dealer's failure at any time to require strict performance by Renter of any of the provisions of this Master Rental Agreement shall not waive or diminish Dealer's right thereafter to demands strict compliance therewith or with any provision. Waiver of any default shall not waive any other default. Any alteration or modification of this Master Rental Agreement shall be in writing and signed by the parties hereto. Renter acknowledges receipt of a signed copy hereof. Renter irrevocably authorizes Dealer, at any time, to (a) insert or correct information on Rental Schedules, including Renter's correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse Renter's name on remittances for insurance and Equipment sale or rental proceeds.

**18. Termination:** Either Dealer or Renter may terminate this Master Rental Agreement at any time and for any reason ("Termination for Convenience") upon thirty (30) days prior written notice. Upon the effective date of a Termination for Convenience of this Master Rental Agreement, all then-existing Rental Schedules thereunder shall remain in effect subject to the terms of this Master Rental Agreement and corresponding Rental Schedules. In the case of an Event of Default, Dealer may terminate this Master Rental Agreement and all Rental Schedules immediately and without prior notice in accordance with Section 12.

Dealer: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



# MASTER RENTAL AGREEMENT

Use this page if printing agreement prior to completing. This information is used when completing rental loads in the John Deere system.

## For Office Use Only

<p><b>RENTER (check one)</b></p> <p><b>Non Governmental</b></p> <p><input type="checkbox"/> S Small Fleet (&lt;10)</p> <p><input type="checkbox"/> M Medium Fleet (10-24)</p> <p><input type="checkbox"/> L Large Fleet (25-75)</p> <p><input type="checkbox"/> V Very Large (75+)</p> <p><b>Governmental</b></p> <p><input type="checkbox"/> 2 Federal Govt.</p> <p><input type="checkbox"/> 3 State Govt.</p> <p><input type="checkbox"/> 4 County Govt.</p> <p><input type="checkbox"/> 5 Local Govt.</p> <p><input type="checkbox"/> 6 Armed Forces</p> <p><input type="checkbox"/> 7 National Account</p>	<p><b>MARKET USE (check one)</b></p> <p><b>Agricultural</b></p> <p><input type="checkbox"/> 13 Livestock/Feed/Dairy</p> <p><input type="checkbox"/> 15 Row Crop/Small Grain</p> <p><input type="checkbox"/> 16 Specialty Crop</p> <p><input type="checkbox"/> 17 General Utility</p> <p><b>Building</b></p> <p><input type="checkbox"/> 41 Residential</p> <p><input type="checkbox"/> 42 Non-residential</p> <p><input type="checkbox"/> 47 Demolition</p> <p><b>Earthmoving</b></p> <p><input type="checkbox"/> 12 Land Improvement</p> <p><input type="checkbox"/> 28 Skidding &amp; Forwarding</p> <p><input type="checkbox"/> 39 Residential</p> <p><input type="checkbox"/> 40 Non-residential</p> <p><input type="checkbox"/> 78 Environment Cleanup</p>	<p><b>Forestry</b></p> <p><input type="checkbox"/> 21 Harvesting</p> <p><input type="checkbox"/> 22 Reforestation/Site</p> <p><input type="checkbox"/> 24 Log Loading/Handling</p> <p><input type="checkbox"/> 25 Wood Handling Yards</p> <p><input type="checkbox"/> 26 Timber Felling/ Bunching</p> <p><input type="checkbox"/> 27 Stroke Delimiting</p> <p><b>Prep</b></p> <p><input type="checkbox"/> 23 Roads/Maint</p> <p><input type="checkbox"/> 84 Landfill/Refuse</p> <p><input type="checkbox"/> 93 Nursery &amp; Landscape</p> <p><b>Materials/Handling</b></p> <p><input type="checkbox"/> 56 Port/Stevedor</p> <p><input type="checkbox"/> 75 Asphalt/Concrete Prod</p> <p><input type="checkbox"/> 76 Sand &amp; Gravel/Stone</p> <p><input type="checkbox"/> 77 Brick/Clay/Stone/Glass</p> <p><input type="checkbox"/> 85 Chemical Plant</p> <p><input type="checkbox"/> 86 Steel Mill</p>	<p><b>Mining &amp; Quarrying</b></p> <p><input type="checkbox"/> 30 Mining Services</p> <p><input type="checkbox"/> 31 Metallic Mining</p> <p><input type="checkbox"/> 34 Coal Mining</p> <p><input type="checkbox"/> 36 Stone Aggregate</p> <p><b>Road Building</b></p> <p><input type="checkbox"/> 48 Bridge Construction</p> <p><input type="checkbox"/> 49 Hwy &amp; Street Const</p> <p><input type="checkbox"/> 51 Paving- Drives, Lots, Etc.</p> <p><input type="checkbox"/> 61 Manufacturing/Ind</p> <p><input type="checkbox"/> 67 Scrap Handling</p>	<p><b>Underground</b></p> <p><input type="checkbox"/> 50 Energy Related Pipe</p> <p><input type="checkbox"/> 82 Gas/Water/Electric</p> <p><input type="checkbox"/> 43 Sewer &amp; Water Sys</p> <p><input type="checkbox"/> 81 Telephone Co.</p> <p><b>Others</b></p> <p><input type="checkbox"/> 35 Oil Field</p> <p><input type="checkbox"/> 71 Airports</p> <p><input type="checkbox"/> 74 Rail Roads</p> <p><input type="checkbox"/> 79 Cemeteries</p> <p><input type="checkbox"/> 80 Recycling</p> <p><input type="checkbox"/> 87 Parks &amp; Cemeteries</p> <p><input type="checkbox"/> 90 JD Dealer Owned Rental Fleet</p> <p><input type="checkbox"/> 92 Highway Mowing</p> <p><input type="checkbox"/> 94 Golf Courses</p> <p><input type="checkbox"/> 95 Institutions</p> <p><input type="checkbox"/> 96 Independent Rental Co</p>
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**RESOLUTION NO. 2026-21**

**A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A MASTER RENTAL AGREEMENT BETWEEN THE CITY OF ODESSA, JOHN DEERE FINANCIAL, AND MURPHY TRACTOR FOR THE LEASE OF A MINI EXCAVATOR.**

**WHEREAS**, the City of Odessa has a continuing need for a mini excavator to support street and public works operations; and

**WHEREAS**, the City previously leased similar equipment from Foley Equipment and determined that leasing through Murphy Tractor provides substantial cost savings and more favorable annual rate increases; and

**WHEREAS**, Murphy Tractor has offered a rental agreement for a John Deere 60P Mini Excavator at a monthly rate of five hundred and fifty dollars (\$550), totaling six thousand six hundred dollars (\$6,600) annually; and

**WHEREAS**, The Board of Aldermen finds that leasing the equipment is in the best interest of the City because it allows the City to preserve Transportation Fund resources, maximizing funding for the annual Street Improvement Plan; and

**WHEREAS**, the City desires to enter into a Master Rental Agreement with Murphy Tractor & Equipment Company and John Deere Financial for the lease of the equipment.

**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 Master Rental Agreement and any related documents necessary to carry out the intent of this resolution.

**SECTION 2.** The Master Rental Agreement approves a lease for a John Deere 60P Mini Excavator for a monthly rental rate of \$550.

**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 8<sup>th</sup> day of June, 2026.

(SEAL)

ATTEST:

\_\_\_\_\_  
Bruce Whitsitt, Mayor

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