



**BOARD OF ALDERMEN
REGULAR AGENDA
Monday, July 13, 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

- June 22 2026 – Regular Session
- Pay App #2 – KAT Excavation Inc., Street Maintenance Bldg.
- Pay App #3 Revised – KAT Excavation Inc., 2nd Street Downtown Street Improvement
- Pay App #3 Revised – KAT Excavation Inc., Mason Street Downtown Street Improvement

Police June Rpt.
Municipal Court June Rpt.
Community Development June Rpt.

MAYOR REPORT

ALDERMEN REPORT

CITY ADMINISTRATOR REPORT

PUBLIC HEARING

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

Presentation
Blue Shield

Presentation of the 2027 Missouri Blue Shield Grant Program.
Leland Liese, Assistant Chief of Police

Motion of Approval
MOU for 2026-2027
School Resource Officer

Motion for approval for the 2026-2027 four (4) School Resource Officers (“SRO”) Memorandum of Understanding (“MOU”) with the Odessa Missouri R-VII School.
Josh Thompson, Chief of Police

Motion of Approval
RFP 06-26 Mechanically Cleaned
Bar Screen

Motion of approval for the RFP 06-26, accepting Letts, Van Kirk & Associates and Duperon Corporation as the lowest and best bid for a mechanically cleaned bar screen to be paid for by Wastewater Fund Reserves.
Shawna Davis, City Administrator

Bill No 2026-26
(1st & 2nd Reading)
Amend Code of Ordinances

Introduction and readings of Bill No. 2026-26 amending Ch. 2, Div. 2, Sec. 2-63(b)(4) and Article III, Div. 3 Sec. 2-190(g), and providing a cross-reference to the Board of Aldermen Rules and Meeting Procedures adopted by Resolution No. 2025-16, to clarify 48 hours’ notice of tentative agenda exclusion of weekends and holidays.
Karen Findora, City Clerk

Resolution No 2026-22
CPKC 9th St. Waterline Upsize

Proposed Resolution No. 2026-22 authorizing the Mayor to execute a pipeline crossing contract with the Kansas City Southern Railway Company D/B/A/ CPKC, for the 9th Street waterline upsize project.
Shawna Davis, City Administrator

Resolution No 2026-23
Revised Professional Svc. Agreement
Allstate Consultants, LLC

Proposed Resolution No. 2026-23 repealing Resolution No. 2026-20 and approving a revised professional service agreement with Allstate Consultants, LLC for the wastewater facility planning study.
Shawna Davis, City Administrator

Discussion
Electric Rate Proposals

Electric Rate Proposals provided by Allgeier Martin.
Shawna Davis, City Administrator

Discussion
Police Liaison

Discuss the responsibilities and expectations of the police liaison.
Shawna Davis, City Administrator
Josh Thompson, Chief of Police

Discussion
Downtown Parking

June 22, 2026, Alderwoman Polson requested to discuss the downtown parking.

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

July 27, 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 (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.

Upcoming Meetings / Events:

July 13 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
July 14 @ 9:30 a.m. – Municipal Court – Community Bldg.
July 15 @ 7:00 p.m. – Parks Board Meeting @ Community Bldg.
July 16 @ 6:00 p.m. – Planning Commission @ Community Bldg.
July 17 @ 9:00 a.m. – Board of Aldermen Orientation – City Hall
July 27 @ 4:30 p.m. – Finance Committee @ City Hall
July 27 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
August 10 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
August 11 @ 9:30 a.m. – Municipal Court – Community Bldg.
August 19 @ 7:00 p.m. – Parks Board Meeting @ Community Bldg.
August 20 @ 6:00 p.m. – Planning Commission @ Community Bldg.
August 24 @ 4:30 p.m. – Finance Committee @ City Hall
August 24 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.

Other Events:

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

ELECTED OFFICIALS

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

AMERICANS WITH DISABILITIES ACT

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

Posted July 9, 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

City of Odessa, Missouri
Board of Aldermen
Odessa Community Building | 601 W. Main Street
Regular Meeting ~ Monday, June 22, 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
Alderdwoman Karla Polson	Present	Alderdwoman Mickey Starr	Present
Alderman Mike Plachte	Present	Alderdwoman Amy Finch	Present
Alderdwoman Rachel Wrenn	Present		

OTHERS IN ATTENDANCE

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

PUBLIC IN ATTENDANCE

Hannah Sparr, The Odessan	Andrew Lockhart
Abby Walker	Logan Walker

WELCOME OF VISITORS

Mayor Whitsitt welcomed visitors and those viewing on YouTube.

APPROVAL OF CONSENT AGENDA

Approval of the consent agenda.

- June 8, 2026 – Regular Session
- Pay App #2 – KAT Excavation Inc, 2nd Street Historic Downtown Improvement
- Pay App #2 – KAT Excavation Inc, Mason Street Historic Downtown Improvement

Alderdwoman Finch moved to remove KAT Excavation Inc., from the consent agenda, seconded by Alderman Palmer.

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

Alderwoman Finch moved to approve the June 8, 2026, meeting minutes as submitted, seconded by Alderman Plachte.

Motion carried 6-Aye, 0-No.

Alderwoman Finch moved to approve the two (2) Pay Apps for KAT Excavation, Inc., seconded by Alderwoman Starr.

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

MAYOR REPORT

Mayor Whitsitt stated that he toured the city's wells and discussed secondary water sources.

ALDERMEN REPORTS

- Alderman Plachte stated that the Planning Commission for June 18th was canceled.
- Alderwoman Wrenn – No Rpt.
- Alderwoman Polson – No Rpt.
- Alderman Palmer stated that the Finance Committee was canceled due to staff absence.
- Alderwoman Starr thanked everyone who worked the Odessa Chamber of Commerce Rodeo. She stated that she enjoyed working alongside city workers and volunteers from the community.
- Alderwoman Finch wished all Fathers a happy late Father's Day. She stated that the city's Facebook page is getting a lot of attention and is very informative for the community.

CITY ADMINISTRATOR REPORT – Absent

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

PUBLIC COMMENTS

None

OLD BUSINESS

None

NEW BUSINESS

Staff Recognition ~ 2025 Bob Kinder's Police Employee of the Year

On behalf of City Administrator Shawna Davis, Chief Josh Thompson, and Mayor Bruce Whitsitt, Officer (SRO) Andrew Lockhart was presented with the 2025 Bob Kinder's Police Employee of the Year award. Officer Lockhart leads the "CIT" Crisis Intervention Program and serves as a Peer Support Member and leads the DARE program.



Officer Andrew Lockhart

Staff Introduction ~ Officer Abigail Walker

Chief Thompson introduced Officer Abigail Walker. Ms. Walker joins the city from the University of Missouri Police Department. Ms. Walker is a graduate of Northwest Missouri State University. She did graduate from the Central Missouri Police Academy in Warrensburg. She started off in public safety as a 911 dispatcher. Ms. Walker is a type-2 breath-instrument maintenance operator. She is certified in "ARIDE" Advanced Roadside Impaired Driving Enforcement, as well as CIT-certified. Ms. Walker is a phenomenal asset to the City of Odessa.



Welcome, Officer Abigail Walker!

Bill No. 2026-23 Introduction and 1st Reading ~ Appointment of Municipal Judge

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-23, of the proposed ordinance reappointing Carl E. Scarborough as Municipal Judge of the Odessa Municipal Division of the 15th Circuit Court of Lafayette County, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-23, upon its first reading, and proceed to the second reading. Motion seconded by Alderwoman Starr, and carried with the following vote.

Motion carried 6-Aye, 0-No.

Bill No. 2026-23 Introduction and 2nd Reading ~ Appointment of Municipal Judge

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-23, reappointing Carl E. Scarborough as Municipal Judge of the Odessa Municipal Division of the 15th Circuit Court of Lafayette County, second reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-23, of proposed ordinance reappointing Carl E. Scarborough as Municipal Judge of the Odessa Municipal Division of the 15th Circuit Court of Lafayette County, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderwoman Wrenn, 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	yes	Alderwoman Finch	yes

Motion carried 6-Aye, 0-No.

Bill No. 2026-23 became **Ordinance No. 3187**

Bill No. 2026-25 Introduction and 1st Reading ~ Amend Code of Ordinances

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-25, of the proposed ordinance amending Ch. 2, Div. 3, City Administrator, Sec. 2-190. Duties and Powers, (G) Board of Aldermen Agenda of the Odessa Code of Ordinances, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-25, upon its first reading, and proceed to the second reading. Motion seconded by Alderwoman Wrenn, and carried with the following vote.

Motion carried 6-Aye, 0-No.

Discussion: Alderwoman Wrenn stated that she would prefer 48 hours instead of 24 hours. Joe Lauber, Lauber Municipal Law, LLC, stated that the interpretation of the proposed ordinance is that it would be 24 hours, which would be Sunday afternoon prior to a Monday meeting. The language in the Mo Sunshine Law says, “24 hours exclusive of weekends and holidays when City Hall facilities are closed.” The board can mimic that language or set a time frame of its choosing.

Bill No. 2026-25 Introduction and 2nd Reading ~ Amend Code of Ordinances

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-25, of the proposed ordinance amending Ch. 2, Div. 3, City Administrator, Sec. 2-190. Duties and Powers, (G) Board of Aldermen Agenda of the Odessa Code of Ordinances, second reading.

Motion was made by Alderman Palmer to adopt Bill No. 2026-25 as amended, of proposed ordinance amending Ch. 2, Div. 3, City Administrator, Sec. 2-190. Duties and Powers, (G) Board of Aldermen Agenda of the Odessa Code of Ordinances, upon its second reading, and approve the bill as an ordinance. Motion died for lack of second.

Mr. Lauber stated that the board can approve this ordinance, and then staff can bring the board another ordinance that would change all the other sections in the Odessa Code of Ordinances. Mr. Lauber would recommend cross-referencing those notice requirements with the one being fixed this evening, so this is the only ordinance the board has to change in the future. The Rules of Meeting Procedures can also be changed under the proposed new ordinance. Mr. Lauber stated that there is a rule of equal dignities, which allows a resolution to be changed in an ordinance. You can amend a resolution with an ordinance, but you can't amend an ordinance with a resolution.

Motion was made by Alderman Palmer to amend the ordinance to allow for 48 hours exclusive of weekends and holidays when City Hall facilities are closed, seconded by Alderwoman Wrenn.

Motion carried 6-Aye, 0-No.

Motion was made by Alderman Palmer to adopt Bill No. 2026-25 as amended, of proposed ordinance amending Ch. 2, Div. 3, City Administrator, Sec. 2-190. Duties and Powers, (G) Board of Aldermen Agenda of the Odessa Code of Ordinances, upon its first reading, seconded by Alderwoman Wrenn, and carried with the following vote.

Motion was made by Alderman Palmer to adopt Bill No. 2026-25 as amended, of proposed ordinance amending Ch. 2, Div. 3, City Administrator, Sec. 2-190. Duties and Powers, (G) Board of Aldermen Agenda of the Odessa Code of Ordinances, upon its second reading, and approve the bill as an ordinance, seconded by Alderwoman Wrenn, and carried with the following vote.

Motion carried 6-Aye, 0-No.

Roll call vote as follows:

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

Motion carried 6-Aye, 0-No.

Bill No. 2026-25 became **Ordinance No. 3189**

Discussion ~ Electric Rate Proposals

Aldерwoman Starr moved to continue the Electric Rate Proposals until the City Administrator and Finance Director can be present to answer questions, seconded by Aldерwoman Finch.

Motion carried 6-Aye, 0-No.

Aldermen ~ Request for New Items

Aldерwoman Starr stated that she would like to see the recent salary study. She stated that the 90 days have expired and the board hasn't seen the study. Mayor Whitsitt stated that the City Administrator and Finance Director have had several meetings with the consultants to explore alternatives and assess what we can and can't do. He stated that they may not be in a position to present to the board just yet. Alderman Palmer requested an update.

Aldерwoman Starr moved to discuss the recent salary study, seconded by Aldерwoman Wrenn.

Motion carried 6-Aye, 0-No.

Aldерwoman Polson stated that she would like to discuss downtown parking and what that will look like once the sidewalk project is completed.

Aldерwoman Polson moved to discuss downtown parking, seconded by Aldерwoman Finch.

Motion carried 6-Aye, 0-No.

Aldерwoman Finch requested that staff bring back the ordinance to amend Chapter 2, Div. 3, Sec. 2-190, G, Board of Aldermen Agenda, seconded by Alderman Palmer.

Motion carried 6-Aye, 0-No.

Next Regular Scheduled Meeting:

Monday, July 13, 2026, at 6:00 p.m. Regular Session

Adjourn to Closed Session ~ Pursuant to RSMO 610.021 (1) & 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.

Aldерwoman Finch made a motion to adjourn to closed session at 6:40 p.m., Pursuant to RSMO 610-021 (1) Legal actions and 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, seconded by Alderman Plachte.

Roll call vote as follows:

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

Motion carried 6-Aye, 0-No.

Motion to Resume to Open Session

Alderwoman Finch made a motion to resume the open session at 7:26 p.m., seconded by Alderwoman Starr.

Roll call vote as follows:

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

Motion carried 6-Aye, 0-No.

Action Items for Closed Session

Bill No. 2026-24 Introduction and 1st Reading ~ Repeal Ord. 3174 ECA Credits

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-24, of the proposed ordinance repealing Ordinance No 3174 and establishing revised procedures for energy cost adjustment (ECA) credits, first reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-24, upon its first reading, and proceed to the second reading. Motion seconded by Alderman Plachte, and carried with the following vote.

Motion carried 6-Aye, 0-No.

Bill No. 2026-24 Introduction and 2nd Reading ~ Repeal Ord. 3174 ECA Credits

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-24, of the proposed ordinance repealing Ordinance No 3174 and establishing revised procedures for energy cost adjustment (ECA) credits, second reading.

Motion was made by Alderman Palmer to adopt Bill No. 2026-24, of proposed ordinance of the proposed ordinance repealing Ordinance No 3174 and establishing revised procedures for energy cost adjustment (ECA) credits, upon its second reading, and approve the bill as an ordinance. Motion seconded by Alderwoman Finch, 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	yes	Alderwoman Finch	yes

Motion carried 6-Aye, 0-No.

Bill No. 2026-24 became **Ordinance No. 3188**

Adjourn

There being no further business to come before the Board of Aldermen, a motion was made by Alderman Palmer, seconded by Alderwoman Polson, to adjourn the meeting at 7:31 p.m.

Motion carried 6- 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

DRAFT

Invoice # 2619-2

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: 2

PERIOD TO: 07/01/2026

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 2619-2

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.

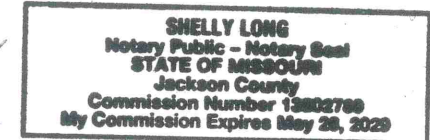
1. **ORIGINAL CONTRACT SUM**..... \$729,457.05
2. **NET CHANGES IN THE WORK**..... \$0.00
3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$729,457.05
4. **TOTAL COMPLETED AND STORED TO DATE:** (Column G on G703) \$407,777.53
5. **RETAINAGE:**
 - a. 0.00 % of Completed Work
(Column D+E on G703)
 - b. 0.00 % 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**..... \$407,777.53
(Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**..... 102,806.61
(Line 6 From Prior Certificate)
8. **CURRENT PAYMENT DUE**..... \$304,970.92
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 minus Line 6) \$321,679.52

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

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: Shelly Long Date: 7-1-2026
State of: MO
County of: JACKSON
Subscribed and sworn to before
me this 1 day of July 2026
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:

By: _____ Date: _____

ARCHITECT:

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.

AIA Document G703 - 1992

CONTINUATION SHEET

AIA Document, G702-1992, Application and Certification for Payment, or G736-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed Certification is attached.
In tabulations below, amounts are in US dollars nearest dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 07/01/2026

PERIOD TO: 07/01/2026

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	THIS PERIOD	MATERIALS STORED	TOTAL COMPLETED	%	BALANCE TO FINISH	RETAINAGE
	Mobilization/Supervision/Sur	17,860.00	5,358.00	3,572.00		8,930.00	50	8,930.00	
	Earthwork	37,500.00	31,875.00			31,875.00	85	5,625.00	
	Demo	12,000.00	12,000.00			12,000.00	100		
	Architectural/Structural/Civil	16,000.00	14,400.00	1,600.00		16,000.00	100		
	Aggregates	42,000.00	35,700.00			35,700.00	85	6,300.00	
	Sanitary Sewer	20,000.00						20,000.00	
	Ftgs, Fdn's, Bollards, Piers	92,810.00		88,169.50		88,169.50	95	4,640.50	
	Building & Erection	250,580.00		187,935.00		187,935.00	75	62,645.00	
	Interior/Warehouse Finishes	80,721.00						80,721.00	
	Electrical	49,500.00						49,500.00	
	HVAC	47,750.00						47,750.00	
	Plumbing	28,000.00		9,800.00		9,800.00	35	18,200.00	
	Profit & Overhead	34,736.05	3,473.61	13,894.42		17,368.03	50	17,368.02	
	Totals:	729,457.05	102,806.61	304,970.92		407,777.53	56	321,679.52	



PO Box 128 • 125 S Second • Odessa, MO 64076
Phone: (816) 230-5577 • Fax: (816) 633-4985 • www.cityofodessamo.com

July 6, 2026

Mr. Cylan Burns – LPA Construction Inspector - Kansas City District
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, Missouri 64086

Re: Progress Invoice No. 09
Odessa TAP-9901(440) 2nd Street Historic Downtown Improvement

Dear Mr. Burns:

Please find attached Progress Invoice No. 09 for the above referenced project. We certify that costs billed are consistent with Federal Cost Principles, contract terms and the acceptability and progress of the consultant's work. We, the City of Odessa, are requesting reimbursement in the amount of \$49,894.49.

Please notify us when the deposit has been made into our account by email to shawna.davis@cityofodessamo.com.

Sincerely,

Shawna Davis
City Administrator

City of Odessa - 2nd Street Historic Downtown District Improvements

CONSTRUCTION PAYMENT APPLICATION

Project 2ND STREET HISTORIC DOWNTOWN DISTRICT IMPROVEMENTS
CITY OF ODESSA, MISSOURI
Contractor KAT Excavation Inc.
309 N Oak St. Bates city , MO, 64011

Application No. 3
Date 07/02/2026
Period to 06/30/2026
Project No. 21KC10015
Fed No. TAP-9901(440)

Date of Award 01/26/26 Contract Calendar Days
Date to Proceed 03/30/26 Time Extension
Ordinance No. Calendar Days to Date

120
0
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	\$	700,590.51
Less <u>0%</u> to be Retained	\$	0.00
Net Amount of this Estimate	\$	700,590.51
Less Total Previous Payments to Contractor	\$	437,987.91
Balance Due Contractor	\$	262,602.60

By _____
Title _____
Verified By Hassan Tabyah
Construction Inspector / CFSE
Approved By _____
City of Odessa

Date 07/02/2026
Date 07/06/2026
Date _____

Second Street
Historic Downtown District improvements
City of Odessa, Missouri

County: Lafayette
Job No. TAP-9901(440)
Project: 21KC40015

Application No: 3
Application Date: 07/02/26
Period to: 06/30/26

Line No.	Item No.	Item Description	Units	Quantity	Unit	Total	Unit Completed Previous Period	Unit Completed Current Period	Unit Completed to Date	Work Completed				work
					Price					From Previous Application	This Period	To Date	%	remaining
ROADWAY														
1	202-20.10	Removal of Improvements	LS	1.00	\$235,939.00	\$235,939.00	0.50	0.25	0.75	\$117,969.50	\$58,984.75	\$176,954.25	75%	\$58,984.75
2	207-20.00	Linear Grading Class 2	STA	7.70	\$4,950.00	\$38,115.00	3.70	1.30	5.00	\$18,315.00	\$6,435.00	\$24,750.00	65%	13365.00
3	304-05.06	Type 5 Aggregate Base (6 In Thick)	SY	2569.20	\$21.02	\$54,004.58	1180.00		1180.00	\$24,803.60	\$0.00	\$24,803.60	46%	29200.98
4	401-12.09	Bituminous Pavement Mixture PG64-22, (BP-1) (2 IN)	TONS	222.80	\$112.20	\$24,998.16	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$24,998.16
5	401-12.09	Bituminous Pavement Mixture PG64-22, (BP-1) (2 IN)	TONS	222.80	\$112.20	\$24,998.16	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$24,998.16
6	401-30.00	Bituminous Pavement Mixture PG64-22, (BASE) (5 IN)	TONS	556.30	\$112.20	\$62,416.86	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$62,416.86
7	502-11.08	Concrete Pavement (8 IN Non-Reinforced) (Driveways)	SY	202.00	\$104.45	\$21,098.90	40.00		40.00	\$4,178.00	\$0.00	\$4,178.00	20%	\$16,920.90
8	609-10.51	Curb & Gutter Type A	LF	43.00	\$51.18	\$2,200.74	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$2,200.74
9	609-10.52	Curb & Gutter Type B	LF	1522.00	\$50.78	\$77,287.16	359.00	682.00	1041.00	\$18,230.02	\$34,631.96	\$52,861.98	68%	\$24,425.18
10	609-99.03	Curb & Gutter Type C	LF	318.00	\$51.18	\$16,275.24	85.00		85.00	\$4,350.30	\$0.00	\$4,350.30	27%	\$11,924.94
11	609-99.03	Curb Ramp Curb & Gutter	LF	60.00	\$79.56	\$4,773.60	14.00	15.00	29.00	\$1,113.84	\$1,193.40	\$2,307.24	48%	\$2,466.36
12	609-99.03	Driveway Curb & Gutter	LF	39.00	\$52.83	\$2,060.37	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$2,060.37
13	618-10.00	Mobilization	LS	1.00	\$67,918.40	\$67,918.40	0.50	0.25	0.75	\$33,959.20	\$16,979.60	\$50,938.80	75%	\$16,979.60
14	627-40.00	Contractor Surveying and Staking	LS	1.00	\$25,300.00	\$25,300.00	0.50	0.25	0.75	\$12,650.00	\$6,325.00	\$18,975.00	75%	\$6,325.00
TOTAL ROADWAY						\$657,386.17				\$235,569.46	\$124,549.71	\$360,119.17		\$297,267.00
SIGNING, STRIPING, SIGNAL, LIGHTING														
15	620-20.00	4 IN. White Class 1 Pavement Marking Paint (18 MIL, Type P Beads)	LF	2087.00	\$0.99	\$2,066.13	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$2,066.13
16	620-99.02	International Symbol of Accessibility (Parking Symbol)	EA	9.00	\$71.50	\$643.50	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$643.50
17	620-99.03	6 IN. White Class 1 Pavement Marking Paint (18 MIL, Type P Beads)	LF	118.00	\$1.65	\$194.70	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$194.70
18	620-99.03	4 IN. Blue Class 1 Pavement marking Paint (18 MIL, Type P Beads)	LF	1096.00	\$0.99	\$1,085.04	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$1,085.04
19	903-50.04A	SH-Flat Sheet	SF	102.00	\$33.65	\$3,432.30	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$3,432.30
20	903-99.02	Sign Posts	EA	15.00	\$577.50	\$8,662.50	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$8,662.50
TOTAL SIGNING, STRIPING, SIGNAL, LIGHTING						\$16,084.17				\$0.00	\$0.00	\$0.00		\$16,084.17
BIKE/PED FACILITIES														
21	304-05.06	TYPE 5 AGGREGATE FOR BASE(6 IN. THICK)	SY	2210.40	\$20.98	\$46,374.19	0.00	1100.00	1100.00	\$0.00	\$23,078.00	\$23,078.00	50%	\$23,296.19
22	502-99.07	Integral Retaining Wall W/Reinforcement	CY	23.00	\$3,109.02	\$71,507.46	3.50	5.50	9.00	\$10,881.57	\$17,099.61	\$27,981.18	39%	\$43,526.28
23	608-10.10	Concrete Curb Ramp	SY	58.70	\$280.45	\$16,462.42	16.40	15.00	31.40	\$4,599.38	\$4,206.75	\$8,806.13	53%	\$7,656.29
24	608-10.12	Truncated Domes	SF	130.00	\$26.74	\$3,476.20	30.00	30.00	60.00	\$802.20	\$802.20	\$1,604.40	46%	\$1,871.80
25	608-20.23	HAND-RAILING FOR STEPS WITHOUT BALUSTERS (BLACK)	LF	22.00	\$126.50	\$2,783.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$2,783.00
26	608-20.23	SIDEWALK HAND-RAILING WITHOUT BALUSTERS (BLACK)	LF	623.00	\$126.50	\$78,809.50	100.00		100.00	\$12,650.00	\$0.00	\$12,650.00	16%	\$66,159.50
27	608-99.05	Concrete Sidewalk, 6 IN.	SY	2137.30	\$93.68	\$200,222.26	575.00	382.00	957.00	\$53,866.00	\$35,785.76	\$89,651.76	45%	\$110,570.50
TOTAL BIKE/ PED FACILITIES						\$419,635.03				\$82,799.15	\$80,972.32	\$163,771.47		\$255,863.56
LANDSCAPING/STREET SCAPING														
28	805-10.10A	Seeding- Cool Season Grasses	ACRE	0.10	\$4,950.00	\$495.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$495.00
29	806-10.07A	Curb Inlet Check	EA	2.00	\$275.00	\$550.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$550.00
TOTAL LANDSCAPING/STREET SCAPING						\$1,045.00				\$0.00	\$0.00	\$0.00		\$1,045.00
Traffic Control														
30	616-10.22	CHANNELIZER (CONE)	EA	16	\$44.00	\$704.00	16.00		0.00	\$704.00	\$0.00	\$704.00	100%	\$0.00
31	616-10.30	TYPE 3 MOVABLE BARRICADE	EA	2	\$231.00	\$462.00	2.00		0.00	\$462.00	\$0.00	\$462.00	100%	\$0.00
32	903-50.04A	SH-FLAT SHEET --	EA	90	\$24.44	\$2,199.60	90.00		0.00	\$2,199.60	\$0.00	\$2,199.60	100%	\$0.00
TOTAL TRAFFIC						\$3,365.60				\$3,365.60	\$0.00	\$3,365.60		\$0.00
OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)														
33	901-99.03	Lighting Conduits	LS	1.00	\$82,049.00	\$82,049.00	0.50	0.25	0.75	\$41,024.50	\$20,512.25	\$61,536.75	75%	\$20,512.25
34	901-99.03	Power conduits	LS	1.00	\$91,850.00	\$91,850.00	0.50	0.25	0.75	\$45,925.00	\$22,962.50	\$68,887.50	75%	\$22,962.50
35	901-99.03	In-Grade Junction Boxes	LS	1.00	\$8,217.00	\$8,217.00	0.50	0.25	0.75	\$4,108.50	\$2,054.25	\$6,162.75	75%	\$2,054.25
36	901-99.03	Pole Light Concrete Bases	LS	1.00	\$35,046.00	\$35,046.00	0.50	0.25	0.75	\$17,523.00	\$8,761.50	\$26,284.50	75%	\$8,761.50
37	901-99.03	Bollard Concrete Bases	LS	1.00	\$13,950.37	\$13,950.37	0.55	0.20	0.75	\$7,672.70	\$2,790.07	\$10,462.77	75%	\$3,487.60
TOTAL OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)						\$231,112.37				\$116,253.70	\$57,080.57	\$173,334.27		\$57,778.10
ROADWAY BID ALTERNATE														
38	502-11.07	Concrete Pavement (7 IN. Non-Reinforced)	SY	2001.30	\$73.83	\$147,755.98	0.00	0.00	0.00	\$0.00	\$0.00	\$0.00	0%	\$147,755.98
						1,328,628.34				\$437,987.91	\$262,602.60	700,590.51	53%	\$628,037.83

Reimbursement Breakdown

Total 2nd St.: \$262,602.60

FHWA Reimbursement: 19%

Total Reimbursement: \$49,894.49



PARTIAL WAIVER AND RELEASE OF LIEN

Company: City of Odessa
125 S. 2nd Street
Odessa, MO 64076

Date: July 2, 2026

This is to certify that we have received partial payment for all materials furnished and work performed by us to your firm for the following total of the invoices: Pay Application #2 - \$209,567.86

For use on the following project: Odessa Sidewalk Improvements – TAP 9901 (440)
Odessa, MO

The undersigned does hereby waive and release all bond claims, liens or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials and/or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above, and contingent upon actual receipt of payment and final bank clearance of said remittance in the above amount. (The remittance identified as payment and endorsed by the Undersigned, marked "paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment was received by the Undersigned, and in that event, this waiver and release shall be effective automatically without need of any further act, acknowledgment or receipt of the part of the Undersigned.)

The person signing below does hereby certify that said person is fully authorized and empowered to execute this instrument and to bind the Undersigned and does, in fact, so execute this Partial Waiver and Release of Lien.

COMPANY NAME KAT Excavation, Inc.

By: Rita Baij

Title: Corporate Secretary

STATE OF MO)
COUNTY OF Jackson)

Subscribed and sworn to before me this 2nd day of July, 2026.

Shelly Long
NOTARY PUBLIC

My Commission Expires:
May 28, 2029

SHELLY LONG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 28, 2029
JACKSON COUNTY
COMMISSION #13802789

Odessa - KAT Excavation Contracts

Monthly Bill					Detail Per Purchase Order							
Balance		\$ billed	Invoice #	date requested		TAP-9901 (440) - 2nd Street	TAP-9901 (443) - Mason Street					
\$2,572,115												
\$2,167,555		\$404,560.32	01	5/14/2026		\$ 228,420.05	\$ 176,140.27					
\$1,786,848		\$380,706.42	02	6/16/2026		\$ 209,567.86	\$ 171,138.56					
\$1,244,713		\$542,135.69	03	7/2/2026		\$ 262,602.60	\$ 279,533.09					
\$1,244,713		\$0.00										
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\$1,244,713		\$0.00										
\$1,244,713		\$0.00										
\$1,244,713		\$0.00										
Total Paid to Date		\$1,327,402.43				Total Billed	\$700,590.51	\$626,811.92	\$0.00	\$0.00	\$0.00	\$0.00
Total Contract plus CO or reimbursables to date	\$2,572,115.18					NTE	\$1,328,628.35	\$1,243,486.83	\$0.00	\$0.00	\$0.00	\$0.00
						Remaining \$	\$628,037.84	\$616,674.91	\$0.00	\$0.00	\$0.00	\$0.00



PO Box 128 • 125 S Second • Odessa, MO 64076
Phone: (816) 230-5577 • Fax: (816) 633-4985 • www.cityofodessamo.com

July 6, 2026

Mr. Cylan Burns – LPA Construction Inspector- Kansas City District
Missouri Department of Transportation
600 NE Colbern Road
Lee's Summit, Missouri 64086

Re: Progress Invoice No. 16
Odessa TAP-9901(443) Mason Street Historic Downtown Improvement

Dear Mr. Burns:

Please find attached Progress Invoice No. 16 for the above referenced project. We certify that costs billed are consistent with Federal Cost Principles, contract terms and the acceptability and progress of the consultant's work. We, the City of Odessa, are requesting reimbursement in the amount of \$92,245.92.

Please notify us when the deposit has been made into our account by email to shawna.davis@cityofodessamo.com.

Sincerely,

Shawna Davis
City Administrator

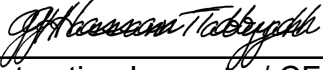
City of Odessa – Mason Street Historic Downtown District Improvements

CONSTRUCTION PAYMENT APPLICATION

Project Mason STREET HISTORIC DOWNTOWN DISTRICT IMPROVEMENTS Application No. 3
CITY OF ODESSA, MISSOURI Date 7/2/2026
Contractor KAT Excavation Inc. Period to 6/30/2026
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 30
Expires 07/27/26

Original Contract Amount	\$	1,172,082.71
Change Orders to Date (Thru C.O. No.)	\$	0.00
Current Contract Amount	\$	1,172,082.71
Total Amount of Work to Date	\$	626,811.93
Less <u>0%</u> to be Retained	\$	0.00
Net Amount of this Estimate	\$	626,811.93
Less Total Previous Payments to Contractor	\$	347,278.84
Balance Due Contractor	\$	279,533.09

By _____ Date 07/02/2026
Title _____
Verified By  Date 07/06/2026
Construction Inspector/ CFSE
Approved By _____ Date _____
City of Odessa

Mason Street					County:	Lafayette					Application No:	3			
Historic Downtown District improvements					Job No.	TAP-9901(443)					Application Date:	07/02/26			
City of Odessa, Missouri					Project:	3KC40030					Period to:	06/30/26			
Line	Item	Item Description	Units	Quantity	Unit	Total	Unit Completed Previous Period	Unit Completed Current Period	Unit Completed to Date	Work Completed				work	
No.	No.				Price					From Previous Application	This Period	To Date	%		remaining
	ROADWAY														
1	202-20.10	Removal of Improvements	LS	1.00	\$235,939.00	\$235,939.00	0.34	0.50	0.84	\$80,219.26	\$117,969.50	\$198,188.76	84%	\$37,750.00	
2	207-20.00	Linear Grading Class 2	STA	8.70	\$4,950.00	\$43,065.00	3.00	4.00	7.00	\$14,850.00	\$19,800.00	\$34,650.00	80%	\$8,415.00	
3	304-05.06	Type 5 Aggregate Base (6 In Thick)	SY	1866.60	\$22.34	\$41,699.84	634.00		634.00	\$14,163.56	\$0.00	\$14,163.56	34%	\$27,536.28	
4	401-12.09	Bituminous Pavement Mixture PG64-22, (BP-1) (2 IN)	TONS	300.90	\$103.40	\$31,113.06	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$31,113.06	
5	401-12.09	Bituminous Pavement Mixture PG64-22, (BP-1) (2 IN)	TONS	300.90	\$103.40	\$31,113.06	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$31,113.06	
6	401-30.00	Bituminous Pavement Mixture PG64-22, (BASE) (5 IN)	TONS	751.60	\$103.40	\$77,715.44	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$77,715.44	
7	502-11.08	Concrete Pavement (8 IN Non-Reinforced) (Driveways)	SY	331.80	\$104.44	\$34,653.19	61.00	98.00	159.00	\$6,370.84	\$10,235.12	\$16,605.96	48%	\$18,047.23	
8	609-10.51	Curb & Gutter Type A	LF	221.00	\$86.64	\$19,147.44	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$19,147.44	
9	609-10.52	Curb & Gutter Type B	LF	578.00	\$86.64	\$50,077.92	372.00	206.00	578.00	\$32,230.08	\$17,847.84	\$50,077.92	100%	\$0.00	
10	609-99.03	Curb & Gutter Type C	LF	115.00	\$86.64	\$9,963.60	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$9,963.60	
11	609-99.03	Curb Ramp Curb & Gutter	LF	65.00	\$64.13	\$4,168.45	21.00	20.00	41.00	\$1,346.73	\$1,282.60	\$2,629.33	63%	\$1,539.12	
12	609-99.03	Driveway Curb & Gutter	LF	324.00	\$44.13	\$14,298.12	0.00	141.00	141.00	\$0.00	\$6,222.33	\$6,222.33	44%	\$8,075.79	
13	618-10.00	Mobilization	LS	1.00	\$67,918.40	\$67,918.40	0.17	0.35	0.52	\$11,546.13	\$23,771.44	\$35,317.57	52%	\$32,600.83	
14	627-40.00	Contractor Surveying and Staking	LS	1.00	\$25,300.00	\$25,300.00	0.17	0.50	0.67	\$4,301.00	\$12,650.00	\$16,951.00	67%	\$8,349.00	
	TOTAL ROADWAY						\$686,172.52				\$165,027.60	\$209,778.83	\$374,806.43		\$311,366.09
	SIGNING, STRIPING, SIGNAL, LIGHTING														
15	620-20.00D	4 IN. White Class 1 Pavement Marking Paint (18 MIL, Type P Beads)	LF	1536.00	\$0.99	\$1,520.64	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$1,520.64	
16	620-60.01D	4 IN. YELLOW CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	1570.00	\$0.99	\$1,554.30	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$1,554.30	
17	620-61.24B	24 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	24.00	\$7.70	\$184.80	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$184.80	
18	620-99.02	INTERNATIONAL SYMBOL OF ACCESSIBILITY (PARKING SYMBOL)	EA	7.00	\$71.50	\$500.50	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$500.50	
19	620-99.03	6 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	120.00	\$1.65	\$198.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$198.00	
20	620-99.03	4 IN. BLUE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	581.00	\$0.99	\$575.19	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$575.19	
21	903-50.04A	SH-Flat Sheet	SF	46.00	\$22.00	\$1,012.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$1,012.00	
22	903-99.02	Sign Posts	EA	4.00	\$577.50	\$2,310.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$2,310.00	
	TOTAL SIGNING, STRIPING, SIGNAL, LIGHTING						\$7,855.43				\$0.00	\$0.00	\$0.00		\$7,855.43
	BIKE/PED FACILITIES														
23	304-05.06	TYPE 5 AGGREGATE FOR BASE(6 IN. THICK)	SY	1618.60	\$22.31	\$36,110.97	0.00	800.00	800.00	\$0.00	\$17,848.00	\$17,848.00	49%	\$18,262.97	
24	502-99.07	Integral Retaining Wall W/Reinforcement	CY	15.00	\$2,477.26	\$37,158.90	6.50	1.50	8.00	\$16,102.19	\$3,715.89	\$19,818.08	53%	\$17,340.82	
25	608-10.10	Concrete Curb Ramp	SY	104.10	\$143.98	\$14,988.32	9.00	18.00	27.00	\$1,295.82	\$2,591.64	\$3,887.46	26%	\$11,100.86	
26	608-10.12	Truncated Domes	SF	150.00	\$26.68	\$4,002.00	20.00	45.00	65.00	\$533.60	\$1,200.60	\$1,734.20	43%	\$2,267.80	
27	608-20.23	HAND-RAILING FOR STEPS WITHOUT BALUSTERS (BLACK)	LF	9.00	\$126.50	\$1,138.50	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$1,138.50	
28	608-20.23	SIDEWALK HAND-RAILING WITHOUT BALUSTERS (BLACK)	LF	329.00	\$126.50	\$41,618.50	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$41,618.50	
29	608-99.05	Concrete Sidewalk, 6 IN.	SY	1497.80	\$97.61	\$146,200.26	398.00	194.00	592.00	\$38,848.78	\$18,936.34	\$57,785.12	40%	\$88,415.14	
	TOTAL BIKE/ PED FACILITIES						\$281,217.45				\$56,780.39	\$44,292.47	\$101,072.86		\$180,144.59
	LANDSCAPING/STREET SCAPING														
30	604-20.10	ADJUST MANHOLE HEIGHT	EA	2.00	\$2,035.00	\$4,070.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$4,070.00	
31	604-99.02	ADJUST HEIGHT OF FIRE HYDRANT	EA	1.00	\$3,850.00	\$3,850.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$3,850.00	
	TOTAL LANDSCAPING/STREET SCAPING						\$7,920.00				\$0.00	\$0.00	\$0.00		\$7,920.00
Traffic Control															
32	616-10.22	CHANNELIZER (CONE)	EA	16	\$44.00	\$704.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$704.00	
33	616-10.30	TYPE 3 MOVABLE BARRICADE	EA	4	\$231.00	\$924.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$924.00	
34	903-50.04A	SH-FLAT SHEET --	SF	90	\$13.20	\$1,188.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$1,188.00	
	TOTAL TRAFFIC						\$2,816.00				\$0.00	\$0.00	\$0.00		\$2,816.00
	OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)														
35	901-99.02	UTILITY METER	EA	4.00	\$27.50	\$110.00	0.00		0.00	\$0.00	\$0.00	\$0.00	0%	\$110.00	
36	901-99.02	UTILITY METER ENCLOSURE	EA	4.00	\$799.70	\$3,198.80	0.90	0.05	0.95	\$719.73	\$39.99	\$759.72	24%	\$2,439.08	
37	901-99.02	PANELBOARD "STP-01W"	EA	1.00	\$4,394.50	\$4,394.50	0.90	0.05	0.95	\$3,955.05	\$219.73	\$4,174.78	95%	\$219.72	
38	901-99.02	PANELBOARD "STP-02W"	EA	1.00	\$4,394.50	\$4,394.50	0.90	0.05	0.95	\$3,955.05	\$219.73	\$4,174.78	95%	\$219.72	
39	901-99.02	PANELBOARD "STP-03E"	EA	1.00	\$4,394.50	\$4,394.50	0.90	0.05	0.95	\$3,955.05	\$219.73	\$4,174.78	95%	\$219.72	
40	901-99.02	PANELBOARD "STP-04E"	EA	1.00	\$4,394.50	\$4,394.50	0.90	0.1	1.00	\$3,955.05	\$439.45	\$4,394.50	100%	\$0.00	
41	901-99.03	ELECTRICAL EQUIPMENT RACK (STRUT, POST, CONCRETE, FITTINGS, ETC.)	LS	1.00	\$13,288.00	\$13,288.00	1.00		1.00	\$13,288.00	\$0.00	\$13,288.00	100%	\$0.00	
42	901-99.03	GROUNDING SYSTEMS(RODS, CLAMPS, CONDUCTORS)	LS	1.00	\$6,248.00	\$6,248.00	1.00		1.00	\$6,248.00	\$0.00	\$6,248.00	100%	\$0.00	
43	901-99.03	DISTRIBUTION EQUIPMENT CONDUIT/ CONDUCTORS	LS	1.00	\$11,281.60	\$11,281.60	0.80	0.2	1.00	\$9,025.28	\$2,256.32	\$11,281.60	100%	\$0.00	
44	901-99.02	LIGHTING CONTROL PANEL "LCP-01W"	EA	1.00	\$1,771.00	\$1,771.00	0.90	0.05	0.95	\$1,593.90	\$88.55	\$1,682.45	95%	\$88.55	
45	901-99.02	LIGHTING CONTROL PANEL "LCP-02W"	EA	1.00	\$1,325.50	\$1,325.50	0.90	0.05	0.95	\$1,192.95	\$66.28	\$1,259.23	95%	\$66.27	
46	901-99.02	LIGHTING CONTROL PANEL "LCP-03E"	EA	1.00	\$1,325.50	\$1,325.50	0.90	0.05	0.95	\$1,192.95	\$66.28	\$1,259.23	95%	\$66.27	
47	901-99.02	LIGHTING CONTROL PANEL "LCP-04E"	EA	1.00	\$1,325.50	\$1,325.50	0.90	0.05	0.95	\$1,192.95	\$66.28				



PARTIAL WAIVER AND RELEASE OF LIEN

Company: City of Odessa
125 S. 2nd Street
Odessa, MO 64076

Date: July 2, 2026

This is to certify that we have received partial payment for all materials furnished and work performed by us to your firm for the following total of the invoices: Pay Application #2 - \$211,248.19

For use on the following project: Odessa Sidewalk Improvements – TAP 9901 (443)
Odessa, MO

The undersigned does hereby waive and release all bond claims, liens or claims or right of lien, statutory or otherwise, against the property, project, Owner and any sureties, for labor, services, materials and/or equipment, as provided by the Undersigned, but only to the extent of payment received, as indicated above, and contingent upon actual receipt of payment and final bank clearance of said remittance in the above amount. (The remittance identified as payment and endorsed by the Undersigned, marked "paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said invoice or pay request was paid and that payment was received by the Undersigned, and in that event, this waiver and release shall be effective automatically without need of any further act, acknowledgment or receipt of the part of the Undersigned.)

The person signing below does hereby certify that said person is fully authorized and empowered to execute this instrument and to bind the Undersigned and does, in fact, so execute this Partial Waiver and Release of Lien.

COMPANY NAME KAT Excavation, Inc.

By: [Signature]

Title: Corporate Secretary

STATE OF MO
COUNTY OF Jackson

Subscribed and sworn to before me this 2nd day of July, 2026.

[Signature]
NOTARY PUBLIC

My Commission Expires:
May 28, 2029

SHELLY LONG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 28, 2029
JACKSON COUNTY
COMMISSION #13802789

Odessa - KAT Excavation Contracts

Monthly Bill					Detail Per Purchase Order							
Balance		\$ billed	Invoice #	date requested		TAP-9901 (440) - 2nd Street	TAP-9901 (443) - Mason Street					
\$2,572,115												
\$2,167,555		\$404,560.32	01	5/14/2026		\$ 228,420.05	\$ 176,140.27					
\$1,786,848		\$380,706.42	02	6/16/2026		\$ 209,567.86	\$ 171,138.56					
\$1,244,713		\$542,135.69	03	7/2/2026		\$ 262,602.60	\$ 279,533.09					
\$1,244,713		\$0.00										
\$1,244,713		\$0.00										
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\$1,244,713		\$0.00										
Total Paid to Date		\$1,327,402.43				Total Billed	\$700,590.51	\$626,811.92	\$0.00	\$0.00	\$0.00	\$0.00
Total Contract plus CO or reimbursables to date	\$2,572,115.18					NTE	\$1,328,628.35	\$1,243,486.83	\$0.00	\$0.00	\$0.00	\$0.00
						Remaining \$	\$628,037.84	\$616,674.91	\$0.00	\$0.00	\$0.00	\$0.00



Odessa Police Department

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

July 6, 2026

Shawna,

Officers worked over **852 incidents** in June.

Happy **250th birthday** to our wonderful country! I hope everyone had a safe and enjoyable 4th of July!

Codes Enforcement is currently working **38 active** enforcement cases. Codes Enforcement has **closed 95** cases for 2026 and taken **9 new** enforcement cases for June 2026.

As part of our community engagement efforts, the **Odessa Police Department has launched a summer "Storytime"** event! We've partnered with the Trails Regional Library, where an Odessa Police Officer will read children's books once in June and twice in July. We had a wonderful first event with nearly 40 parents and students in attendance.

Police Clerk Jenny Riedl and I completed the **annual report required by the United States Department of Justice Asset Forfeiture Program**. This report is required each year and involves a detailed review and reconciliation of program records to ensure compliance and accurate reporting. The process requires tracking and verification of financial activity throughout the reporting period. We will continue to submit other required annual reports to both the DOJ and the Missouri Department of Public Safety over the coming months as part of ongoing compliance obligations. At this time, the City has no forfeited assets to report.

Captain Liese participated in required **triennial audit from the Missouri State Highway Patrol and Federal Bureau of Investigation** regarding the City use of criminal history data. As a part of the City liquor licensing process, applicants submit to a criminal history background through the MSHP/FBI criminal justice information division. Additionally, the triennial audit checked compliance regarding policy compliance review, MIBRS compliance, CJIS criminal data and required use of force reporting. By having access to criminal history records, employees with access must submit themselves to security training and auditing. I'm happy to report the audit went well and our status is positive and compliant.

The Odessa Police Department assisted the **Odessa Chamber of Commerce Rodeo**. As always it was a wonderful event!

School Resource Officer Andrew Lockhart, School Resource Officer Samantha Bell, School Resource Officer Ben Brown and Lt. Phillip Salmon all attended the **State of Missouri School Resource Officer conference**. This conference and trade show provided continuing education hours, social activities and networking opportunities to school resource officers from across the State. Much of the training will allow the officers to provide expert feedback to school officials about our services.

The Odessa Police Department continues to engage in community outreach through a variety of informational tours and school-based events. Recently, we hosted **approximately 50 elementary students** at the police department, providing them with a guided tour of the facility and an overview of various equipment used in daily law enforcement operations. The students were also given the opportunity to sit in a patrol vehicle and activate the emergency lights and siren, which was well received. In addition, department personnel participated in this year's **"Touch-a-Truck"** event at Bright Beginnings Academy, where children were able to interact with officers, view a patrol vehicle, and experience activating the emergency equipment. These outreach efforts are an important part of building positive relationships with youth in our community, and several photos from these events were shared on the department's social media page.

I am currently working to establish a new **Community Emergency Response Team (CERT) volunteer organization** in Odessa. I have met with local leadership who are supportive of the initiative and will assist in developing and delivering training for volunteers as the program is formed. The goal is to build a trained group of community members who can assist with basic disaster response, preparedness education, and support for emergency operations during large-scale incidents until professional responders can fully stabilize the situation. This effort aligns with the broader Community Emergency Response Team (CERT) model and is intended to strengthen local resilience through structured training, coordination, and volunteer engagement within the City of Odessa. More to come, but I'm preparing to host a training this fall.

Police Clerk Jenny Riedl created a new **License Plate Recognition (LPR) Transparency webpage** on the City of Odessa website. The page provides the public with an overview of the Department's LPR program, including its purpose, privacy protections, accountability measures, and authorized use. This effort enhances transparency by providing residents with accessible information about the Department's use of LPR technology while reinforcing the City's commitment to responsible policing.

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 Odessa Police Department continues to assist the **Kansas City Police Department through regional mutual aid operations supporting FIFA events**. The operation has been well organized, and the events have proceeded smoothly. Our personnel remain prepared to respond if needed while helping ensure the safety and security of participants and visitors.

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 June 9, 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 July14, 2026 at the Odessa Community Building.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: City of Odessa	Reporting Period: Jun 1, 2026 - Jun 30, 2026
Mailing Address: 601 W MAIN STREET, ODESSA, MO 64076			
Physical Address: 601 W MAIN STREET, ODESSA, MO 64076		County: Lafayette County	Circuit: 15
Telephone Number:		Fax Number:	
Prepared by: Jennifer LeBlanc		E-mail Address:	
Municipal Judge: CARL SCARBOROUGH			

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	28	336	115
B. Cases (citations/informations) filed	2	44	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	1	23	15
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	1	0
7. <i>nolle prosequi</i>	0	3	4
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	1	34	19
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	29	346	113
E. Trial de Novo and/or appeal applications filed	0	0	0

<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>	<u>IV. PARKING TICKETS</u>
1. # Issued during reporting period	1. # Issued during period
12	0
2. # Served/withdrawn during reporting period	☐ Court staff does not process parking tickets
2	
3. # Outstanding at end of reporting period	
349	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: City of Odessa	Reporting Period: Jun 1, 2026 - Jun 30, 2026
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$2,321.50	Court Automation	\$256.45
Clerk Fee - Excess Revenue	\$276.00	Total Other Disbursements	\$256.45
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$8.51	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$4,765.50
Bond forfeitures (paid to city) - Excess Revenue	\$300.00	Bond Refunds	\$400.00
Total Excess Revenue	\$2,906.01	Total Disbursements	\$5,165.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$864.50		
Clerk Fee - Other	\$163.64		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$36.64		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$261.22		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.04		
Law Enforcement Training (LET) Fund surcharge	\$74.00		
Domestic Violence Shelter surcharge	\$74.00		
Inmate Prisoner Detainee Security Fund surcharge	\$74.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$50.00		
Total Other Revenue	\$1,603.04		



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

Planning & Zoning Meeting

None

The next regular Planning & Zoning meeting is July 16, 2026.

Board of Adjustment Meeting

None

Active Projects

Pine Creek Townhomes

City Maintenance Building

New Construction Permits

302 N. 4th St. (4-Plex)

700 Cobb Circle (Single Family)

Other Permits Issued

Demolition	1
Pools	4
Plumbing/Sewer	2
Signs	1
Other	2
Total	10



SFY 2027 Missouri Department of Public Safety Missouri Blue Shield Grant Program (MBSGP) Notice of Funding Opportunity (NOFO)

Grant Issued By:

Missouri Department of Public Safety

Funding Opportunity Title:

SFY 2027 Missouri Blue Shield Grant Program (MBSGP)

Introduction:

The Missouri Department of Public Safety is pleased to announce the funding opportunity for the SFY 2027 Missouri Blue Shield Grant Program (MBSGP). These state administered funds are appropriated through Missouri House Bill No. 8 and are subject to request and approval each fiscal year.

Program Description:

The Missouri Department of Public Safety (DPS) collaborates with local law enforcement agencies to provide a proactive approach for the public safety of Missourians. The purpose of the MBSGP is to provide funding to support the Missouri Blue Shield Program. This program is a collaborative initiative in Missouri that brings communities together to support the law enforcement agencies that serve and protect our cities and towns. This program acknowledges local governments for their commitment to supporting local law enforcement efforts.

Period of Performance: 8.5 months

Projected Period of Performance Start Date: September 1, 2026

Projected Period of Performance End Date: May 15, 2027

Maximum Award: Each eligible Missouri Blue Shield Program applicant will receive \$28,985.50 for the purchase of equipment, training, and/or technology for their law enforcement agency.

Eligible Applicants:

- ☐ Local law enforcement agencies with a Missouri Blue Shield Program designation

Ineligible Applicants:

- ☐ Law enforcement agencies without a Missouri Blue Shield Program designation
- ☐ State law enforcement agencies

Allowable Costs:

The Missouri Department of Public Safety's objective in awarding funding is to support local efforts to enhance public safety, foster law enforcement support, and encourage community partnerships. This opportunity will allow for the purchase of equipment, training, and/or technology for law enforcement agencies. The Missouri Blue Shield Program is a reimbursement grant. Recipients must incur an allowable expense, make payment and seek reimbursement from the Missouri Department of Public Safety.

The Missouri Department of Public Safety understands in certain situations local cash flow makes payment for equipment, supplies and training difficult. To help alleviate this situation, DPS has agreed to accept requests for funds from recipients as soon as a vendor submits their invoice, and the recipient has received goods or services. Consequently, the recipient does not have to pay the vendor before submitting the claim for reimbursement.

Examples of allowable items include, but are not limited to, the following:

- ☐ License Plate Readers
- ☐ Mobile Data Terminals (MDT's)/Mobile Data Computers (MDC's)
- ☐ MOSWIN Approved Radios (Portable/Handhelds, Mobiles, Repeaters, Base Stations, etc.)
- ☐ Vehicles
- ☐ Personal Protective Equipment
- ☐ Body-Worn Cameras
- ☐ Dash Cameras
- ☐ Security and Surveillance Systems
- ☐ Gunshot Detection Technology
- ☐ Justice Information Sharing Technology
- ☐ Communications Systems
- ☐ Crime Analytics Software
- ☐ Hardware and Software
- ☐ Missouri Blue Shield Designation Signage
 - Must be purchased through Missouri Vocational Enterprises (MVE) – 3 Options Available

Some items have additional requirements to be eligible for funding. Allowable items with additional requirements are detailed below:

☐ **Mobile Data Terminals (MDT's)/Mobile Data Computers (MDC's)**

Agencies seeking funding for mobile data terminals should research the type of computer being requested. The Missouri Department of Public Safety is aware that non-ruggedized laptops and tablets are typically not durable enough for road patrol purposes and therefore not the best use of funds.

☐ **Interoperability Equipment (Portables/Handhelds, Mobiles, Repeaters, Base Stations, etc.)**

Investments in emergency communications systems and equipment must meet applicable [SAFECON Guidance](#). All radios must meet the Missouri Department of Public Safety, Office of the Director, DPS Grants [Radio Interoperability Guidelines](#). The Missouri Interoperability Center (MIC) will review all communications equipment applications to ensure they comply with the [Radio Interoperability Guidelines](#). **Interoperability equipment that does not meet these guidelines will not be eligible for funding.**

NOTE: Agencies seeking any type of radio or radio-related accessory are encouraged to contact the Missouri Interoperability Center by phone at (855) 4-MOSWIN or by email at moswin.sysadmin@dps.mo.gov to ensure the appropriate communication devices are purchased for the department's needs and location to the nearest MOSWIN tower and to ensure the appropriate administrative requirements are met as it relates to the MOSWIN. The Missouri Interoperability Center staff can also provide helpful information regarding the department's ability to access the MOSWIN and how to articulate such within the grant application.

☐ **Body-Worn Cameras**

Agencies seeking funding for Body-Worn Cameras (BWCs) must have policies and procedures in place related to equipment usage, data storage and access, privacy considerations, and training. Recipients of funding for Body-Worn cameras must supply the Missouri Department of Public Safety with a copy of such policy(s) and procedure(s) at the time of claim submission.

☐ **Body Armor**

Funds may be used to purchase body armor at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards, which can be found online at <https://www.nij.gov/topics/technology/body-armor/Pages/standards.aspx>.

Body armor or armor vests must also be “uniquely fitted vests” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of:

- (1) Correctly sized panels and carrier, determined through appropriate measurement and
- (2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The requirement that body armor be “uniquely fitted” does not require body armor that is individually manufactured based on the measurements of an individual wearer.

In addition, body armor purchased must be made in the United States.

Agencies seeking funding for body armor are required to have a written “mandatory wear” policy in effect. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty.

Recipients of funding for body armor must supply the Missouri Department of Public Safety with a copy of such policy at the time of claim submission.

☐ **License Plate Readers (LPR)**

Agencies purchasing license plate reader (LPR) equipment and technology with grant funds administered by the Missouri Department of Public Safety, must adhere to the following requirements:

- a. LPR vendors chosen by an agency must have an MOU on file with the MSHP Central Vendor File as developed and prescribed by the Missouri Department of Public Safety pursuant to 11 CSR 30-17.
- b. Prior to purchasing LPR services, the agency should verify the vendor’s MOU status with the MSHP CJIS Division by emailing mshphelpdesk@mshp.dps.mo.gov.
- c. Share LPR data through the MoDEX process with statewide sharing platforms (i.e., MULES).
- d. Enable LPR data sharing with other Missouri law enforcement agencies and enforcement support entities within the selected vendor’s software. Examples include, but are not limited to fusion centers, drug task forces, special investigations units, etc.
- e. Connect to the Missouri State Highway Patrol’s Automated License Plate Reader (ALPR) File Transfer Protocol Access Program. This program provides the information necessary to provide a NCIC and/or MULES hit when used in conjunction with a License Plate Reader (LPR) device. An MOU must be on file with the Access Integrity Unit (AIU) for the vendor and the law enforcement agency and a registration process must be completed.
- f. Agency shall have a license plate reader policy and operation guideline prior to the

implementation of LPRs. Reimbursements will not be made on the project until the policy has been provided to the Missouri Department of Public Safety.

g. If LPR will be installed on Missouri Department of Transportation right-of-way(s) agency must request installation through the Missouri Department of Public Safety. Once approved, agency must adhere to the Missouri Department of Transportation's guidelines regarding installation of LPR's on Missouri Department of Transportation right-of-way(s).

Unallowable Cost Items:

- ☐ Surveillance Systems for Jails
- ☐ Construction or Renovation
- ☐ Land Acquisition
- ☐ Personnel Costs
- ☐ Bonuses or Commissions
- ☐ Lobbying
- ☐ Fundraising
- ☐ Corporate Formation
- ☐ State and Local Sales Taxes
- ☐ Costs Incurred Outside the Project Period
- ☐ Aircraft
- ☐ Confidential Funds
- ☐ Military-Type Equipment
- ☐ Radios and Radio-Related Equipment that is not compliant with the Missouri Statewide Interoperability Network (MOSWIN)
- ☐ Unmanned Aircraft (UAV)/Drones and Drone Accessories

Application and Submission Information:

- 1. Applications will only be accepted through the Missouri Department of Public Safety (DPS) online WebGrants System:** [Department of Public Safety DPS Grants \(mo.gov\)](https://www.mo.gov/dps/grants)

A PowerPoint with instructions on how to apply through the WebGrants System will be available on the Missouri Department of Public Safety website, at the following link: [Missouri Department of Public Safety | Missouri Blue Shield Grant Program \(MBSGP\)](https://www.mo.gov/dps/grants).

- 2. Key Dates and Times**
 - a. Application Start Date:** July 1, 2026
 - b. Application Submission Deadline:** July 31, 2026, 5:00 pm CST

- 3. Agreeing to Terms and Conditions of the Award:**

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

As part of this application, each eligible applicant must complete all application forms and provide all required documents:

- 1. Contact Information**
- 2. Interoperable Communications**
- 3. Certified Assurances**
- 4. Budget**
- 5. Named Attachments**
 - a. Quote or Cost Basis**
 - b. Other Supporting Documentation**

Department of Public Safety Contacts:

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Grant Support Specialist
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Les Martin
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BOARD OF ALDERMEN ACTION REPORT

ISSUE: Approval of 2026/2027 School Resource Officer MOU with the Odessa R7 School District

ACTION: Motion for Approval of 2026/2027 School Resource Officer MOU with the Odessa R7 School District

BACKGROUND:

Maintaining positive relationships between the Odessa Police Department and students and staff at the Odessa R7 School District is important. Providing assistance, guidance, advice and education in a positive and proactive SRO program creates an environment of safety.

This year I worked with the Odessa R7 School District administrator to prepare and update a new School Resource Officer Memorandum of Understanding (MOU). The MOU provides guidelines used by the City of Odessa Police Department and the Odessa R7 School District to effectively administer the SRO program. This MOU is for all four (4) SRO positions. By combining the MOUs together, it will help administer the program without possible confusion.

For this upcoming school year (2026/2027), I reviewed this document with Odessa R7 administration staff and City Administrator Shawna Davis. After discussions with these leaders, I prepared this upcoming school years MOU with language used in previous years. The SRO program agreement will still reflect the current agreements with all invested parties.

- **Position one** – This position is funded by a **50/50 cost sharing** agreement between the City of Odessa and Odessa R7 School District.
- **Position two** – This position is funded by a cost sharing agreement between the **City of Odessa, Odessa R7 School District and the Lafayette County Children's Services Fund grant program.**
- **Position three and four** – These positions are funded at **100% by the Odessa R7 School District and Lafayette County Children's Services Fund.**

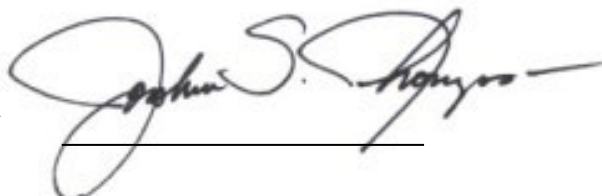
The Odessa R7 School District was awarded grant dollars from the Lafayette County Children's Services Fund for this upcoming school year.

FINANCIAL CONSIDERATIONS:

- Position one - The agreement is not to exceed funding of \$45,000.00 (50%) financial obligation to the Odessa R7 School District. This was included in the City of Odessa FY26/27 police budget.
 - Position two - The agreement includes the City of Odessa's obligation of 40% (\$40,849.71). This was included in the City of Odessa FY26/27 police budget.
 - Position three and four – The agreement funds these positions at 100% to the Odessa R7 School District and Lafayette County Children's Services Fund. This was included in the City of Odessa FY26/27 police budget.
-

ATTACHMENTS: School Resource Officer Memorandum of Understanding for the school year 2026/2027 (includes cost estimates schedules for positions two, three, four).

PREPARED BY



Josh Thompson
Chief of Police

DATED July, 7 2025

School Resource Officer
Memorandum of Understanding

Lafayette County R-VII School District (Odessa)
and
City of Odessa, Missouri

School Resource Office Memorandum of Understanding Lafayette County R-VII (Odessa) & City of Odessa, Missouri

The purpose of this Memorandum of Understanding (“MOU” or “Agreement”) is to facilitate a clear understanding of roles, duties, and responsibilities of the Police Department of the **City of Odessa, Missouri** (“Police Department”), and the **Lafayette County R-VII** (“District”) relative to facilitating a School Resource Officer (“SRO”) program as outlined in this MOU and authorized under RSMo §162.215. This MOU is being set forth this ____ day of _____ 2026. The Parties agree it is mutually beneficial for City police officers to be assigned to the District as SROs. It is understood by all Parties that the Police Department is a department of the City of Odessa, Missouri (“City”) and police officers are employees of the City.

1. MISSION STATEMENT

- a. The purpose of this MOU is for the Odessa Police Department to assign four (4) police officers to the District, to serve as a SROs.
- b. This MOU includes financial schedules agreed to by the City and District for the cost of the first SRO position. This position is funded as a 50/50 partnership between the City and District.
- c. This MOU includes additional financial schedules agreed to by the City and District for the second SRO position. This position is funded in part by the **Lafayette County Children’s Services Fund** (“LCCSF”) grant program, in part by the District, and in part by the City. The allocation of funding is broken down by percentage and agreed to by the LCCSF board, District, and City.
- d. This MOU includes additional financial schedules agreed to by the City and the District for the third and fourth SRO positions. These positions are funded in part by the **LCCSF grant program and District**. The allocation of funding is broken down by percentage and agreed to by the LCCSF board and District.
- e. Assigned SROs will implement an SRO program, in conjunction with the District faculty/staff, to:
- f. Maintain a peaceful campus environment at the District for students, faculty/staff, parents, and patrons;
- g. Enhance the District’s Safety and Security Program and assist in the identification of physical changes on the District campus that may reduce crime in or around the District buildings;
- h. Enhance the District’s Homeland Security/Anti-Terrorism Program and assist in developing bomb threat protocols, evacuation plans, and shelter-in-place plans;
- i. Assist District principals, as requested and appropriate, in developing District policy that addresses crime and recommend procedural changes;
- j. Act as a liaison with other law enforcement agencies serving the District;
- k. Act as a liaison with social service agencies serving the District;
- l. Take proactive steps to prevent and decrease the incidents of violence and disorder against students and faculty/staff in or around the District campus;

- m. Take proactive steps to prevent and decrease the incidents of substance abuse and drug activities affecting students in or around the District campus;
- n. Take proactive steps to prevent and decrease the incidents of crimes and disorder involving property belonging to students, patrons, and faculty/staff in or around the District campus;
- o. Take proactive steps to decrease the incidents of truancy by students;
- p. Take appropriate action against any other school-related criminal activity or disorder;
- q. Assist in the education of likely student victims in crime prevention and safety; and
- r. Assist in the training of students in conflict resolution, bullying in schools, crime awareness, and restorative justice.

2. DESCRIPTION OF GENERAL DUTIES

- a. All SROs shall be a licensed peace officer, as defined in RSMO §590.010, and shall comply with the provisions of RSMo Chapter 590.
- b. SROs shall not serve as a school disciplinarians, as an enforcer of school regulations, or in place of school-based mental health providers, and the SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. District administrators have final authority over all matters of school discipline.
- c. Maintain a peaceful campus environment at the District for students, faculty/staff, parents, and patrons of the District and City;
- d. Interact with students and District faculty/staff on a daily basis; while interacting with students and faculty/staff, SROs should gather information regarding potential problems such as criminal activity; security of students, parents, and faculty/staff on District campus; student unrest and disorder; and identification of individual student behavior that might be disruptive to the District community;
- e. Meet weekly with District principals; sharing information, and discussing proactive approaches to solving problems related to crime, violence, safety, and security;
- f. Act as liaisons between the District and other local law enforcement agencies, providing appropriate information to these agencies related to the District community served by the SROs;
- g. Act as liaisons between the District and other social service agencies; providing appropriate information to these agencies related to the District community served by the SROs;
- h. Serve as a source of information and as role models for students seeking to pursue law enforcement and criminal justice as a career choice, talking to students as individuals and as groups;
- i. Provide training to faculty/staff on violence prevention, school safety and security, violence diffusion, and substance abuse and tobacco activities;

- j. Present programs and provide information to parents and patrons on issues related to criminal activity, school safety and security, violence diffusion and prevention, tobacco, alcohol, and other drug abuse issues, as requested by a District Principal and approved by the head of the Police Department (“Chief of Police”);
- k. Plan and carry out a security audit of District grounds and facilities for the District principals and assist in the identification of physical changes in the campus environment of the District that may reduce crime in or around the District buildings;
- l. Assist the District principals, as appropriate, on Homeland Security/Anti-Terrorism planning and assist in developing bomb threat protocols, evacuation plans, and shelter-in-place plans;
- m. Provide educational programs and information to both students and faculty/staff as requested by a District Principal and approved by the Chief of Police;
- n. Provide the District with the expertise needed so that a District Principal and SROs can create a program to reduce the number of crimes, incidents of tobacco, alcohol and drug abuse and possession, and violent behavior and disorder on the District campus; and
- o. Take the appropriate steps, consistent with a police officer’s duties, when a crime occurs.

3. DESIRED OUTCOMES

- a. To reduce the number of fights and other incidents of personal violence against students and faculty/staff;
- b. To create an environment where students, faculty/staff, and patrons feel safe;
- c. To reduce the number of students possessing illegal drugs, alcohol, and tobacco on the District campus;
- d. To enhance and upgrade the District’s Safety and Security plans;
- e. To enhance and upgrade the District’s Homeland Security/Anti-Terrorism plans;
- f. To create a more positive relationship and better communication between students, faculty/staff, parents, patrons, and the Police Department;
- g. To provide violence prevention education to a larger number of students; and
- h. To provide students with an understanding of service opportunities associated with a career in law enforcement.

4. INFORMATION SHARING

- a. The District principals (or designee), Chief of Police (or designee), and SROs will be charged with information sharing. The best practice is for District Principals (or designee) to meet frequently during a school week with the SROs to share information and discuss proactive approaches to solving problems related to crime, violence, safety and security. In most cases this meeting will occur daily in an informal setting.

- b. District staff shall allow the SROs to inspect and copy any public records maintained by the District, including student directory information such as yearbooks. However, law enforcement officers may not inspect and/or copy confidential student education records, except in emergency situations. Reports generated by the District to aid an SROs in an investigation could be provided with the understanding that such information will remain confidential with the investigation file.
- c. The SROs will brief the District principals, as appropriate, on activities related to crime, violence, and safety and security that could affect the District.

5. SUPERVISION RESPONSIBILITY AND CHAIN-OF-COMMAND FOR SRO

- a. As an employee of the City Police Department, the SROs shall follow the chain-of- command as set forth by Police Department policy, being directly responsible to their immediate supervisor at the Police Department; and
- b. In the performance of his/her duties, the SROs shall coordinate and communicate with the District principals or the principals' designee(s) of the schools within the District to which they are assigned.

6. DECISION-MAKING AUTHORITY REGARDING THE ENFORCEMENT OF APPLICABLE LAWS AND PROCEDURES

- a. When a violation of the law is either observed or brought to the attention of the SROs, the SROs will have the final decision as allowed by law to the course of action. If possible, the SROs will consult with the appropriate District official to discuss the particular situation to arrive at a course of action that will best address the situation/incident in the interest of the District, but at the same time comply with the law and Police Department policy. In the case that any of the duties or responsibilities in this MOU conflict with the Police Department policy and/or the law, the Police Department policy and/or the law shall supersede this MOU. In those instances of uncertainty, the SROs shall consult with District administration and contact his/her respective police department supervisor for direction;
- b. The SROs will read and be familiar with the District's current Board of Education approved Policy and comply with said Board Policy at all times; and
- c. The SROs shall not transport students for non-criminal incidents in his/her patrol vehicle, except with supervision from District staff. If the SROs transport a student it will be in the course of his/her law enforcement duties, or to aid in helping the District comply with District attendance policy and other District needs. If there are questions regarding the need for the SROs to transport a student, the SROs shall contact his/her Police Department supervisor and obtain permission prior to transport. The authority of the Police Department resides within the geographical area of the City. The SROs will work with other law enforcement entities and the Lafayette County Juvenile Office ("Juvenile Office") on investigations outside of the City's geographical enforcement area.
- d. It is understood that the SROs main responsibility is that of a law enforcement officer first and that the SRO will enforce any and all State, local and Federal laws as deemed necessary by the SRO and the Police Department.
- e. In the event of an investigation by the SRO that leads to custodial questioning of a juvenile student, the SRO shall notify the applicable District administrator and the student's parent or guardian in

advance and have the parent or guardian present during the interview. If the SRO is unable to contact a parent or guardian, then the school administration/designee shall notify the parents/guardian ahead of time that the interview is to take place and shall invite the parents/guardian to be present. District administration/designee may be present during the interview if requested to be present by the student or the parents/guardian. District administration/designee will call the student to the office or other area where the interview is to take place. If the student is 18 years of age, the student may waive notification of their parent/guardian for a police interview.

- f. Emergency cases in which the health, safety, or welfare of a student or property is at stake may require immediate action by the Police Department or SRO and not allow for prior permission of the building principal. It is the obligation of the Police Department to notify the applicable District administration as soon as possible in such cases.
- g. Notification of parents/guardians is not required when the police department is investigating child abuse cases as provided by state law. District administration/designee should be present during an interview for suspected child abuse when requested by the student or parent/guardian.
- h. The SRO may speak with a student without permission of the parent/guardian or principal when that student seeks out the SRO to explain a situation that a student wishes to make known to the SRO. If, in the opinion of the SRO, the information the student provided requires parental involvement, the SRO will advise the principal and notify the parent.
- i. A student shall only be arrested on school property or at a school-related event as a last resort or when a warrant requires such an arrest. A District administrator shall be consulted prior to an arrest whenever practicable, and the student's parent or guardian shall be notified as soon as practicable after an arrest.

7. EVALUATION OF THE PROGRAM

- a. It is mutually agreed that the District shall assist with evaluating the SRO program. The evaluation should involve District and Police Department administration. The City agrees to handle employee evaluations per the City's employee handbook. It is further understood that the District's evaluation and feedback to Police Department administration of the SRO and the SRO program is advisory. The City and Police Department retains final authority to evaluate the performance of the SRO as an employee.
- b. Additionally, District and Police Department administration will meet periodically throughout the school year to discuss the SRO program's progress and to address any problems, issues, and other items relating to SRO conduct, work performance, training, deployment, and educational programs.

8. COMPLAINTS AGAINST SRO CONDUCT

- a. The City and District recognize that the City has developed and officially approved a method for the public to file complaints against police officers.
- b. It is mutually agreed that all administrative investigation procedures involving law enforcement officers of the Police Department be conducted by the City per the City's employee handbook and pursuant to §590.502 RSMo.

- c. Additionally, it is mutually agreed that the District may support the City in an administrative investigation involving a law enforcement officer assigned to the District. The District may consult with parents, students, and staff as well as assist with gathering facts and evidence related to the official complaint. In the event the District does assist in such investigation, all information obtained by the District will be disclosed to the City to the extent allowed under law and District policy. The City and District recognize that pursuant to §590.502 RSMo. all records compiled as a result of any investigation shall be held confidential and shall not be subject to disclosure, except by lawful subpoena or court order.
- d. It is mutually agreed that the removal of a police officer from SRO assignment, or a recommendation for removal from the SRO assignment, will not be made by either the City or District prior to consultation by both parties, and completion of an investigative procedure.
- e. The City and District recognizes that §590.502 RSMo. does not abrogate the employment at-will doctrine in the State of Missouri. Neither the process under §590.502 RSMo., nor any other provision of the City employee handbook, or District policy shall be construed as creating a property interest in employment for any employee or altering their at-will employment status.

9. PARTNER INVOLVEMENT IN COMMUNITY POLICING ACTIVITIES

- a. Making the District campus safer will have the potential to improve the quality of life for the entire City.
- b. The Police Department and District will work closely with students, faculty/staff, parents, and patrons to improve the safety and security of all those who have reason to come on to the District campus or come in contact with students, faculty/staff, and parents.
- c. This partnership will endeavor to help students, faculty/staff, parents and patrons as they work together under the leadership of the SROs and District principals to prevent crime and solve ongoing problems related to crime.

10. SRO HOURS OF WORK IN AND AROUND THE SCHOOLS

- a. The Police Department will assure the District that the SROs will be available for duty each day that school is in session during the regular school year and for the session of the District-wide summer school, which occurs in June.
- b. The number of hours that the SROs shall be on duty during the regular school year shall be forty (40) hours per week. The SROs will normally be on duty based on the assigned school campus and building schedule. Typically, this schedule is Monday through Friday during the regular school year.
- c. The number of hours that the SROs shall be on duty during the session of the District-wide summer school shall be forty (40) hours per week (for each SRO) – based on the building schedule assigned. The SROs shall normally be on duty during the set summer school hours Monday through Friday during the summer school session. The summer school sessions may vary. The number of hours the SROs shall be on duty may be reduced if the summer school session does not require the SROs continued duty assignment. This will be evaluated by the Chief of Police and will only be modified with prior approval of the Chief of Police and District Superintendent.

- d. If an SRO is absent from duty, the SRO should notify both his/her supervisor at the Police Department, building principal where the SRO is assigned, or District central office.
- e. Requests for the SROs to be present at District functions during times other than the SRO's regular schedule must have prior approval by the Chief of Police (or their designee). It is the goal of the Police Department to provide law enforcement services for these District functions during times other than the SRO's regular schedule. The District can work with the SROs to help schedule these extra events and the Police Department will work to staff those events when requested. The SROs may be requested for these extracurricular school functions and may be assigned additional hours exceeding their normal forty (40) hours per week. These additional hours shall be approved in advance with the Chief of Police (or their designee) and paid in accordance with the City's employee handbook on overtime for Police Department employees.
- f. The activities of the SROs will be restricted to District grounds, except for:
 - i. District-related off-campus activities when the SRO's participation is requested by a District principal and approved by the Chief of Police (or their designee).
 - ii. Response to off-campus, but District related, criminal activity.
 - iii. Court appearance, or
 - iv. Response to emergency police activities where their services are requested and needed (i.e. officer involved critical incident, dangerous felony in progress, etc.).
- g. The SROs will prioritize the majority of his/her work time in and around District schools during the regular school year and the session of the District-wide summer school, emergencies excepted. The City and the District will work together on building assignments and the schedule prioritization

11. FINANCIAL RESPONSIBILITIES – SRO POSITION ONE

- a. The City and the District recognize that for this SRO program to be successful, a partnership between the two organizations must exist.
- b. The City will provide fifty percent (50%) funding (subject to budget appropriations) for the SRO's salary, benefits, and program expenses for each year of this MOU as outlined.
- c. The District will provide fifty percent (50%) funding (subject to budget appropriations) for the SRO's salary, benefits, and program expenses for each year of this MOU as outlined.
- d. The agreement to fund the first SRO position under this MOU is not to exceed funding of \$45,000.00 per year for the District.
- e. City will bill the District retroactive after expenses are incurred as outlined in the agreed upon schedule.
- f. Extra-duty requests (defined as exceeding the normal 40-hour work week) shall be initiated from District administration and submitted to the Chief of Police (or his designee) for acknowledgment and approval. The City payroll department shall calculate the SRO pay at the City's approved

overtime rate of one and one-half (1 ½) times the SRO employee's regular hourly rate per the City's employee handbook and submit to the District to inform them of the cost of such extra-duty request and allow the District to decide if they want to continue with such request. Overtime expense allowing for extra duty requests have been included in Schedule A hereto.

- g. Any extension of this MOU for the SRO program will occur only after an annual meeting between the District, Police Department, and the City at which time the terms for the subsequent year, including, but not limited to, financial responsibility for the SRO's salary, benefits, equipment, supplies, training, and vehicle will be discussed by all parties. After discussion, an annual agreement between the District, the Police Department, and the City must occur for the SRO program to continue.

12. FINANCIAL RESPONSIBILITIES – SRO POSITION TWO

- a. The City and the District recognize that for this SRO program to be successful a partnership between the two organizations must exist. The City and District share expenses for the first of four SRO positions by sharing related costs and expenses 50/50 as outlined. The City and District share expenses for the second of four SRO positions through partial grant funding, partial District funding, and partial City funding. The District shares expenses for the third and fourth SRO positions that are partially funded through grant funds from the LCCSF and from District funds as outlined.
- b. The District was presented with projected estimated costs for continued funding of the second SRO position to be deployed within the District's school buildings and campus. The projected estimated costs for the 2026-2027 school year are shown in **Schedule A – year 5** form attached hereto. The District agrees to fund their agreed upon share of the expenses indicated in Schedule A – including officer salary, benefits, and position operating costs.
- c. A five-year estimated sustainability plan was presented to the District. The sustainability plan shows an estimated five-year projection of costs associated with the second partial grant funded SRO position. The District agrees to the estimated sustainability plan and agrees to sustain the second SRO position as listed in such estimated sustainability plan attached hereto as **Schedule B** and titled "Five Year Sustainability Plan (estimates) 2027 – 2028 – 2029 – 2030.
- d. The City and District recognize the grant support provided by the LCCSF. The City presented the MOU to its Board of Aldermen. The City and the District agree to provide each respective percentage of the funding for the second SRO position as presented in Schedule A. The City will bill the District retroactive after expenses are incurred on an agreed schedule and the District will submit reimbursement of grant funds from the LCCSF.
- e. The City and District recognize that the LCCSF Grant funding cycle year begins November 1 of each year. The change in funding percentages begins on the LCCSF funding cycle date. From June 1st to October 31st, the funding allocations are based on the following percentages:
 - i. **Forty percent (40%)** of the second SRO costs and expenses allocated to LCCSF; and
 - ii. **Thirty percent (30%)** of the second SRO costs and expenses allocated to the City; and
 - iii. **Thirty percent (30%)** of the second SRO costs and expenses allocated to the 20% District.

- f. Starting November 1st and ending at the expiration of the Term of this MOU the funding allocations will adjust to the following percentages:
 - i. **Twenty percent (20%)** of the second SRO costs and expenses allocated to LCCSF; and
 - ii. **Forty percent (40%)** of the second SRO costs and expenses allocated to the City; and
 - iii. **Forty percent (40%)** of the second SRO costs and expenses allocated to the 20% District.
- g. City will bill the District retroactive after expenses are incurred as outlined in the agreed upon schedule.
- h. Extra-duty requests (defined as exceeding the normal 40-hour work week) shall be initiated from District administration and submitted to the Chief of Police (or his designee) for acknowledgment and approval. The City payroll department shall calculate the SRO pay at the City's approved overtime rate of one and one-half (1 ½) times the SRO employee's regular hourly rate per the City's employee handbook and submit to the District to inform them of the cost of such extra-duty request and allow the District to decide if they want to continue with such request. Overtime expense allowing for extra duty requests have been included in Schedule B hereto.
- i. Any extension of this MOU for the SRO program will occur only after an annual meeting between the District, Police Department, and the City at which time the terms for the subsequent year, including, but not limited to, financial responsibility for the SRO's salary, benefits, equipment, supplies, training, and vehicle will be discussed by all parties. After discussion, an annual agreement between the District, the Police Department, and the City must occur for the SRO program to continue.

13. FINANCIAL RESPONSIBILITIES - SRO POSITIONS THREE AND FOUR

- a. The City and the District recognize that for this SRO program to be successful a partnership between the two organizations must exist. The City and District share expenses for the first of four SRO positions by sharing related costs and expenses 50/50. The City and District share expenses for the second of four SRO positions through partial grant funding, partial District funding, and partial City funding as outlined. For the third and fourth SRO positions, the District recognizes the need to assist in funding 100% of each positions' sustainability costs.
- b. The District was presented with projected estimated costs for funding the third and fourth SRO positions to be deployed within the District's school buildings and campus.
- c. A five-year estimated sustainability plan was presented to the District. The sustainability plan shows an estimated five-year projection of costs associated with the third and fourth SRO positions as outlined in **Schedule C** hereto. As outlined in Schedule C, Year 3 of the five-year estimated sustainability plan is currently underway. The District sought grant funding through the LCCSF grant program. The District agrees to the estimated five-year sustainability plan and agrees to sustain the third and fourth SRO positions as listed in the Year 3 five-year Sustainability Plan – Budgeting Sheet – Estimates (school years 2027, 2028, 2029, 2030).
- d. City will bill the District retroactive after expenses are incurred as outlined in the agreed upon schedule.

- e. Extra-duty requests (defined as exceeding the normal 40-hour work week) shall be initiated from District administration and submitted to the Chief of Police (or his designee) for acknowledgment and approval. The City payroll department shall calculate the SRO pay at the City's approved overtime rate of one and one-half (1 ½) times the SRO employee's regular hourly rate per the City's employee handbook and submit to the District to inform them of the cost of such extra-duty request and allow the District to decide if they want to continue with such request. Overtime expense allowing for extra duty requests have been included in Schedule C hereto.
- f. Any extension of this MOU for the SRO program will occur only after an annual meeting between the District, Police Department, and the City at which time the terms for the subsequent year, including, but not limited to, financial responsibility for the SRO's salary, benefits, equipment, supplies, training, and vehicle will be discussed by all parties. After discussion, an annual agreement between the District, the Police Department, and the City must occur for the SRO program to continue.

14. RELATIONSHIP OF SCHOOL DISTRICT AND POLICE DEPARTMENT

- a. The City shall be an independent entity for the purposes of this MOU and shall not be deemed an agent, employee, or contractor of the District. The SRO assigned to the District shall be considered an employee of the City and shall be subject to its control and supervision. The City shall have the authority to hire, discipline, or discharge the SRO. The District will have input in the hiring, discipline and discharge process but the ultimate decisions for such matters will be left to the City.
- b. The SRO will be subject to the current policies and procedures in effect for officer of the Police Department, including attendance at all mandated training and testing to maintain State Peace Officer Certification.
- c. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the two parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this MOU is a City employee and that no rights under the City civil service, retirement, or personnel rules apply to such person.
- d. The City shall provide the SRO with adequate equipment, supplies, training, and use of a vehicle for the duration of the SRO program.
- e. The City shall maintain in full force and effect during the term of this Agreement a general comprehensive policy with coverage in an amount of not less than One Million Dollars (\$1,000,000.00) for any acts or omissions that occur or claims that are made during the term of the MOU. **In no event shall the existence or availability of such insurance coverage constitute a waiver of either party's sovereign immunity or any other defense or immunity allowed for by Missouri law including but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.**

15. TERM OF AGREEMENT

- a. The term of this MOU shall be from the date of the last signature here to and shall end on May 31, 2027 (“**Term**”). There shall be an annual review of the MOU by the parties before the end of the existing Term to decide whether or not the parties wish to renew such relationship and if any terms of the MOU need to be modified, both of which requires the express written consent of the parties to be effective. Such review shall begin no less than sixty (60) days before the expiration of the Term to allow the parties time to review and discuss the same.

16. SPECIAL TERMS AND CONDITIONS

- a. **Expenditure of Funds.** All obligations of the parties under this MOU which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose.
- b. **No Waiver of Immunity.** In no event shall the language of this MOU constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law or any other available defense.
- c. **Confidentiality & Privacy Obligations.** The parties agree to maintain compliance with the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulations at 34 C.F.R. Part 99 and other confidentiality requirements at all times, including: but not limited to the following:
 - i. Missouri Revised Statutes § 161.096, regarding access to personally identifiable student data;
 - ii. Missouri Revised Statutes § 167.123, regarding confidentiality of information received by school officials;
 - iii. Missouri Revised Statutes § 210.865, regarding information sharing among juvenile courts, state departments, and school districts;
 - iv. Missouri Code of State Regulations 5 CSR 20-500.130, regarding confidentiality and release of information;
 - v. SROs shall not access, use, or disclose confidential student education records except if so authorized by law:
 - 1. With prior written consent of the parent or eligible student;
 - 2. In response to a properly issued judicial order or lawfully issued subpoena;
 - 3. In connection with a health or safety emergency that poses an immediate threat to students or others in the school community;
 - 4. For investigations directly related to law enforcement, fraud, or abuse, as specifically permitted by Missouri law; or
 - 5. As otherwise expressly permitted by both federal and Missouri law.

- vi. In addition to the above-mentioned laws, the Parties agree to comply with all other state and federal laws and regulations regarding confidentiality, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and state student record regulations at 603 C.M.R. 23 .00. The Parties agree to collect only that student information necessary and relevant to fulfilling their respective roles, to share such information with each other only where required or allowed under this Agreement, and not to share such information beyond the sharing contemplated in this Agreement unless required to be shared by state or federal law. The Parties shall not collect or share information on a student's immigration status except as required by law.
- vii. Any student information received by SROs pursuant to this Agreement shall remain subject to the same confidentiality requirements that are imposed on the educational institution that originally collected the information. All information shall be received in confidence and used only for the limited purposes of ensuring school safety and security, or for intervention and counseling purposes for the benefit of the student. The obligations set forth in this section shall survive the termination or expiration of this Agreement.

17. GENERAL TERMS AND CONDITIONS

- a. **Assignment.** This MOU shall not be assigned or subcontracted in whole or part by any party without prior written consent of all parties.
- b. **Compliance With Laws.** All parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- c. **Governing Law and Dispute Resolution.** This Agreement shall be governed and interpreted in all respects according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Lafayette County, Missouri. If a disagreement arises between the parties, the parties agree to work together to solve it through a friendly tiered dispute resolution process. First, the parties agree to try in good faith to resolve any issue through an informal conversation within 10 business days of either party raising a concern. In the event the aforementioned negotiations fail, then the parties agree to enter mediation with a neutral third party mutually agreed upon by the parties. Should mediation not resolve dispute between the parties then within 60 days, either party may then pursue the matter through a court of competent jurisdiction as outlined above.
- d. **Non-Discrimination.** Each party agrees that it will not discriminate based on race, color, religion, sex, disability, or national origin, or on any other basis as prohibited by law.
- e. **Entire Agreement.** This MOU constitutes the entire agreement between the parties. This MOU expressly revokes any prior understandings, agreements, or representations, oral or written, of the parties.
- f. **Modification.** This MOU may not be modified, supplemented, or amended, in any manner, except by written agreement signed by the parties.

- g. Notice.** When any notice or statement of other communication is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised:

To the District:

*Dr. Jon Oettinger
701 S. 3rd Street
Odessa, MO 64076*

To the Police Department:

*Josh Thompson
Chief of Police
310 S. 1st Street
Odessa, MO 64076*

WITH A COPY TO: City of Odessa, MO:

*Shawna Davis
City Administrator
228 S. 2nd Street
Odessa, MO 64076*

- h. Amendments.** This MOU may not be modified or amended except in writing, which writing shall be expressly identified as part of this MOU and which shall be signed by the parties hereto.
- i. Severability.** In the event that any court of competent jurisdiction shall hold any provision of this MOU unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
- j. Third Party Rights.** Nothing in this MOU is intended to benefit any third party or create any rights in a third party and the same is specifically disclaimed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first written above.

ODESSA R-VII SCHOOL DISTRICT:

By: _____ (Superintendent) Date: _____

By: _____ (Board President) Date: _____

By: _____ (Board Secretary) Date: _____

CITY OF ODESSA, MISSOURI:

By: _____ (Mayor) Date: _____

By: _____ (City Administrator) Date: _____

By: _____ (City Clerk) Date: _____

ODESSA, MISSOURI POLICE DEPARTMENT:

By: _____ (Chief of Police) Date: _____

Schedule A - Year 5

2nd School Resource Officer Cost Analysis - Year 5 w/ Budgeting Sheet - Estimates

Beginning on November 1, 2026

OFFICER EQUIPMENT	Costs	SCHOOL EQUIPMENT	Costs	CAR EQUIPMENT	Costs
All Equipment Purchased		All Equipment Purchased		All Equipment Purchased	
	\$0.00		\$0.00		\$0.00

OPERATING EXPENSE	Monthly	Annual
MIFI-MOBIL-INTERNET	40/mo	
CELL PHONE (Stipend)	60/mo each	\$720.00
TRAINING Seminar / Conference	SRO - \$750 training + \$750 hotel	\$1,500.00
TRAINING ANNUAL / CLEE	600/year	\$600.00
FUEL (12mo)	2000/year each	\$2,000.00
		\$4,820.00

SALARY	
Current SRO	\$28.53
Current SRO Annual Salary	\$61,567.74
Overtime	\$2,000.00
BENEFITS	
FICA	\$4,709.93
LAGERS (retirement)	\$5,848.94
MEDICAL/VISION/DENTAL	\$22,763.13
LIFE/DISABILITY	\$414.54
TOTAL BENEFITS	\$33,736.54

Total Operating	\$4,820.00
City Portion	\$1,928.00
School District Portion	\$1,928.00
Grant Portion	\$964.00

Total Salary and Benefits	\$97,304.28
City Portion	\$38,921.71
School District Portion	\$38,921.71
Grant Portion	\$19,460.86

School Total \$40,849.71

City Total \$40,849.71

PROGRAM TOTAL \$102,124.28

School Portion	
Salary and Benefits	\$38,921.71
Operating Expense	\$1,928.00
School Portion Total	\$40,849.71
School Percentage	40.00%

City Portion	
Salary and Benefits	\$38,921.71
Operating Expense	\$1,928.00
City Portion Total	\$40,849.71
City Percentage	40.00%

Itemized Grant Portion	
Operating Expense	\$964.00
Officer Salary + Benefits	\$19,460.86
Grant Portion Total	\$20,424.86
Grant Percentage	20.00%

Schedule B - Year 5
Five Year Sustainability Plan - Budgeting Sheet - Estimates

SRO Ben Brown

2027 - 2028 - 2029 - 2030

November 1, 2026

School Year 2025/2026		
SALARY		3% COLA
Current SRO (hourly)	\$26.38	\$27.17
Current SRO Annual Salary	\$56,928.04	\$58,635.88
Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00
BENEFITS		Average Increase per year
FICA	\$4,355.00	\$4,485.64
LAGERS (retirement)	\$5,408.16	\$5,570.41
MEDICAL/VISION/DENTAL	\$21,047.74	\$21,679.17
LIFE/DISABILITY	\$376.00	\$387.28
TOTAL BENEFITS	\$31,186.90	\$32,122.51

School Year 2026/2027		
SALARY		5% COLA per year
Current SRO (hourly)	\$27.17	\$28.53
Current SRO Annual Salary	\$58,635.88	\$61,567.68
Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00
BENEFITS		Average Increase per year
FICA	\$4,485.64	\$4,709.93
LAGERS (retirement)	\$5,570.41	\$5,848.93
MEDICAL/VISION/DENTAL	\$21,679.17	\$22,763.13
LIFE/DISABILITY	\$394.80	\$414.54
TOTAL BENEFITS	\$32,130.03	\$33,736.53

School Year 2027/2028		
SALARY		5% COLA per year
Current SRO	\$28.53	\$29.96
Current SRO Annual Salary	\$61,567.68	\$64,646.06
Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00
BENEFITS		Average Increase per year
FICA	\$4,709.93	\$4,945.42
LAGERS (retirement)	\$5,848.93	\$6,141.38
MEDICAL/VISION/DENTAL	\$23,205.13	\$24,365.39
LIFE/DISABILITY	\$414.54	\$435.27
TOTAL BENEFITS	\$34,178.53	\$35,887.45

School Year 2028/2029		
SALARY		5% COLA per year
Current SRO	\$29.96	\$31.45
Current SRO Annual Salary	\$64,646.06	\$67,878.36
Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00
BENEFITS		Average Increase per year
FICA	\$4,945.42	\$5,192.69
LAGERS (retirement)	\$6,141.38	\$6,448.44
MEDICAL/VISION/DENTAL	\$24,365.39	\$25,583.66
LIFE/DISABILITY	\$435.27	\$457.03
TOTAL BENEFITS	\$35,887.46	\$37,681.83

2024/2025		Year 3	\$88,114.94
School Portion		City Portion	Grant Portion
Salary Benefits Operating Total	20.00%	20.00%	60.00%
	\$12,127.18	\$12,127.18	\$36,381.53
	\$6,424.50	\$6,424.50	\$19,273.50
	\$964.00	\$964.00	\$2,892.00
	\$17,622.99	\$17,622.99	\$52,868.96
Complete			

2025/2026		Year 4	\$97,578.39
School Portion		City Portion	Grant Portion
	30.00%	30.00%	40.00%
Salary	\$18,190.76	\$18,190.76	\$24,254.35
Benefits	\$9,636.75	\$9,636.75	\$12,849.00
Operating	\$1,446.00	\$1,446.00	\$1,928.00
Total	\$29,273.52	\$29,273.52	\$39,031.35
Will be completed 10/31/2026			

	2026/2027	Year 5	\$102,124.20
	School Portion	City Portion	Grant Portion
Salary Benefits Operating Total	40.00%	40.00%	20.00%
	\$25,427.07	\$25,427.07	\$12,713.54
	\$13,494.61	\$13,494.61	\$6,747.31
	\$1,928.00	\$1,928.00	\$964.00
	\$40,849.68	\$40,849.68	\$20,424.84
Will begin 11/1/2026			

	2027/2028	Year 6	\$107,353.51
	School Portion	City Portion	Grant Portion
	50.00%	50.00%	0.00%
Salary	\$33,323.03	\$33,323.03	\$0.00
Benefits	\$17,943.73	\$17,943.73	\$0.00
Operating	\$2,410.00	\$2,410.00	\$0.00
Total	\$53,676.76	\$53,676.76	\$0.00
End Grant - Fully Supported by City / School			

Schedule A - Year 4

School Resource Officer Cost Analysis - Year 4 w/ Budgeting Sheet - Estimates

Positions 3 & 4 (A. Lockhart & S. Bell)

August 1, 2026

OFFICER EQUIPMENT	Costs x 2	SCHOOL EQUIPMENT	Costs x 2	CAR EQUIPMENT	Costs x 2
All Equipment Purchased		All Equipment Purchased		All Equipment Purchased	
	\$0.00		\$0.00		\$0.00

OPERATING EXPENSE x 2	Monthly	Annual
MIFI (Mobile Internet)	40/mo each	
CELL PHONE (Stipend)	60/mo each	\$1,440.00
TRAINING Seminars / Conferen	SRO - \$750 training	
Annual Training / CLEE	+ \$750 hotel	\$3,000.00
	600/each	\$1,200.00
FUEL (12mo)	2000/year each	\$4,000.00
		\$9,640.00

Officer #1 (Lockhart)

SALARY	
Current SRO - Estimate	\$26.55
Current SRO Annual Salary	\$57,294.90
Overtime	\$2,000.00
BENEFITS	
FICA	\$4,383.06
LAGERS (retirement)	\$5,443.02
MEDICAL/VISION/DENTAL	\$22,099.91
LIFE/DISABILITY	\$414.54
TOTAL BENEFITS	\$32,340.53

Officer #2 (S. Bell)

SALARY	
Current SRO - Estimate	\$27.51
Current SRO Annual Salary	\$59,366.58
Overtime	\$2,000.00
BENEFITS	
FICA	\$4,541.54
LAGERS (retirement)	\$5,639.83
MEDICAL/VISION/DENTAL	\$474.39
LIFE/DISABILITY	\$414.54
TOTAL BENEFITS	\$11,070.30

Total Equipment	\$0.00
Total Vehicle	\$0.00
Total Operating Expense	\$9,640.00
TOTAL	\$9,640.00

Salary	
Total Salary and Benefits	\$164,072.30
City Portion	\$0.00
School District Portion	\$164,072.30

School Total	\$173,712.30	City Total	\$0.00
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PROGRAM TOTAL	Year 4
LCCSF Grant (40%)	\$173,712.30
District (60%)	\$69,484.92
City (0%)	\$104,227.38
	\$0.00

Schedule B - Year 4
Five-Year Sustainability Plan - Budgeting Sheet - Estimates

SRO Andrew Lockhart & SRO Samantha Bell

2027 - 2028 - 2029 - 2030

Begins 8/1/2026

School Year 2025/2026			School Year 2025/2026		
SALARY position 3 (Lockhart)	Current	3% COLA	SALARY position 4 (S. Bell)	Current	3% COLA
Current SRO	\$24.55		Current SRO	\$25.44	
Current SRO Annual Salary	\$52,978.90	\$55,627.85	Current SRO Annual Salary	\$54,899.52	\$57,644.50
Overtime		\$2,000.00	Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00	OPERATING EXPENSE		\$4,820.00
BENEFITS		5% Increase per year	BENEFITS		5% Increase per year
FICA	\$4,052.89	\$4,255.53	FICA	\$4,199.81	\$4,409.80
LAGERS (retirement)	\$5,033.00	\$5,284.65	LAGERS (retirement)	\$5,215.45	\$5,476.23
MEDICAL/VISION/DENTAL	\$20,045.47	\$20,646.83	MEDICAL/VISION/DENTAL	\$430.29	\$443.20
LIFE/DISABILITY	\$376.00	\$387.28	LIFE/DISABILITY	\$376.00	\$387.28
TOTAL BENEFITS	\$29,507.35	\$30,574.29	TOTAL BENEFITS	\$10,221.56	\$10,716.51

School Year 2026/2027			School Year 2026/2027		
SALARY		5% COLA per year	SALARY		5% COLA per year
Current SRO	\$25.29	\$26.55	Current SRO	\$26.20	\$27.51
Current SRO Annual Salary	\$55,633.24	\$57,296.68	Current SRO Annual Salary	\$57,640.18	\$59,373.83
Overtime		\$2,000.00	Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00	OPERATING EXPENSE		\$4,820.00
BENEFITS		5% Increase per year	BENEFITS		5% Increase per year
FICA	\$4,255.94	\$4,383.20	FICA	\$4,409.47	\$4,542.10
LAGERS (retirement)	\$5,285.16	\$5,443.18	LAGERS (retirement)	\$5,475.82	\$5,640.51
MEDICAL/VISION/DENTAL	\$21,047.53	\$22,099.91	MEDICAL/VISION/DENTAL	\$451.80	\$474.39
LIFE/DISABILITY	\$394.80	\$414.54	LIFE/DISABILITY	\$394.80	\$414.54
TOTAL BENEFITS	\$30,983.43	\$32,340.83	TOTAL BENEFITS	\$10,731.89	\$11,071.54

School Year 2027/2028			School Year 2027/2028		
SALARY		5% COLA per year	SALARY		5% COLA per year
Current SRO	\$26.55	\$27.88	Current SRO	\$27.51	\$28.89
Current SRO Annual Salary	\$58,417.06	\$61,337.91	Current SRO Annual Salary	\$60,531.90	\$63,558.50
Overtime		\$2,000.00	Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00	OPERATING EXPENSE		\$4,820.00
BENEFITS		5% Increase per year	BENEFITS		5% Increase per year
FICA	\$4,468.91	\$4,692.35	FICA	\$4,630.69	\$4,862.22
LAGERS (retirement)	\$5,549.62	\$5,827.10	LAGERS (retirement)	\$5,750.53	\$6,038.06
MEDICAL/VISION/DENTAL	\$22,099.91	\$23,204.91	MEDICAL/VISION/DENTAL	\$474.39	\$498.11
LIFE/DISABILITY	\$414.54	\$435.27	LIFE/DISABILITY	\$414.54	\$435.27
TOTAL BENEFITS	\$32,532.98	\$34,159.62	TOTAL BENEFITS	\$11,270.15	\$11,833.66

School Year 2028/2029			School Year 2028/2029		
SALARY		5% COLA per year	SALARY		5% COLA per year
Current SRO	\$27.88	\$29.27	Current SRO	\$28.89	\$30.33
Current SRO Annual Salary	\$61,330.36	\$64,396.88	Current SRO Annual Salary	\$63,553.10	\$66,730.76
Overtime		\$2,000.00	Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00	OPERATING EXPENSE		\$4,820.00
BENEFITS		5% Increase per year	BENEFITS		5% Increase per year
FICA	\$4,691.77	\$4,926.36	FICA	\$4,861.81	\$5,104.90
LAGERS (retirement)	\$5,826.38	\$6,117.70	LAGERS (retirement)	\$6,037.54	\$6,339.42
MEDICAL/VISION/DENTAL	\$23,204.91	\$24,365.16	MEDICAL/VISION/DENTAL	\$498.11	\$523.02
LIFE/DISABILITY	\$435.27	\$457.03	LIFE/DISABILITY	\$435.27	\$457.03
TOTAL BENEFITS	\$34,158.34	\$35,866.25	TOTAL BENEFITS	\$11,832.74	\$12,424.37

School Year 2029/2030			School Year 2029/2030		
SALARY		5% COLA per year	SALARY		5% COLA per year
Current SRO	\$29.27	\$30.74	Current SRO	\$30.33	\$31.85
Current SRO Annual Salary	\$64,394.72	\$67,614.46	Current SRO Annual Salary	\$66,725.36	\$70,061.63
Overtime		\$2,000.00	Overtime		\$2,000.00
OPERATING EXPENSE		\$4,820.00	OPERATING EXPENSE		\$4,820.00
BENEFITS		5% Increase per year	BENEFITS		5% Increase per year
FICA	\$4,926.20	\$5,172.51	FICA	\$5,104.49	\$5,359.71
LAGERS (retirement)	\$6,117.50	\$6,423.37	LAGERS (retirement)	\$6,338.91	\$6,655.85
MEDICAL/VISION/DENTAL	\$24,365.16	\$25,583.42	MEDICAL/VISION/DENTAL	\$523.02	\$549.17
LIFE/DISABILITY	\$457.03	\$479.88	LIFE/DISABILITY	\$457.03	\$479.88
TOTAL BENEFITS	\$35,865.88	\$37,659.18	TOTAL BENEFITS	\$12,423.45	\$13,044.62

	2024/2025	Year 2	\$161,247.33
	City Portion	School Portion	Grant Portion
	0.00%	20.00%	80.00%
Salary	\$0.00	\$22,376.68	\$89,602.74
Benefits	\$0.00	\$7,945.78	\$31,783.13
Operating	\$0.00	\$1,928.00	\$7,712.00
Total	\$0.00	\$32,249.47	\$128,997.86
		Completed	

	2025/2026	Year 3	\$168,203.14
	City Portion	School Portion	Grant Portion
	0.00%	40.00%	60.00%
Salary	\$0.00	\$46,908.94	\$70,363.40
Benefits	\$0.00	\$16,516.32	\$24,774.48
Operating	\$0.00	\$3,856.00	\$5,784.00
Total Opt1	\$0.00	\$67,281.26	\$100,921.88
		In Progress - Will be completed 07/31/2026	

	2026/2027	Year 4	\$173,722.88
	City Portion	School Portion	Grant Portion
	0.00%	60.00%	40.00%
Salary	\$0.00	\$72,402.31	\$48,268.20
Benefits	\$0.00	\$26,047.42	\$17,364.95
Operating	\$0.00	\$5,784.00	\$3,856.00
Total Opt1	\$0.00	\$104,233.73	\$69,489.15
		Will begin 08/01/2026	

	2027/2028	Year 5	\$184,529.69
	City Portion	School Portion	Grant Portion
	0.00%	80.00%	20.00%
Salary	\$0.00	\$103,117.13	\$25,779.28
Benefits	\$0.00	\$36,794.63	\$9,198.66
Operating	\$0.00	\$7,712.00	\$1,928.00
Total Opt1	\$0.00	\$147,623.75	\$36,905.94
		Will Begin 08/01/2027	

	2028/2029	Year 6	\$193,058.26
	City Portion	School Portion	Grant Portion
	0.00%	100.00%	0.00%
Salary	\$0.00	\$135,127.63	\$0.00
Benefits	\$0.00	\$28,974.38	\$0.00
Operating	\$0.00	\$9,640.00	\$0.00
Total Opt1	\$0.00	\$193,058.26	\$0.00
	2029/2030	Year 6	
		End Grant - Fully Supported by school	



City of Odessa

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

Phone: 816-230-5577 • cityofodessamo.com

City of Odessa Invitation for Bids

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

RFP 06-26 Mechanically Cleaned Bar Screen

Statement of Intent

The City intends to replace the automatic bar screen at the Northwest Wastewater Treatment Plant located at 7147 Hughes Road, Odessa, MO.

Scope of Supply

The City seeks proposals for the supply and delivery of an automatic bar screen replacement. Installation is specifically excluded from this solicitation.

- Channel Dimensions – 2.5 ft width x 4 ft height
- Clear Opening Size – 0.25”
- Angle of Installation 30 Degree from Vertical
- Peak Flow = 4.2 MGD with minimum downstream water level 1 screen in operation during peak flows
- Average Flow = 0.5 MGD with minimum downstream water level 1 of screen in operations during average flows
- Bar screen and control panel shall be delivered to the NWWTP.

Submittal of Bids

Bidders shall submit bids to:

Kenny Snider, Wastewater Superintendent
Odessa City Hall
228 S 2nd Street
Odessa, Missouri, 64076.

Bids will be accepted until 10:00 a.m. on Thursday, June 25, 2026.

Bids shall be submitted in a sealed envelope clearly marked with ***RFP 06-26 Mechanically Cleaned Bar Screen***, the bidder's company name, and the date and time for bid opening clearly and legibly marked on the outside.

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

Bid Opening

All bids will be accepted until 10:00 a.m. at Odessa City Hall, located at 228 S 2nd Street, Odessa, MO, 64076, on Thursday, June 25, 2026.

There will be no public bid opening. Bid tabulation documentation can be provided upon request.

Specific Requirements for Bids

Anti-Discrimination Against Israel

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

City Business License Requirement

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

United States and Local Products Preference

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

General Provisions Related to the Bidding Process

Substitute Materials or Work

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

Reservation of Rights

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

Errors and Omissions by the City

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

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Kenny Snider, Wastewater Superintendent at Kenny.snider@cityofodessamo.com, requesting an interpretation or correction of the Invitation for Bids documents not later than June 18, 2026. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record not less than June 20, 2026 five (5) days prior to bid opening.

Questions Regarding Technical Specifications

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

Prices

All prices shall be F.O.B. destination 7147 Hughes Rd, Odessa, Missouri, 64076. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

Payment

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

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

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

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

June 5, 2026

Date

City of Odessa

City Hall

228 S 2nd Street

P.O. Box 128

Odessa, MO 64076

Cathy Thompson, Finance Director

Cathy.thompson@cityofodessamo.com

(816) 230-5577

Bid Pricing Form

The City is requesting pricing for the supply and delivery of one (1) mechanically cleaned bar screen. Installation, startup, and all labor associated with installation shall be excluded from this proposal.

Bid Item No. 1

Mechanically Cleaned Bar Screen WITH Control Panel
(Equipment and delivery only)

Lump Sum Bid Price: \$_____

Delivery Date: _____

Bid Item No. 2

Mechanically Cleaned Bar Screen WITHOUT Control Panel
(Equipment and delivery only)

Lump Sum Bid Price: \$_____

Delivery Date: _____

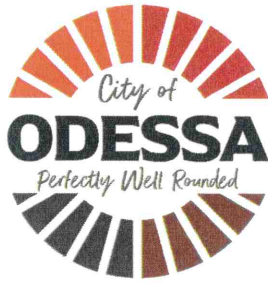
Company Name: _____

Authorized Representative: _____

Signature: _____

Date: _____

The City reserves the right to award either Bid Item No. 1 or Bid Item No. 2, whichever is determined to be in the City's best interest.



City of Odessa

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

BID TABULATION

Project Name:	Mechanically Cleaned Bar Screen
Bid Number:	RPF 06-26
Date & Time of Opening:	June 25, 2026
Location:	Odessa City Hall – 228 S 2 nd St – Odessa, MO 64076

RFQ submitted by	Notes
Letts, Van Kirk + Associates	\$117,800 ⁰⁰ 36" Bar - Need COMPLETE verification -
JCI	Bar Screen w/ control panel / \$158,649 ⁰⁰ w/o control panel 125,000 ⁰⁰

Staff Signature	Cathy J. Thompson
Staff Signature	Michelle Peterson
Staff Signature	Kevin Sanders
Attendees:	

Letts, Van Kirk & Associates

Municipal Pumps & Equipment

Wednesday, June 24, 2026

Attn: Kenny Snider

Odessa City Hall
228 S 2nd Street
Odessa, Missouri, 64076

Subject: **RFP 06-26 Mechanically Cleaned Bar Screen**

Dear City of Odessa,

Please find attached Duperon Corporation's proposal for the referenced project.

Duperon Corporation takes exception to the payment terms specified in the contract documents. Duperon's proposed payment terms are as follows: twenty-five percent (25%) due upon approval of submittal drawings, seventy-five percent (75%) due upon delivery of equipment, and the remaining five percent (5%) retained until final acceptance in accordance with the project requirements.

Duperon Corporation also takes exception to the existing Republic Services dumpster specified for use at the site. Based on the available dimensions, the existing dumpster height of approximately 50 inches is too tall for the proposed installation and operation of the equipment. Duperon recommends replacing the existing dumpster with Republic Services' 2-yard dumpster, which has an approximate height of 39 inches and is compatible with the proposed system.

Should Duperon Corporation be selected for award, the Purchase Order must be issued directly to Duperon Corporation.

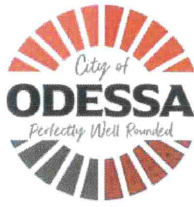
To facilitate processing, please review the proposal, complete and sign all required sections, and return the executed proposal documents to either Duperon Corporation or Letts Van Kirk at your earliest convenience.

We appreciate the opportunity to submit this proposal and look forward to working with you. If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

Jacob Wiewel
Letts Van Kirk
Cell: 913-972-0360
jacob@midamericapump.com

5600 INLAND DRIVE, KANSAS CITY, KS 66106
913-287-3900
800-627-7800
913-287-6641 FAX



City of Odessa

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

Phone: 816-230-5577 • cityofodessamo.com

City of Odessa Invitation for Bids

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

RFP 06-26 Mechanically Cleaned Bar Screen

Statement of Intent

The City intends to replace the automatic bar screen at the Northwest Wastewater Treatment Plant located at 7147 Hughes Road, Odessa, MO.

Scope of Supply

The City seeks proposals for the supply and delivery of an automatic bar screen replacement. Installation is specifically excluded from this solicitation.

- Channel Dimensions – 2.5 ft width x 4 ft height
- Clear Opening Size – 0.25"
- Angle of Installation 30 Degree from Vertical
- Peak Flow = 4.2 MGD with minimum downstream water level 1 screen in operation during peak flows
- Average Flow = 0.5 MGD with minimum downstream water level 1 of screen in operations during average flows
- Bar screen and control panel shall be delivered to the NWWTP.

Submittal of Bids

Bidders shall submit bids to:

Kenny Snider, Wastewater Superintendent

Odessa City Hall

228 S 2nd Street

Odessa, Missouri, 64076.

Bids will be accepted until 10:00 a.m. on Thursday, June 25, 2026.

Bids shall be submitted in a sealed envelope clearly marked with ***RFP 06-26 Mechanically Cleaned Bar Screen***, the bidder's company name, and the date and time for bid opening clearly and legibly marked on the outside.

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

Bid Opening

All bids will be accepted until 10:00 a.m. at Odessa City Hall, located at 228 S 2nd Street, Odessa, MO, 64076, on Thursday, June 25, 2026.

There will be no public bid opening. Bid tabulation documentation can be provided upon request.

Specific Requirements for Bids

Anti-Discrimination Against Israel

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

City Business License Requirement

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

United States and Local Products Preference

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

General Provisions Related to the Bidding Process

Substitute Materials or Work

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

Reservation of Rights

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

Errors and Omissions by the City

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

Interpretation of Specifications or other Contract Documents Prior to Bidding

If any person contemplating submission of a bid for items contained in this Invitation for Bids is in doubt regarding the true meaning of any part of the Invitation for Bids documents, he or she may submit to Kenny Snider, Wastewater Superintendent at Kenny.snider@cityofodessamo.com, requesting an interpretation or correction of the Invitation for Bids documents not later than June 18, 2026. Any interpretation or correction to the Invitation for Bids documents will be made by the City by addendum and will be mailed or delivered to each bidder of record not less than June 20, 2026 five (5) days prior to bid opening.

Questions Regarding Technical Specifications

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

Prices

All prices shall be F.O.B. destination 7147 Hughes Rd, Odessa, Missouri, 64076. No other costs will be permitted the successful bidder beyond those stated in the bid, except by express written consent of the City in accordance with applicable contract documents.

Payment

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

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

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

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

June 5, 2026

Date

City of Odessa

City Hall

228 S 2nd Street

P.O. Box 128

Odessa, MO 64076

Cathy Thompson, Finance Director

Cathy.thompson@cityofodessamo.com

(816) 230-5577

Bid Pricing Form

The City is requesting pricing for the supply and delivery of one (1) mechanically cleaned bar screen. Installation, startup, and all labor associated with installation shall be excluded from this proposal.

Bid Item No. 1

Mechanically Cleaned Bar Screen WITH Control Panel
(Equipment and delivery only)

Lump Sum Bid Price: \$ 117,800.00

Delivery Date: June 23rd, 2026

Bid Item No. 2

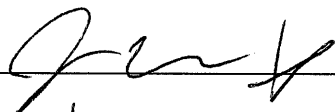
Mechanically Cleaned Bar Screen WITHOUT Control Panel
(Equipment and delivery only)

Lump Sum Bid Price: \$ N/A

Delivery Date: N/A

Company Name: Letts Van Kirk & Duperon Corporation

Authorized Representative: Jacob Wiewel

Signature: 

Date: 06/23/2026

The City reserves the right to award either Bid Item No. 1 or Bid Item No. 2, whichever is determined to be in the City's best interest.



Date: June 24, 2026

Proposal #P13946 R7

Project: City of Odessa, MO

Bid Date: June 25th, 2026 10:00 AM Local Standard Time.

Addendum: None received or acknowledged

Owner: City of Odessa, MO

Duperon Contact:

Curtron Jernigan – Sales Project Manager
cjernigan@duperon.com

Patrick Pickard - Regional Sales Manager
ppickard@duperon.com
(989) 928-8201

Local Representation:

Jacob Wiewel
Letts Van Kirk & Associates
(913) 972 0360
5600 Inland Dr
Kansas City, KS 66106
jacob@midamericapump.com

To: All Bidding Contractors

Duperon is pleased to offer the following scope of supply for the screening requirements at the City of Odessa, MO project. We look forward to the opportunity to work with you and thank you for your consideration. Please also refer to Duperon Terms and Conditions attached.

Note: Duperon equipment is the basis of design for the mechanical bar screen for this project.

ES-P19-F20-25

6/24/2026 3:58 PM

Scope of Supply:

Specification Sections: See Duperon Specification Attached

Drawings: See Duperon Sales Drawing Attached

(1) Mechanically Cleaned Bar Screen- Link Driven, Front Cleaning, Front Return

- **FlexRake® Model**
 - **LF, LowFlow – Indoor Installation**
- Continuous Cleaning, top to bottom, the entire width of scraper
- Continuous Cleaning without an operator
- Scrapers of UV Stabilized UHMW-PE
- Self-lubricating, long-wearing UHMW-PE components
- UV Stable UHMW-PE self-lubricating, long-wearing SmartLinks
- SSSL304 side fabrications, dead plate and cross members
- SSSL304 full enclosure covering from deck to discharge.
- SSSL316L bar screen material
- SSSL304 custom curb
- SSSL304 custom closeouts
- 36 inch bar screen length
- Head Sprocket Only Design – no critical components under water
- Fully enclosed with front and rear easily removable panels
- 1.00 ft of head differential structural design
- 30 degrees from vertical
- SSSL316 Nameplate
- LH Spray bar
- Bar opening: .25 inch
- 30 inch maximum water level
- 2.50 feet inlet channel width
- 3.83 feet inlet channel height
- 3.17 ft discharge clearance with custom curb
- Pumped Flow
- 715 pounds approximate weight

Hydraulic Profile

- See attached models for hydraulic performance information.
- 4.20 MGD Peak Flow with minimum 1.00 ft downstream water level @ 25% blinding factor
- 0.50 MGD Average Flow with minimum 1.00 ft downstream water level @ 25% blinding factor
- **A downstream underflow weir is needed to maintain water level, and shall be provided by Duperon.**

Estimated Anchors Needed for Mechanical Bar Screen:

Estimated Anchors Needed (**not included in scope of supply – by others/Contractor**):

- 304 SSSL Anchors
 - Anchors for toes and plates
 - 12 mm (1/2 inch) diameter x 115 mm (4-1/2 inch) long Embed HAS Rods w/ Hilti RE-500-V3 Adhesive System
 - Minimum concrete depth of 6-3/4 inches



(1) Controls Package, Main Panel

- **NOTE: Per NFPA 820, the main control panel shall not be in an NFPA-classified area.**
- Main fusible disconnect for incoming power 480V/60Hz/3Ph
- Wall mount NEMA 12 Painted Steel enclosure
- Enclosure to be:
 - Located indoors in an unclassified area
- Enclosure to provide control for the following equipment
 - (1) LowFlow FlexRake with 0.25 HP motor driven by AB PowerFlex 525 VFD with panel mounted keypad and line reactor
- Relay Based control, to include
 - Pilot lights, push buttons and selector switches on front door
 - Terminal blocks, ETM's, breakers, and relays where required
 - Hand-Off-Auto selector switch uses PB station in Hand mode
 - Hard contact SCADA Interlock(s) Run, No Fault, Auto, Remote start
 - Adjustable on/off cycle timers
 - Machine runs when remote start contact is made or run timer is active, it doesn't speed up unless a float is selected
 - HydroRanger LT500 transmitter
- Enclosure environmental controls and accessories
 - Heater, fan, thermostat
- Instrumentation
 - Emergency Backup Level Control
 - (1) Mechanical Float Switch including 50 ft long cabling.
 - Upstream Level Control
 - (1) Siemens XPS-15F Ultrasonic Level Transducers with submergence shields and 50 foot long cabling (transducers must be installed at least 1.00 foot above the highest anticipated water elevation)
- Local to equipment mounted devices
 - (1) Three hole NEMA 4X/7/9 enclosure with E-Stop maintained contact pushbutton, Jog-Reverse pushbutton, and Forward pushbutton

Bar Screen Spare Parts

- (10) Snap/Retaining Rings
- (4) Link Clevis Pins
- (1) Snap Ring Tool
- (1) 1 oz. Anti-Seize Lubricant
- (4) Scraper Bolts
- (4) Scraper Nuts
- (4) Scraper Washers

LowFlow Washer Compactor (Single Auger System) Spare Parts

- (1) 14 oz. grease tube

On Site Technical Assistance for Start-Up, and Training

- (1) Trip(s)
 - (1) Technician
 - (1) 8 hour man-day(s) total onsite
- If additional Technical Service days are required, please add per the rates included in the Clarifications section of this scope of supply.*

Operation and Maintenance Manuals

- 6 Hard Copies

Warranty

- One Year Standard material and workmanship

Freight to Jobsite



Price: \$117,800.00

Price is valid for 45 days from bid date.

Exceptions:

- As noted

Clarifications:

General Clarifications

- Prices are valid for 30 days unless stated otherwise in the proposal
- See Duperon Contractor Installation Guides for guidance in estimating these costs.
- Duperon requires 3 week's advanced notice in writing to schedule field service technician on site.
- Field Services will be provided as outlined in this proposal. Duperon field service rate is \$1200 per day plus travel and per diem expenses. If field service personnel arrive on site as scheduled and the project is not ready for intended services to be performed, Duperon will invoice for additional days, if required. If the time required is greater than the time listed in this proposal, Duperon will invoice at the above rates.
- The specifications listed are the only specifications which shall apply to this proposal either directly or by reference. Any additional specifications, with equipment or requirements specified therein, that are not specifically included as part of this offer are excluded from this proposal.
- All anchor bolts require a minimum concrete depth of 1.5 times the embedment

Bar Screen Clarifications

- The bar screen will be shipped fully assembled.
- The LowFlow screen was not designed to manage septage.
- It is recommended on sites with solid plate/grating across channels; that channel ventilation connection points occur upstream of mechanical screening equipment as necessary to relieve the channel fumes from exhausting only through the equipment enclosure
- Freeze protection not included in the base package. Freeze protection has been offered as an adder to the base package.
- Field assembly of SSTL screen enclosure required.
- Dead plate heat pad(s) included are suitable for Class I Div II areas. If Class I Div 1 is required, additional costs will apply.
- Power for dead plate heat pad(s) to be supplied by others.
- Some minor field welding will be required at the top of the channel support bar and at the operating deck anchor points.
- Crane may be required for unloading.
- Spreader bar may be required for unloading
- Scope of supply and pricing above does not include additional structure for seismic, additional head differential or wind conditions.

Washer Compactor Clarifications

- Some minor field assembly required
- Water supply and discharge piping by others
- Mounting hardware by others
- Power for heat trace blanket kit to be provided by others
- Ball valves and WYE strainer to be provided by others

Controls Clarifications

- All conduit and field wiring between the equipment by others
- Mounting hardware by others



Not Included:

- Anything not specifically stated in this Proposal.
- Bonding, all tariffs (import and export), permits, taxes, liquidated damages.
- Construction and /or installation work of any kind at the jobsite.
- On-site conditions affecting the work described or which affects the installation.
- Conduit, stands, control mounting wiring, junction boxes, or other accessories.
- Any site work or installation tasks (i.e., unloading, placement, dewatering, diving, clearing the forebay, wiring, provision of concrete structure, etc.), equipment (such as cranes, hammer drills, etc.), or anchors.
- Pre-installation tasks such as touch-up painting, checking bolts for tightness, removal of shipping containment devices, etc.
- Engineering: Does not include drawings other than those for the FlexRake.
- Additional structure for seismic or wind conditions.
- Offloading or handling of delivered equipment.
- Union labor for all field support services.
- Controls not specifically listed above.
- Videotaping of the training sessions
- Release of proprietary information.
- Insulation or weather proofing.
- Site/field painting or touch up.
- Vibration and noise testing.
- Anchors by others.
- Discharge system.
- Stilling wells.

Payment Terms:

- 25% Invoiced upon submittal of engineering drawings
- 70% Invoiced at time of shipment
- 5% Invoiced upon execution of startup services or 60 days after shipment, whichever is less.
- All payments are due Net 30 days
- Based upon review and approval by Duperon credit department.
- No retentions allowed.

Proposal Terms:

- This offer is subject to the enclosed Duperon Corporation Terms and Conditions page unless alternate terms and conditions are specifically negotiated in writing and are signed/accepted by Duperon Corporation at the time of purchase.
- May be subject to material price escalation.
- This proposal is based upon the information available at this time and may be impacted by future specifications, scope, and other requirements.
- Duperon Corporation retains the right to revise, withdraw, or negotiate this offer at any time prior to signing a material contract.



Bid
Proposal Number
P13946 R7

Odessa, MO

Order Processing:

To facilitate timely order processing and submittals, refer to this proposal number and please list purchaser contact, telephone, fax, and email with your purchase order. Please provide with your order a copy of trade references and, if tax exempt, please provide a resale or tax exemption certificate. Purchase Order should be sent to and payment remitted to:

Duperon Corporation
1200 Leon Scott Court
Saginaw, MI 48601
Ph. 800-383-8479
Fax 989-754-2175

Approved for Purchase by:

Signature

Date

Printed Name

Phone Number

Title

Company Name & Address

Purchase Total

ES-P19-F20-25

6/24/2026 3:58 PM



Duperon Corporation Terms and Conditions

The Terms and Conditions ("Terms") contained herein shall apply to any and all Equipment sales by Duperon Corporation, Inc ("Duperon Corporation") to Purchasers ("Purchasers"). These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. Any changes in the Terms contained herein must specifically be agreed to in writing and signed by Duperon Corporation before becoming binding on either party. The sale and purchase of Equipment described herein shall be governed exclusively by the foregoing and the following Terms:

1. **ACCEPTANCE:** Any prior Duperon Corporation price quotation or pricing letter is for Purchaser's information only. Duperon Corporation shall only be bound by written confirmation of acceptance of the proposal. All Purchaser orders and agreements are expressly conditioned upon assent to these terms and conditions. Terms additional to or different from those in these terms and conditions are rejected. Duperon Corporation and Purchaser agree that these terms and conditions are accepted in good faith by both parties as the controlling terms and conditions notwithstanding Section 2-207 of the Uniform Commercial Code, as enacted. Duperon Corporation's commencement of performance is not to be construed as acceptance of any of Purchaser's terms or conditions. Duperon Corporation may commence performance in reliance on Purchaser's acceptance of these terms and conditions.
2. **SPECIFICATIONS:** The proposal or Equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The Equipment will meet the mechanical specifications as described by Duperon Corporation.
3. **ITEMS INCLUDED:** Duperon Corporation's offer includes only the listed Equipment and does not include erection, installation, accessories or associated materials such as controls, piping, etc.
4. **PARTIES TO CONTRACT:** Duperon Corporation is not a party to or bound by the terms of any other Purchaser contract, agreement, or understanding with third-parties and Duperon Corporation's duties are limited to this proposal with Purchaser to which there are no intended third-party beneficiaries.
5. **PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of a proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. Duperon Corporation or its supplier's shipping points with freight allowed. All claims for damage, delay or shortage shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the Equipment shipped, notifying Duperon Corporation of any damage or shortage within forty-eight hours of receipt. Failure to so notify Duperon Corporation shall constitute acceptance by Purchaser, relieving Duperon Corporation of any liability for shipping damages or shortages.
6. **PAYMENTS:** All invoices are net 30 days. Delinquencies and failure to pay after demand by Duperon Corporation are subject to a 1.5% service charge per month or the maximum permitted by law, whichever is less, on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when Duperon Corporation is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on percentage of completion. Unless specifically stated otherwise, prices quoted are for Equipment only. If at any time the financial condition of the Purchaser gives Duperon Corporation, in its judgment, doubt concerning the Purchaser's ability to pay, Duperon Corporation may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by Duperon Corporation until such payment has been received or terminate its contract.
7. **CREDIT APPLICATION:** Purchaser must complete a credit application if it wishes credit terms. The provision of credit is subject to acceptance by Duperon Corporation's Credit Department and its requirements.
8. **RETENTIONS:** Retentions are not included, unless specifically noted. Purchaser agrees not retain payment or any part of a payment. Failure to make payment in accordance with the agreed upon terms will result in a 1.5% per month service charge.
9. **ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the contractually agreed upon normal shipment date, or if material price increases (or decreases) are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to a shared risk escalation adjustment. Any escalation less than plus or minus 5% shall be absorbed by Duperon Corporation. All escalation (increase or credit) that exceeds 5% shall be passed onto the Purchaser at cost and shall be based upon increases (or decreases) in material costs to Duperon Corporation that occur in the time period between quotation and material procurement by Duperon Corporation. Purchaser agrees to this potential escalation (or credit) regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - (a) The total quoted revised price is based upon changes in the indices as published by third party sources, such as, the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Price Indices.
 - (b) Price revision for items furnished to, and not manufactured by Duperon Corporation, which exceed the above escalation calculation, will be passed along by Duperon Corporation to Purchaser based upon the actual increase in price to Duperon Corporation for the period from the date of quotation to the date of material procurement. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.
10. **BACKCHARGES:** Duperon Corporation will not approve or accept back charges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of Duperon Corporation furnished materials unless such back charge has been authorized in advance in writing by a Duperon Corporation employee, by a Duperon Corporation purchase order, or work requisition signed by Duperon Corporation.
11. **APPROVAL:** If approval of Equipment submittals by Purchaser or others is required, a condition precedent to Duperon Corporation supplying any Equipment shall be such complete approval.

Duperon Corporation Terms and Conditions

12. **INSTALLATION SUPERVISION:** Unless specified, prices quoted for Equipment do not include installation supervision or on-site technical advice. Duperon Corporation recommends and will, upon request, make available, at Duperon Corporation's then current rate, an experienced installation supervisor to act as the Purchaser's agent to supervise installation of the Equipment. Purchaser shall at its sole expense furnish all necessary labor Equipment, and materials needed for installation. Responsibility for proper operation of Equipment, if not installed by Duperon Corporation or installed in accordance with Duperon Corporation's instructions and inspected and accepted in writing by Duperon Corporation, rests entirely with Purchaser; and any work performed by Duperon Corporation personnel in making adjustment or changes must be paid by Purchaser at Duperon Corporation's then current per diem rates plus living and traveling expenses. Duperon Corporation shall not be responsible for results in connection with the installation of the Equipment or technical advice not provided or furnished by Duperon Corporation.
13. **ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of nonacceptance is received by Duperon Corporation within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by Duperon Corporation unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of Equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
14. **TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be the responsibility of Purchaser.
15. **TITLE:** The Equipment shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of Duperon Corporation until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain Duperon Corporation's title and interest in and to such Equipment; and upon Purchaser's default, at Duperon Corporation's option, Duperon Corporation may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such Equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which Duperon Corporation may suffer from any cause.
16. **INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for Duperon Corporation's benefit, adequate insurance including, but not limited to, builders risk insurance on the Equipment against any loss of any nature whatsoever. Purchaser shall provide proof of said coverage prior to shipment.
17. **SHIPMENTS:** Any estimated delivery dates represent Duperon Corporation's best estimate. No liability, direct or indirect, is assumed by Duperon Corporation for failure to ship or deliver on such dates. Duperon Corporation shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, Duperon Corporation may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment. If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from Duperon Corporation that the Equipment is ready for shipment; and thereafter any storage or other charge Duperon Corporation incurs on account of the Equipment shall be added to Purchaser's account. If delivery is specified at a point other than Duperon Corporation or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond Duperon Corporation's reasonable control and occurring at a location other than Duperon Corporation or its supplier's shipping points, Duperon Corporation assumes no liability for delivery delay. If Purchaser refuses such delivery, Duperon Corporation may store the Equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.
18. **WARRANTY:** DUPERON CORPORATION WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "DUPERON WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, DUPERON CORPORATION SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER. THE PARTIES AGREE AND STIPULATE THAT AN EXPRESS WARRANTY PROVIDED TO PURCHASER IN WRITING IS THE SOLE WARRANTY REGARDING THE PRODUCT AND ANY SERVICE PROVIDED BY DUPERON CORPORATION. THE PARTIES SPECIFICALLY AGREE AND STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, WARRANTY OF MERCHANTABILITY, AND DUPERON CORPORATION IS NOT LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, EXCEPT AS SET FORTH IN THESE TERMS AND THE EXPRESS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE EXPRESS WARRANTY.
19. **PATENTS:** Duperon Corporation agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said Equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement provided Duperon Corporation is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give Duperon Corporation needed information, assistance, and authority to enable Duperon Corporation so to do. In the event said Equipment is held or conceded to infringe such a patent, Duperon Corporation shall have the right at its sole option and expense to a) modify the Equipment to be non-infringing, b) obtain for Purchaser the license to continue using said Equipment, or c) accept return of the Equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. Duperon Corporation will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at Duperon Corporation's request. The foregoing states the entire liability of Duperon Corporation, with respect to patent infringement; and except as otherwise agreed to in writing, Duperon Corporation assumes no responsibility for process patent infringement.

Duperon Corporation Terms and Conditions

20. **CANCELLATION, SUSPENSION, OR DELAY:** After acceptance by Duperon Corporation, the proposal, or Purchaser's order based on the proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by Duperon Corporation to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at Duperon Corporation's plant or elsewhere, shall be added to Purchaser's sole account. If Duperon Corporation stores Purchaser's product upon request, Purchaser agrees to be invoiced, and pay, as if the product shipped according to schedule and all risks incidental to storage shall be assumed by Purchaser. Duperon Corporation shall have the right to cancel any order or proposal without notice to Purchaser in the event that Purchaser becomes insolvent, adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, or becomes unable to meet its financial obligations in the normal course of business.
21. **RETURN OF PRODUCTS:** No products may be returned to Duperon Corporation without Duperon Corporation's prior written permission. Said permission may be withheld by Duperon Corporation at its sole discretion.
22. **EXTENDED STORAGE:** Extended storage instructions will be part of the information provided at shipment. If Equipment installation and start-up is delayed more than 30 days, the storage instructions must be followed to keep WARRANTY in force.
23. **INDEMNIFICATION AND HOLD HARMLESS:** Duperon Corporation and Purchaser agree to hold harmless the other party from any and all liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments arising out of or resulting from injury to or death of any and all persons or from damage to or loss of property (or loss of use thereof) arising out of the sale, use, maintenance, and/or delivery of Equipment provided such liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments are caused by actual, or claimed, negligence or breach of warranty and do not arise from any warranty not approved or from any sales for a purpose not authorized, nor liabilities, damages, losses, claims, demands, payments, actions, fees, or judgments caused in part by Purchaser's negligence or willful misconduct. Purchaser agrees to indemnify Duperon Corporation from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.
24. **LIMITATION OF REMEDIES:** Duperon Corporation's liability shall be limited to the obligation to repair or replace only those portions or parts of Equipment proven to have failed to meet in material respect the mechanical specifications as described by Duperon Corporation or for defects in workmanship or materials as described in the Duperon Corporation Warranty in Section 18. Duperon Corporation's cumulative liability in any way arising from or pertaining to any Equipment sold to Purchaser shall not in any case exceed the purchase price paid by Purchaser for said Equipment. IN NO EVENT SHALL PURCHASER HAVE ANY LIABILITY FOR COMMERCIAL LOSS, CLAIMS FOR LABOR, CLAIMS BASED ON DELAY, OR ANY CONTINGENT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY TYPE, WHETHER PURCHASERS' CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, EQUITY, STRICT LIABILITY, OR OTHERWISE. IT IS EXPRESSLY AGREED THAT PURCHASER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AT LAW OR IN EQUITY.
25. **FORCE MAJEURE:** Neither party shall be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay shall be caused by any reason beyond its control, including an act of God; fire, explosions, hostilities or war (declared or undeclared, striking or work stoppage involving either party's employees or governmental restrictions, provided that the party declaring force majeure shall give notice to the other party promptly and in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. The party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of these Terms as promptly as possible.
26. **ENTIRE AGREEMENT:** This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, either written or oral, and is not subject to modification except by a writing signed by an authorized officer of each party. Any terms and conditions of any purchase order or other offer issued by Purchaser in connection with the subject matter of Duperon Corporation's proposal, which are in addition to or inconsistent with these terms and conditions, will not be binding on Duperon Corporation in any manner whatsoever unless accepted by Duperon Corporation in writing.
27. **APPLICABLE LAW AND ARBITRATION:** This contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Michigan. Any controversy or claim arising out of or relating to the performance of any contract resulting from the Equipment, the proposal, or the breach thereof, shall be settled by binding arbitration filed in Saginaw County, Michigan, in accordance with the Arbitration Rules of the American Arbitration Association and the parties agree to irrevocable personal jurisdiction in Michigan. Judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.
28. **NOTICES:** Unless otherwise stated, Purchaser shall deliver notices in writing via certified mail or reputable overnight courier (postage prepaid) to: Duperon Corporation, 1200 Leon Scott Court, Saginaw, MI 48601. Notices delivered in this manner become effective upon Duperon Corporation's actual receipt. Duperon Corporation's notices to Purchaser may be delivered via email, facsimile, ordinary or certified mail, reputable overnight courier, or invoice and are effective when sent.
29. **MISCELLANEOUS:** Titles and/or headings in these Terms are inserted for convenience only and are not intended to affect the interpretation or construction of the Terms. Whenever possible, each provision of this Contract shall be interpreted in such a way as to be effective and valid under applicable law. If any provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Terms. The parties agree that time is of the essence. No assignment of any right or obligation under this Contract shall be made by either party without the prior consent of both parties and all others are void. Failure or inability of either party to enforce any right hereunder shall not waive any right in respect to any other or future rights or occurrences. The parties deem that this Agreement was executed and to be fully performed in Saginaw, Michigan.



Custom Application Table
Bar Screen Headloss & Channel Hydraulics
IMPERIAL (English) UNITS

Date: 6/23/2026

Project: Odessa, MO

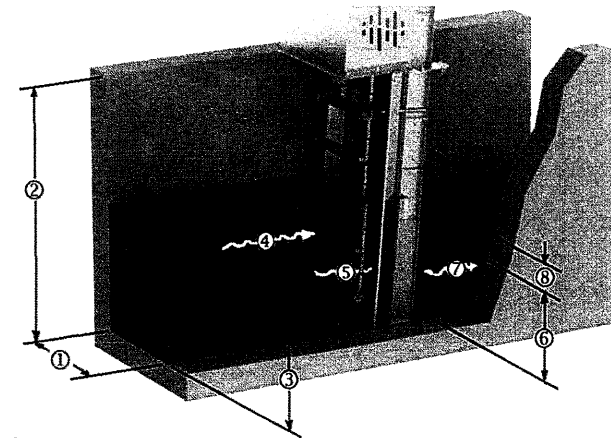
DC #: Proposal P13946 R2

Notes: Channel Dimensions 2.50 ft wide x 3.83 ft depth

Peak Flow = 4.20 MGD with designated 1.00ft downstream water level (per bid specification pg)

Average Flow = 0.50 MGD with minimum downstream water level

The minimum downstream water levels noted below are selected to minimize settling and promote best capture.
Confirmation that these water levels can be maintained is required.



		①		②								③	④	⑤	⑥	⑦	⑧		
Case No.	Prod. Model	Flow Rate (MGD)	Opening Between Bars (in.)	Channel Width (ft.)	Unit Width (ft.)	Channel Depth (ft.)	Percent Blinding (%)	Bar thickness (in.)	Side Close-outs (ft.)	Base Plate Height (ft.)	Flow Coeff. (1/C ²)	Upstr. Water Level (ft.)	Upstr. Velocity (fps)	Slot Velocity (fps)	Downstr. Water Level (ft.)	Downstr. Velocity (fps)	Head Loss (in.)	Comments	
1	LF	4.20	0.25	2.50	2.00	3.83	25%	0.25	0.83	0.09	0.99	1.65	1.58	6.67	1.00	2.60	7.75	4.20 MGD, 25% Blinding, 1.67ft DSWL	
2	LF	0.50	0.25	2.50	2.00	3.83	25%	0.25	0.83	0.09	0.99	1.03	0.30	1.32	1.00	0.31	0.31	0.50 MGD, 0% Blinding, 1.00ft DSWL	

Duperon requires a minimum of 1.00 ft water depth when the unit is in operation to keep the SSTL FlexLinks lubricated and ensure an optimal amount of screening area. This does not apply to LowFlow, FR IQ, and GTS units.

Head loss is calculated using Bernoulli equation: $HL = (1/C^2) * (V^2 - v^2) / (2g)$. Flow coefficient (1/C²)=1.43 should be used for general applications (FP,HD,SCT,FR,IQ≥.62,HFR≥.62). (1/C²)=.99 is used for teardrop bars (LF,FPFS,FPFS-M,FRIQ≤.5,HFR≤.5 GTS). ‡

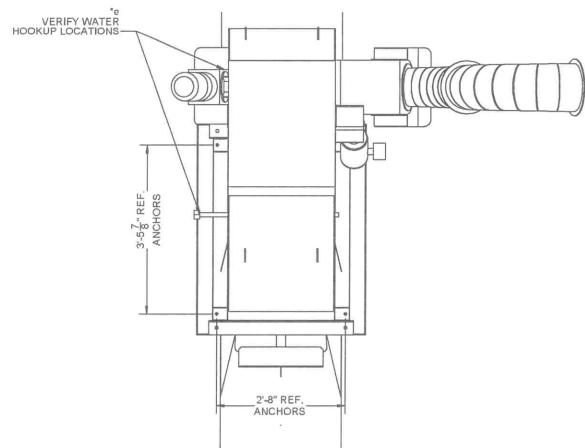
At design average flow conditions, approach velocities should be no less than 1.25 fps, to prevent settling. ‡‡

Satisfactory designs have provided for velocities of 2 to 4 fps through the openings of mechanically cleaned screens.‡‡‡

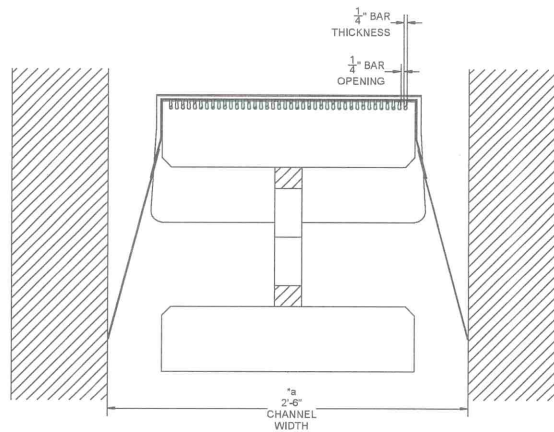
References: ‡Hydraulic Similarity of Headloss Predictions (WEF abstract) 2010, L.Botero, M.Woodley. ‡‡Recommended Standards for Wastewater Facilities (10 States), 61.122 (2014). ‡‡‡WEF MOP 8 5th ed. 2010.

Duperon Corporation | 1200 Leon Scott Court | Saginaw, MI 48601 | P 989.754.8800 | F 989.754.2175 | TF 800.383.8479 | www.duperon.com | © Copyright 2020. All Rights Reserved. | V.2024.01

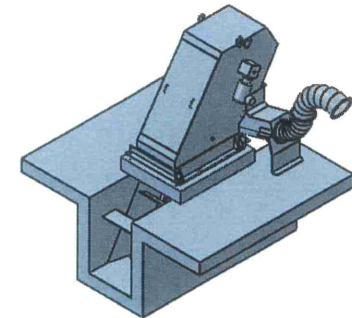
REVISIONS				
REV.	DESCRIPTION	DATE	REVISED	APPROVED



PLAN VIEW



SECTION B-B
SCALE 1"=5'



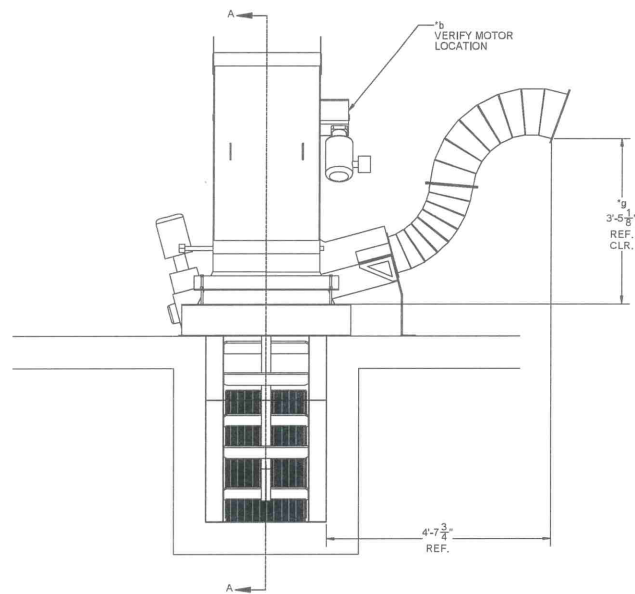
NOTE #1

VERIFY THAT THE PROPOSED INSTALLATION IS SUITED TO THE SITE.

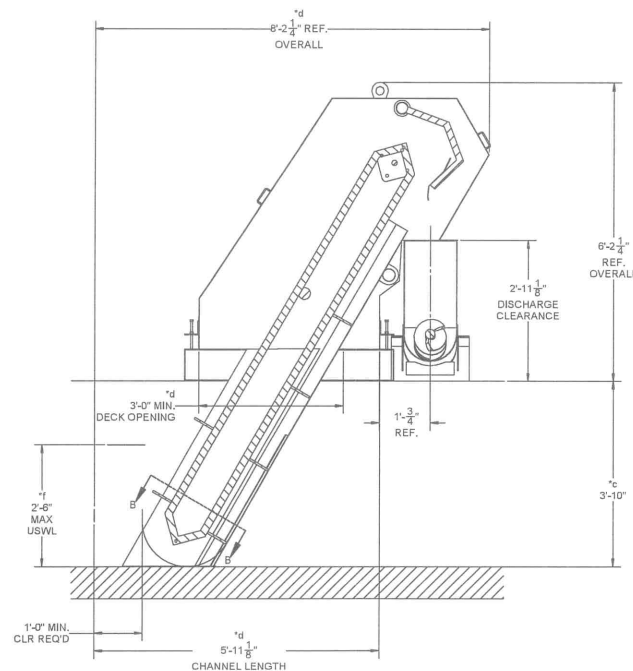
- VERIFY CHANNEL WIDTH DIMENSION.
- VERIFY MOTOR LOCATION.
- VERIFY CHANNEL HEIGHT.
- VERIFY CHANNEL LENGTH, DECK OPENING AND OVERALL FOOTPRINT.
- VERIFY WATER HOOKUP LOCATION.
- VERIFY MAXIMUM WATER HEIGHT.
- VERIFY DISCHARGE HEIGHT IS ADEQUATE.

NOTE #2

- SITE DIMENSIONS ARE SUBJECT TO CHANGE UPON SITE VERIFICATIONS.
- FULL ENCLOSURES ARE INCLUDED ABOVE OPERATING DECK.
- PLATE/GRATING AND HANDRAIL MODIFICATIONS AS REQUIRED (BY OTHERS).
- FOR SITES W/ FREEZING CONDITIONS A DEAD PLATE HEAT PAD AND WC HEAT TRACE/WRAP ACCESSORIES ARE RECOMMENDED. NOT INCLUDED AT THIS TIME.
- WASHER COMPACTOR CHUTE ROUTING SHOWN IS CONCEPTUAL. CHUTE ROUTING AND SUPPORT DETAILS (NOT SHOWN) WILL CHANGE BASED ON FINAL DESIGN AT TIME OF SUBMITTALS. FLOOR STAND SUPPORTS SHALL BE PROVIDED, AS REQUIRED, BY DUPERON. CEILING HANGER SUPPORTS SHALL BE SUPPLIED, AS REQUIRED, BY OTHERS.



FRONT VIEW



SECTION A-A

PROPOSAL

DATE	12/8/25
DESIGNED	12/8/25
CHECKED	12/8/25
APPROVED	12/8/25

CONCEPTUAL
THIS PROPOSAL IS BASED UPON THE INFORMATION AVAILABLE AT THE TIME AND MAY BE AFFECTED BY FUTURE INFORMATION, SITE, AND OTHER REQUIREMENTS. PLEASE BE ADVISED THAT DUPERON CORPORATION REMAINS THE RIGHT TO RESERVE, WITHDRAW, OR NEGOTIATE THIS PROPOSAL AT ANY TIME PRIOR TO SIGNING A FINAL CONTRACT.

PROPRIETARY
THIS MATERIAL IS THE EXCLUSIVE PROPERTY OF DUPERON CORPORATION AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DUPERON CORPORATION.



DUPERON CORPORATION
Flex Rake® Low Flow

ODESSA, MO

PROJECT	PROJECT NUMBER	P13946
DATE	1/15	1 OF 1

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BILL NUMBER: 2026-26

ORDINANCE NUMBER: _____

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI, AMENDING CHAPTER 2 (TWO) OF THE CITY OF ODESSA CODE OF ORDINANCES BY AMENDING DIVISION 2 (TWO), SECTION 2-63(B)(4), AND ARTICLE III, DIVISION 3 (THREE), SECTION 2-190(G), TO CLARIFY THAT ALL FORTY-EIGHT (48) HOUR TENTATIVE AGENDA SUBMISSION REQUIREMENTS PRIOR TO THE REGULAR BOARD MEETING SHALL BE CALCULATED EXCLUSIVE OF WEEKENDS AND HOLIDAYS WHEN CITY HALL FACILITIES ARE CLOSED, AND PROVIDING A CROSS-REFERENCE TO THE BOARD OF ALDERMEN RULES AND MEETING PROCEDURES ADOPTED BY RESOLUTION NO. 2025-16; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Aldermen finds it necessary and appropriate to amend Chapter 2, Division 2 and 3, of the City of Odessa Code of Ordinances amending Sec. 2-63(b)(4), and Sec. 2-190(g), and providing a cross-reference to the Board of Aldermen Rules and Meeting Procedures adopted by Resolution No. 2025-16; and

WHEREAS, the Board of Aldermen finds it necessary and appropriate to clarify the calculation of the required forty-eight (48) hour agenda submission period and to provide a cross-reference to the Board's Rules and Meeting Procedures to ensure consistency in the administration of Board meetings; and

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

SECTION 1: Chapter 2 (Two), Div. 2, Sec. 2-63(b)(4) of the Code of Ordinances of the City of Odessa, Missouri, is hereby amended to read as follows:

(4) The notice shall be placed on the appropriate bulletin board or other conspicuous location at city hall at least ~~24 hours~~ **forty-eight (48) hours prior to the regular board meeting, exclusive of weekends and holidays when city hall facilities are closed.** If an emergency makes it impossible to give ~~24-hour~~ **forty-eight (48) hours** notice, the reason must be reflected in the minutes. Notice shall also be given to any representative of the news media who requests notice of a particular meeting, concurrent with notice being made available to members of the city.

SECTION 2: Chapter 2 (Two), Article III, Div. 3, Sec. 2-190(g) of the Code of Ordinances of the City of Odessa, Missouri, is hereby amended to read as follows:

(g) *Board of aldermen tentative agenda.* The city administrator shall submit to the mayor and board of aldermen, a proposed **tentative** agenda for each board meeting **forty-eight (48) hours** prior to ~~before the time of~~ the regular board meeting, **exclusive of weekends and holidays when city hall facilities are closed.**

SECTION 3: The Board of Aldermen Rules and Meeting Procedures adopted by Resolution No. 2025-16, as amended from time to time, are hereby recognized as the governing procedural rules for the preparation and submission of Board of Aldermen agendas and the conduct of Board meetings. The provisions of Chapter 2, Division 2, Section 2-63(b)(4), and Chapter 2, Article III,

Division 3, Section 2-190(g) shall be construed in conjunction with Resolution No. 2025-16. In the event of a conflict between the Code of Ordinances and Resolution No. 2025-16, the provisions of the Code of Ordinances and applicable state law shall control.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval.

SECTION 5: The City Clerk is hereby authorized to correct any scriveners' errors made in amending the City Code.

READ TWICE by title only and adopted by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa, this 13th day of July, 2026.

(SEAL)

Bruce Whitsitt, Mayor

ATTEST:

APPROVED:

Karen Findora, City Clerk

Bruce Whitsitt, Mayor



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Approval of a Pipeline Crossing Contract with the Kansas City Southern Railway Company d/b/a CPKC for the 9th Street Waterline Upsize project.

ACTION REQUESTED: Approve/Deny Resolution No. 2026-22 authorizing a Pipeline Crossing Contract with the Kansas City Southern Railway Company d/b/a CPKC.

BACKGROUND:

The 9th Street Waterline Upsize Project began construction in 2025 and progressed until work reached the CPKC railroad crossing. Construction was delayed pending railroad approval after the merger of Kansas City Southern and Canadian Pacific. During the review process, CPKC determined that the City's existing crossing agreement from the 1960s was no longer valid because the project increased the size of the water main. A new Pipeline Crossing Contract was therefore required before work could continue.

Over the past several months, City staff, engineers, and legal counsel worked with CPKC to negotiate revisions to the standard agreement that were ultimately approved. The resulting agreement authorizes the City to install, maintain, and operate the upgraded water line beneath the railroad right-of-way.

Approval of this agreement is one of the final steps needed to complete the project. Staff anticipates presenting the final construction change order from KAT Excavation at the next Board meeting. Once approved, the City will coordinate with CPKC and the project subcontractor, Triple C, to complete the railroad crossing installation, followed by the remaining service connections and restoration work along 9th Street.

FINANCIAL CONSIDERATIONS:

The agreement itself does not authorize additional construction costs but the City will be required to pay for railroad flaggers and inspectors while work is being completed near the right-of-way. Any project cost adjustments associated with completing the railroad crossing will be presented to the Board through the anticipated change order at the next meeting.

ATTACHMENTS: Resolution No. 2026-22; Pipeline Crossing Contract Agreement

PREPARED BY: _____
Shawna Davis, City Administrator

DATED: July 13th, 2026

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this _____ 2026 by and between **THE KANSAS CITY SOUTHERN RAILWAY COMPANY d/b/a CPKC**, a Missouri corporation, called herein "Railway Company", and **CITY OF ODESSA, MISSOURI**, to be addressed at 228 S. 2nd St, Odessa, MO, 64076 called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, repair, operate, use, replace, and remove an existing water pipeline running under Railway Company's tracks and right-of-way at Mile Post AD 449.246, (Mexico Subdivision) Odessa (Lafayette County), MO, the course of the pipeline being described as follows:

As indicated on print of drawing no. 24-16799 dated 03-20-2026, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 10.75" x 100' PE SD-11 having a minimum wall thickness of 0.977" and shall be in an existing casing, 18" x 100' Steel having a minimum wall thickness of 0.313" and a minimum yield strength of 35,000 PSI. Working pressure of the pipeline shall be gravity limited. Licensee expressly agrees that its installation shall be within the existing casing and no boring shall occur in the track embankment. The pipeline crosses longitudinally beneath Railway Company's property.

Construction, maintenance, repair, operation, use, replacement, and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 6' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F.R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, repair, operation, use, replacement and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation

of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS, OR DAMAGE WHICH IS DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet

(25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will

not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Reserved.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL, TO THE EXTENT PERMITTED BY LAW, INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY**

RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE, TO THE EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND TO THE EXTENT PERMITTED BY LAW AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. **INSURANCE:** Contractor shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to Railway Company, policies of:

- (a) **Commercial General Liability (C.G.L.)** insurance with a limit of not less than Three Million Five Hundred Forty-Seven Thousand Six Hundred Fifty-Eight Dollars (\$3,547,658) for all claims arising out of a single accident or occurrence and Five Hundred Thirty Two Thousand One Hundred Forty-Eight Dollars (\$532,148) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:
 - (i) Railway Company and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this Agreement;
 - (ii) "cross liability" or "severability of interest" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iii) blanket contractual liability, including the insurable liabilities assumed by the Licensee in this Agreement;
 - (iv) broad form products and completed operations;
 - (v) sudden and accidental pollution liability, if applicable;
 - (vi) shall not exclude property damage due to explosion, collapse, and underground hazards; and

- (vii) shall not exclude operations on or in the vicinity of the railway right of way.
- (b) **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars (\$2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this Agreement.
- (c) **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers' Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. Railway Company and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.
- (d) If digging or excavating on Railway Company property, **Contractor's Pollution Liability** insurance, including naming Railway Company and its associated or affiliated subsidiaries (and the Directors, Officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of Railway Company. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this Agreement. (collectively, the "**Insurance Coverage**").

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this Agreement. Nothing contained in this Agreement shall be construed to waive the sovereign immunity or any other defense or immunity available to the City, its officials, officers, employees, and/or agents.

The Insurance Coverage required to be maintained pursuant to this Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence basis policy and not a claims made policy.

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this Insurance Section.

Licensee shall provide Railway Company with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any

insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

The Insurance Coverage shall be endorsed to provide Railway Company with not less than thirty (30) days written notice in advance of cancellation.

Before Licensee enters the Property, Railway Company must receive certificates of insurance evidencing the Insurance Coverage outlined in this Section. Licensee may be required to annually provide a copy of updated certificate(s) of insurance evidencing the renewal of the above Insurance Coverage. Such certificate(s) of insurance shall be sent via email to Certs.CertSecure@HUBInternational.com. Upon request, Licensee shall provide Railway Company with certified copies of the insurance policies.

Railway Company shall have no obligation to examine such certificate(s) or to advise the Licensee if its Insurance Coverage is not in compliance with this Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that Railway Company has waived its insurance requirements.

Railway Company reserves the right to require Licensee to obtain additional insurance where, in Railway Company's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this Agreement, Railway Company may, at its option, terminate this Agreement without notice.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE KANSAS CITY SOUTHERN RAILWAY COMPANY d/b/a CPKC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF ODESSA, MISSOURI

By: _____

Name: _____

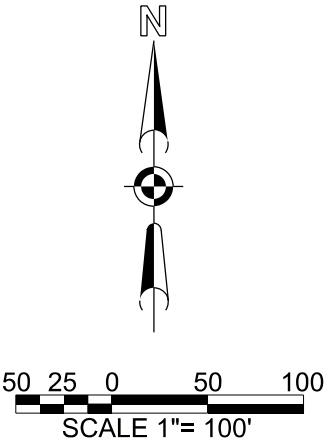
Title: _____

Date: _____

PRIMARY OPERATING RAILROAD:
CPKC

SECTION: 2
TOWNSHIP: 48 NORTH
RANGE: 28 WEST

COUNTY: LAFAYETTE



NOTE: (1) UNDERGROUND WATER LINE CROSSING

NOTE: IN CASE OF EMERGENCY CONTACT KCS CRITICAL INCIDENT DESK IMMEDIATELY AT 877-527-9464.

SPECIFICATIONS:

	CARRIER	CASING	INSTALLATION DETAILS
CONTENTS:	WATER LINE	N/A	METHOD OF INSTALLATION: INSTALL IN EXISTING CASING
LENGTH OF PIPE ON RW:	100'	100'	BURY (BASE OF RAIL): 15'
OUTSIDE DIAMETER:	10.75"	18"	BURY (NOT BENEATH TRACKS): 10'
PIPE MATERIAL:	PE DR-11	STEEL	BURY (ROADWAY DITCHES): 10'
MIN. YIELD STRENGTH:	N/A	35,000 PSI	CATHODIC PROTECTION: YES
WALL THICKNESS:	0.977"	0.313"	CASING VENTED: NO VENTS ABOVE SURFACE: N/A
WORKING PRESSURE:	100 PSI	N/A	NUMBER OF VENTS: N/A
TYPE OF JOINT:	FUSED	WELDED	SEALS: N/A BOTH ENDS: N/A TYPE: N/A
COATING:	N/A	N/A	PARALLEL DISTANCE FROM CL OF TRACK: N/A

CANADIAN PACIFIC
KANSAS CITY RAILROAD



Date:	03/20/2026	APPROVED BY:
Drawn By:	SLT	
Checked By:	CRS	Map #: N/A
Company:	WILSON & COMPANY, INC.	
Sheet No:	1 of 1	KCS FILE NO: 24-16799
Scale:	1" = 100'	

EXHIBIT "A"

PROPOSED UNDERGROUND
WATER LINE CROSSING FOR
CITY OF ODESSA, MO
AT MP 449.246
MEXICO SUBDIVISION
ODESSA, MO (38.993886, -93.966557)

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the express understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.



RESOLUTION NO. 2026-22

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A PIPELINE CROSSING CONTRACT WITH THE KANSAS CITY SOUTHERN RAILWAY COMPANY D/B/A CPKC FOR THE 9TH STREET WATERLINE UPSIZE PROJECT.

WHEREAS, the City of Odessa is constructing the 9th Street Waterline Upsize Project to improve the reliability and capacity of the City's public water distribution system; and

WHEREAS, the project includes replacement of an existing water main crossing beneath the railroad right-of-way owned by The Kansas City Southern Railway Company d/b/a CPKC; and

WHEREAS, during CPKC's review of the project, it was determined that the City's historic crossing agreement no longer applies due to the increased size of the replacement water main, requiring execution of a new Pipeline Crossing Contract before construction may proceed; and

WHEREAS, City staff, the City's engineer, legal counsel, and representatives of CPKC have worked together to negotiate the terms of the Pipeline Crossing Contract, which authorizes the construction, operation, maintenance, repair, replacement, and removal of the water main crossing beneath the railroad right-of-way; and

WHEREAS, approval of the Pipeline Crossing Contract is necessary to allow completion of the 9th Street Waterline Upsize Project.

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

SECTION 1. The Board of Aldermen hereby approves the Pipeline Crossing Contract between the City of Odessa and The Kansas City Southern Railway Company d/b/a CPKC for the existing water pipeline crossing located at Mile Post AD 449.246 on the Mexico Subdivision, as presented to the Board.

SECTION 2. The Mayor is hereby authorized and directed to execute the Pipeline Crossing Contract and any other documents necessary to carry out the intent of this Resolution, subject to approval as to form by the City Attorney.

SECTION 3. This Resolution shall take effect immediately upon its passage and approval.

SECTION 4. 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 13th day of July, 2026.

(SEAL)

ATTEST:

Karen Findora, City Clerk

Bruce Whatsitt, Mayor



City of Odessa

Board of Aldermen Action Report

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

ISSUE:

Approval of a revised Professional Services Agreement with Allstate Consultants LLC for the Wastewater Facility Planning Study and repeal of Resolution No. 2026-20.

ACTION REQUESTED:

Approve/deny Resolution No. 2026-23, a revised Professional Services Agreement with Allstate Consultants LLC for the Wastewater Facility Planning Study and repealing Resolution No. 2026-20.

BACKGROUND:

On May 12, 2026, the Board of Aldermen approved a Professional Services Agreement with Allstate Consultants LLC through Resolution No. 2026-20 for preparation of a Wastewater Facility Planning Study. Following approval, the Missouri Department of Natural Resources (DNR) completed its review of the agreement and requested revisions to ensure compliance with the Engineering Report Grant requirements.

The agreement presented for approval incorporates the requested revisions and replaces the previously approved contract. Because the revisions are contained within a corrected agreement rather than an addendum, repeal of Resolution No. 2026-20 and approval of the revised agreement are recommended.

The City has since received formal approval of the DNR Engineering Report Grant in the amount of \$50,000. Approval of the revised agreement and acceptance of the grant through the DNR funding portal are the final administrative steps before Allstate Consultants may begin work on the Wastewater Facility Planning Study.

FINANCIAL CONSIDERATIONS:

The total contract amount is not to exceed \$62,500. The City has been awarded a \$50,000 Missouri DNR Engineering Report Grant, meaning the cost to the City will be \$12,500. \$15,000 was budgeted in the current year's Capital Improvement Plan for the Wastewater fund.

ATTACHMENTS:

Resolution No. 2026-23; Allstate Consultants professional services agreement

PREPARED BY:

Shawna Davis, City Administrator

DATE:

July 13, 2026

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

**AGREEMENT BETWEEN OWNER
AND ENGINEER**

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

and

**ALLSTATE CONSULTANTS LLC
30601 HIGHWAY 5
MARCELINE, MISSOURI 64658**

hereinafter called the Engineer.

PROJECT

Title: WASTEWATER SYSTEM IMPROVEMENTS

SCOPE OF WORK PLANNING

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

Items believed to be evaluated include:

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

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

COMPENSATION

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

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

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

A draft of the project will be submitted to MDNR within 488 days from the Notice to Proceed and the project will be completed within 548 days from the Notice to Proceed date.

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

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

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

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

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

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

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

ENGINEER'S PAYMENT SCHEDULE

A. BASIC SERVICES

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

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

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

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

B. CONSTRUCTION SERVICES

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

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

C. ADDITIONAL SERVICES AND/OR REIMBURSABLE EXPENSE

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

D. PAYMENTS, SUMS WITHHELD

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

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

E. ALTERNATIVE PAYMENT SCHEDULE

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ENGINEER

ARTICLE I BASIC SERVICES

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

A. PLANNING PHASE – ENGINEERING REPORT

1. Engineering Report will be completed in accordance with 10 CSR 20-8.110 Engineering – Reports, Plans, and Specifications.
2. Engineering Report will include consideration of a impacts to existing wastewater facilities.
3. Engineering Report will include hydraulic and organic loads for existing and ultimate conditions. If the proposed alternative requires a new or expanded discharge, discussion of requirements for an antidegradation review will be included.
4. Engineering Report will consider the feasibility of constructing and operating a no-discharge system and of regionalization with another existing system.

5. Coordinate any other surveys, environmental, subsurface, historic or archeological surveys. Owner shall pay for land survey, environmental studies, subsurface studies, and geotechnical investigations as additional costs.
6. Coordinate Inflow and Infiltration (I&I) Studies including Smoke Testing and possible Sewer Video Work. Services shall be provided by other or at an additional cost.
7. Evaluate options as necessary to meet proposed new NPDES Effluent Limits, if applicable.

B. DESIGN PHASE – DESIGN DEVELOPMENT

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

C. CONSTRUCTION DOCUMENT PHASE – FINAL DESIGN

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

D. BIDDING PHASE

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

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

ARTICLE II CONSTRUCTION SERVICES

A. CONSTRUCTION SERVICES

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

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

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

ARTICLE III ADDITIONAL SERVICES

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

A. CONSTRUCTION ENGINEERING

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

B. CONSTRUCTION STAKING

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

C. SURVEYING

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

D. LAND ACQUISITION/EASEMENTS

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

E. GEOTECHNICAL/SUBSURFACE INVESTIGATIVE SERVICES

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

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

ARTICLE IV ENGINEER'S RESPONSIBILITIES

- A. If the Engineer believes the Project cannot be accomplished within the established budget and design time frame, Engineer shall notify the Owner of this fact in writing prior to completion of the Construction Document Phase, so that the Project scope can be reviewed and modified if necessary.
- B. The Engineer agrees to observe the job site prior to commencing his Work and shall use reasonable care to verify that all relevant information supplied to Engineer by the Owner is correct and accurate.
- C. The Engineer agrees to provide copies of all Construction Documents to the Owner for review prior to advertisement for bids.
- D. At the completion of the design, the Engineer shall provide MDNR with three (3) copies and one (1) electronic copy. One of the copies will be a set approved by MDNR. After the completion of construction, one (1) set of record drawings showing those changes made during the construction process including all buried and concealed utilities accurately located shall be provided to the Owner.
- E. The Engineer agrees to review the design of all connections to private or public utility systems or public roads and streets.
- F. The Engineer shall request the Owner's approval of any additional professional consultant services retained, which were not included in the original proposal.
- G. The Engineer shall maintain at the Engineer's expense, such insurance as will protect the Engineer under the Workman's Compensation Act and such comprehensive general liability insurance as will protect the Owner and the Engineer from all claims for bodily injury, death, or property damage which may arise from the performance by the Engineer or by the Engineer's employees of the Engineer's functions and services required under this Agreement. Insurance procured shall be at or above the sovereign immunity limits as published by the Missouri Department of Insurance. Nothing contained herein shall waive, nor is intended to waive, the sovereign immunity or any other immunity or defense available to the Owner, its officials, agents, and/or employees.

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

ARTICLE V OWNER'S RESPONSIBILITIES

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

ARTICLE VI COMPETITIVE BIDDING REQUIREMENTS

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

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

ARTICLE VII ALTERNATES

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

ARTICLE VIII DIRECT PERSONNEL EXPENSE

- A. Direct Personnel Expense is defined as the cost of salaries and includes mandatory and customary benefits such as insurance, sick leave, vacation, holiday, pensions and other such costs that relate to employees engaged on the Project by the Engineer.
- B. Employees may include, but are not necessarily limited to architects, engineers, designers, surveyors, technicians, draftsmen, specification writers, stenographers, typists and other personnel engaged in consultations, research, design, document production or other Work pertaining to the Project.

- C. Should Direct Personnel Expense be selected as the method of compensation, the Engineer will submit in writing to the Owner a complete list of all employees to be engaged on the Project along with a schedule of rates and benefits for those employees.
- D. Rates are subject to change annually or as a standard practice with inflation, operating overhead expenses, and typical cost of doing business. If rates should change the contract will require an amendment.

ARTICLE IX REIMBURSABLE EXPENSES

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

ARTICLE X ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE XI OWNER'S REPRESENTATIVE

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

ARTICLE XII ENGINEER'S COOPERATION

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

ARTICLE XIII OWNERSHIP OF DOCUMENTS

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

ARTICLE XIIV SUCCESSORS AND ASSIGNS

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

ARTICLE XV DISPUTES AND DISAGREEMENTS

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

ARTICLE XVI TERMINATION

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

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

**ARTICLE XVII
EXTENT OF AGREEMENT**

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

**ARTICLE XVIII
EXECUTION**

OWNER: CITY ODESSA

**OWNER'S WITNESS
(SEAL)**

by: _____

by: _____

date: _____

date: _____

ENGINEER:

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



2026 Rate Schedule

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

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

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

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

GEOTECHNICAL & CONSTRUCTION OBSERVATION & TESTING SERVICES

SUBSURFACE EXPLORATION

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

LABORATORY TESTING SERVICES

Price per Test

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

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

COMPENSATION

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

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

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

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

Time for completion of Basic Design submittal to Acquisition, Environmental Clearances, and the MDNR and agreed upon by the Owner and Engineer.

If the time frame specified cannot be obtained, then the time frame shall extend to the end of the time frame.

A draft of the project will be submitted to MDNR within 488 days from the Notice to Proceed and the project will be completed within 548 days from the Notice to Proceed date.

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

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

Confirm this is attached.

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

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

D. PAYMENTS, SUMS WITHHELD

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

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

E. ALTERNATIVE PAYMENT SCHEDULE

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

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ENGINEER

4. Engineering Report will consider the feasibility of constructing and operating a no-discharge system and of regionalization with another existing system.

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

A. PLANNING PHASE – ENGINEERING REPORT

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

Report

If the proposed alternative requires a new or expanded discharge, discussion of requirements for an antidegradation review will be included.



RESOLUTION NO. 2026-23

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, REPEALING RESOLUTION NO. 2026-20 AND APPROVING A REVISED PROFESSIONAL SERVICE AGREEMENT WITH ALLSTATE CONSULTANTS LLC FOR THE WASTEWATER FACILITY PLANNING STUDY.

WHEREAS, the City of Odessa, Missouri, (the “City”), desires to complete a Wastewater Facility Planning Study to evaluate and plan for future wastewater system improvements; and

WHEREAS, on May 12, 2026, the Board of Aldermen approved Resolution No. 2026-20 authorizing a Professional Services Agreement with Allstate Consultants LLC for preparation of a Wastewater Facility Planning Study; and

WHEREAS, following approval of Resolution No. 2026-20, the Missouri Department of Natural Resources (“DNR”) completed its review and requested revisions to ensure compliance with the Engineering Report Grant requirements; and

WHEREAS, the revised Professional Services Agreement incorporates the requested revisions and replaces the previously approved agreement; and

WHEREAS, the City has received formal approval of DNR Engineering Report Grant in the amount of Fifty Thousand Dollars (\$50,000.00) to assist with the preparation of the Wastewater Facility Planning Study; and

WHEREAS, the revised Professional Service Agreement with Allstate Consultants LLC provides for professional services related to the Wastewater Facility Planning Study in an amount not to exceed Sixty-Two Thousand Five Hundred Dollars (\$62,500.00); and

WHEREAS, after application of the DNR Engineering Report Grant funds, the City’s anticipated cost for the project will be Twelve Thousand Five Hundred Dollars (\$12,500.00); and

WHEREAS, funds have been budgeted within the City’s current Capital Improvement Plan for the Wastewater Fund to support the City’s portion of the project costs; and

WHEREAS, the Board of Aldermen finds it necessary and appropriate to repeal Resolution No. 2026-20 and approve the revised Professional Services Agreement with Allstate Consultants LLC.

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

SECTION 1. Resolution No. 2026-20, approved by the Board of Aldermen on May 12, 2026, is hereby repealed in its entirety.

SECTION 1. The Mayor is hereby authorized to execute the revised Professional Services Agreement with Allstate Consultants LLC, together with any related documents necessary to carry out the intent of this Resolution, including acceptance of the Missouri Department of Natural Resources Engineering Report Grant through the DNR funding portal.

SECTION 2. The Professional Services Agreement with Allstate Consultants LLC for the Wastewater Facility Planning Study is hereby approved in an amount not to exceed \$62,500.00.

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

APPROVED AND PASSED by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 13th day of July, 2026.

(SEAL)

ATTEST:

Bruce Whitsitt, Mayor

Karen Findora, City Clerk

Odessa Municipal Block Rate Packet

This packet contains:

Rate Plan for:

Three Year Plan

Residential Block Rates

Split Commercial Rates

Small Commercial (less than 25 kW Demand for four months)

Large Commercial (25 kW Demand or more for four months)

Industrial Rates

Primary Meter Rates

Purchased Power Adjustment (PPA) – Purchased Power Cost Adjustment

Updated Municipal Code for these options

Complete three year rate change sheet for Block Residential and Split Commercial

Increasing Block 3 Year Rate Plan

	Year1		Year2		Year3	
Residential	\$22.50	Per Month	\$23.00	Per Month	\$24.00	Per Month
Block1	0.0990	\$/kWh First 600	0.0997	\$/kWh First 600	0.1000	\$/kWh First 600
Block2	0.1063	\$/kWh Next 1400	0.1143	\$/kWh Next 1400	0.1210	\$/kWh Next 1400
Block3	0.1103	\$/kWh Over 2000	0.1223	\$/kWh Over 2000	0.1330	\$/kWh Over 2000

This is the only rate class with a block rate designed to minimize the impact on the lower use of energy and increases with monthly total in two blocks. The lower block rate is set to have a minimal change to the first 600 kWh of use. This first block represents about 33% of the rate class. The middle block charges a slightly higher rate to the next 1400 kWh of use. Accounts above 600 kWh but less than the 2,000 kWh total cover just over 50% of the users. The remaining users have used above the 2,000 kWh total and pay for the kWhs above 2,000 kWh at the third rate.

These rates are increasing to provide a conservation signal to all users at the higher use level. The block sizes are like other medium small utilities and were designed around percent of total kWh usage.

The base rate was also increased to make the overall increase 6.0%.

The typical change in monthly bill charts follows for the Current to Year 1, Year 1 to Year 2, and Year 2 to Year 3.

These are the rates recommended for the next three years with yearly checks on how overall health is affected. If they are collecting too low, then increases are recommended at that time.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Residential is still a protected rate class and effort has been made to reduce negative impacts while being fair as possible to all users on the Odessa Power and Light system.

RESIDENTIAL RATE COMPARISON
YEAR 1 RATE CHANGE - THREE BLOCK SCHEDULE

kWh Usage	EXISTING RATE		PROPOSED RATE - YEAR 1		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 21.85	\$ 2.1852	\$ 23.49	\$ 2.3490	\$ 1.64
25	\$ 23.33	\$ 0.9330	\$ 24.98	\$ 0.9990	\$ 1.65
30	\$ 23.82	\$ 0.7939	\$ 25.47	\$ 0.8490	\$ 1.65
50	\$ 25.78	\$ 0.5156	\$ 27.45	\$ 0.5490	\$ 1.67
75	\$ 28.24	\$ 0.3765	\$ 29.93	\$ 0.3990	\$ 1.69
100	\$ 30.69	\$ 0.3069	\$ 32.40	\$ 0.3240	\$ 1.71
150	\$ 35.60	\$ 0.2373	\$ 37.35	\$ 0.2490	\$ 1.75
200	\$ 40.51	\$ 0.2026	\$ 42.30	\$ 0.2115	\$ 1.79
250	\$ 45.42	\$ 0.1817	\$ 47.25	\$ 0.1890	\$ 1.83
300	\$ 50.33	\$ 0.1678	\$ 52.20	\$ 0.1740	\$ 1.87
350	\$ 55.24	\$ 0.1578	\$ 57.15	\$ 0.1633	\$ 1.91
400	\$ 60.15	\$ 0.1504	\$ 62.10	\$ 0.1553	\$ 1.95
500	\$ 69.97	\$ 0.1399	\$ 72.00	\$ 0.1440	\$ 2.03
600	\$ 79.79	\$ 0.1330	\$ 81.90	\$ 0.1365	\$ 2.11
700	\$ 89.61	\$ 0.1280	\$ 92.53	\$ 0.1322	\$ 2.92
800	\$ 99.43	\$ 0.1243	\$ 103.16	\$ 0.1290	\$ 3.73
900	\$ 109.25	\$ 0.1214	\$ 113.79	\$ 0.1264	\$ 4.54
1,000	\$ 119.07	\$ 0.1191	\$ 124.42	\$ 0.1244	\$ 5.35
1,250	\$ 143.62	\$ 0.1149	\$ 151.00	\$ 0.1208	\$ 7.38
1,500	\$ 168.17	\$ 0.1121	\$ 177.57	\$ 0.1184	\$ 9.40
1,750	\$ 192.72	\$ 0.1101	\$ 204.15	\$ 0.1167	\$ 11.43
2,000	\$ 217.27	\$ 0.1086	\$ 230.72	\$ 0.1154	\$ 13.45
2,500	\$ 266.37	\$ 0.1065	\$ 285.87	\$ 0.1143	\$ 19.50
3,000	\$ 315.47	\$ 0.1052	\$ 341.02	\$ 0.1137	\$ 25.55
4,000	\$ 413.67	\$ 0.1034	\$ 451.32	\$ 0.1128	\$ 37.65
5,000	\$ 511.87	\$ 0.1024	\$ 561.62	\$ 0.1123	\$ 49.75
6,000	\$ 610.07	\$ 0.1017	\$ 671.92	\$ 0.1120	\$ 61.85
7,500	\$ 757.37	\$ 0.1010	\$ 837.37	\$ 0.1116	\$ 80.00
8,000	\$ 806.47	\$ 0.1008	\$ 892.52	\$ 0.1116	\$ 86.05
10,000	\$ 1,002.87	\$ 0.1003	\$ 1,113.12	\$ 0.1113	\$ 110.25
15,000	\$ 1,493.87	\$ 0.0996	\$ 1,664.62	\$ 0.1110	\$ 170.75

RESIDENTIAL RATE			
EXISTING RESIDENTIAL RATE		PROPOSED RESIDENTIAL RATE - YEAR 1	
Minimum Bill	\$ 20.87 /month	Minimum Bill	\$ 22.50 /month
Energy Charge:		Energy Charge:	
All kWh	\$ 0.0982 /kWh	First 600 kWh	\$ 0.0990 /month
		Next 1,400 kWh	\$ 0.1063 /kWh
		Over 2,000 kWh	\$ 0.1103 /kWh
		Three Block	

RESIDENTIAL RATE COMPARISON
YEAR 2 RATE CHANGE - THREE BLOCK SCHEDULE

kWh Usage	PROPOSED RATE - YEAR 1		PROPOSED RATE - YEAR 2		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 23.49	\$ 2.3490	\$ 24.00	\$ 2.3997	\$ 0.51
25	\$ 24.98	\$ 0.9990	\$ 25.49	\$ 1.0197	\$ 0.52
30	\$ 25.47	\$ 0.8490	\$ 25.99	\$ 0.8664	\$ 0.52
50	\$ 27.45	\$ 0.5490	\$ 27.99	\$ 0.5597	\$ 0.54
75	\$ 29.93	\$ 0.3990	\$ 30.48	\$ 0.4064	\$ 0.55
100	\$ 32.40	\$ 0.3240	\$ 32.97	\$ 0.3297	\$ 0.57
150	\$ 37.35	\$ 0.2490	\$ 37.96	\$ 0.2530	\$ 0.60
200	\$ 42.30	\$ 0.2115	\$ 42.94	\$ 0.2147	\$ 0.64
250	\$ 47.25	\$ 0.1890	\$ 47.93	\$ 0.1917	\$ 0.67
300	\$ 52.20	\$ 0.1740	\$ 52.91	\$ 0.1764	\$ 0.71
350	\$ 57.15	\$ 0.1633	\$ 57.90	\$ 0.1654	\$ 0.74
400	\$ 62.10	\$ 0.1553	\$ 62.88	\$ 0.1572	\$ 0.78
500	\$ 72.00	\$ 0.1440	\$ 72.85	\$ 0.1457	\$ 0.85
600	\$ 81.90	\$ 0.1365	\$ 82.82	\$ 0.1380	\$ 0.92
700	\$ 92.53	\$ 0.1322	\$ 94.25	\$ 0.1346	\$ 1.72
800	\$ 103.16	\$ 0.1290	\$ 105.68	\$ 0.1321	\$ 2.52
900	\$ 113.79	\$ 0.1264	\$ 117.11	\$ 0.1301	\$ 3.32
1,000	\$ 124.42	\$ 0.1244	\$ 128.54	\$ 0.1285	\$ 4.12
1,250	\$ 151.00	\$ 0.1208	\$ 157.12	\$ 0.1257	\$ 6.12
1,500	\$ 177.57	\$ 0.1184	\$ 185.69	\$ 0.1238	\$ 8.12
1,750	\$ 204.15	\$ 0.1167	\$ 214.27	\$ 0.1224	\$ 10.12
2,000	\$ 230.72	\$ 0.1154	\$ 242.84	\$ 0.1214	\$ 12.12
2,500	\$ 285.87	\$ 0.1143	\$ 303.99	\$ 0.1216	\$ 18.12
3,000	\$ 341.02	\$ 0.1137	\$ 365.14	\$ 0.1217	\$ 24.12
4,000	\$ 451.32	\$ 0.1128	\$ 487.44	\$ 0.1219	\$ 36.12
5,000	\$ 561.62	\$ 0.1123	\$ 609.74	\$ 0.1219	\$ 48.12
6,000	\$ 671.92	\$ 0.1120	\$ 732.04	\$ 0.1220	\$ 60.12
7,500	\$ 837.37	\$ 0.1116	\$ 915.49	\$ 0.1221	\$ 78.12
8,000	\$ 892.52	\$ 0.1116	\$ 976.64	\$ 0.1221	\$ 84.12
10,000	\$ 1,113.12	\$ 0.1113	\$ 1,221.24	\$ 0.1221	\$ 108.12
15,000	\$ 1,664.62	\$ 0.1110	\$ 1,832.74	\$ 0.1222	\$ 168.12

RESIDENTIAL RATE			
PROPOSED RESIDENTIAL RATE - YEAR 1		PROPOSED RESIDENTIAL RATE - YEAR 2	
Minimum Bill	\$ 22.50 /month	Minimum Bill	\$ 23.00 /month
Energy Charge:		Energy Charge:	
First 600 kWh	\$ 0.0990 /month	First 600 kWh	\$ 0.0997 /month
Next 1,400 kWh	\$ 0.1063 /kWh	Next 1,400 kWh	\$ 0.1143 /kWh
Over 2,000 kWh	\$ 0.1103 /kWh	Over 2,000 kWh	\$ 0.1223 /kWh
Three Block		Three Block	

RESIDENTIAL RATE COMPARISON
YEAR 3 RATE CHANGE - THREE BLOCK SCHEDULE

kWh Usage	PROPOSED RATE - YEAR 2		PROPOSED RATE - YEAR 3		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 24.00	\$ 2.3997	\$ 25.00	\$ 2.5000	\$ 1.00
25	\$ 25.49	\$ 1.0197	\$ 26.50	\$ 1.0600	\$ 1.01
30	\$ 25.99	\$ 0.8664	\$ 27.00	\$ 0.9000	\$ 1.01
50	\$ 27.99	\$ 0.5597	\$ 29.00	\$ 0.5800	\$ 1.02
75	\$ 30.48	\$ 0.4064	\$ 31.50	\$ 0.4200	\$ 1.02
100	\$ 32.97	\$ 0.3297	\$ 34.00	\$ 0.3400	\$ 1.03
150	\$ 37.96	\$ 0.2530	\$ 39.00	\$ 0.2600	\$ 1.05
200	\$ 42.94	\$ 0.2147	\$ 44.00	\$ 0.2200	\$ 1.06
250	\$ 47.93	\$ 0.1917	\$ 49.00	\$ 0.1960	\$ 1.08
300	\$ 52.91	\$ 0.1764	\$ 54.00	\$ 0.1800	\$ 1.09
350	\$ 57.90	\$ 0.1654	\$ 59.00	\$ 0.1686	\$ 1.11
400	\$ 62.88	\$ 0.1572	\$ 64.00	\$ 0.1600	\$ 1.12
500	\$ 72.85	\$ 0.1457	\$ 74.00	\$ 0.1480	\$ 1.15
600	\$ 82.82	\$ 0.1380	\$ 84.00	\$ 0.1400	\$ 1.18
700	\$ 94.25	\$ 0.1346	\$ 96.10	\$ 0.1373	\$ 1.85
800	\$ 105.68	\$ 0.1321	\$ 108.20	\$ 0.1353	\$ 2.52
900	\$ 117.11	\$ 0.1301	\$ 120.30	\$ 0.1337	\$ 3.19
1,000	\$ 128.54	\$ 0.1285	\$ 132.40	\$ 0.1324	\$ 3.86
1,250	\$ 157.12	\$ 0.1257	\$ 162.65	\$ 0.1301	\$ 5.53
1,500	\$ 185.69	\$ 0.1238	\$ 192.90	\$ 0.1286	\$ 7.21
1,750	\$ 214.27	\$ 0.1224	\$ 223.15	\$ 0.1275	\$ 8.89
2,000	\$ 242.84	\$ 0.1214	\$ 253.40	\$ 0.1267	\$ 10.56
2,500	\$ 303.99	\$ 0.1216	\$ 319.90	\$ 0.1280	\$ 15.91
3,000	\$ 365.14	\$ 0.1217	\$ 386.40	\$ 0.1288	\$ 21.26
4,000	\$ 487.44	\$ 0.1219	\$ 519.40	\$ 0.1299	\$ 31.96
5,000	\$ 609.74	\$ 0.1219	\$ 652.40	\$ 0.1305	\$ 42.66
6,000	\$ 732.04	\$ 0.1220	\$ 785.40	\$ 0.1309	\$ 53.36
7,500	\$ 915.49	\$ 0.1221	\$ 984.90	\$ 0.1313	\$ 69.41
8,000	\$ 976.64	\$ 0.1221	\$ 1,051.40	\$ 0.1314	\$ 74.76
10,000	\$ 1,221.24	\$ 0.1221	\$ 1,317.40	\$ 0.1317	\$ 96.16
15,000	\$ 1,832.74	\$ 0.1222	\$ 1,982.40	\$ 0.1322	\$ 149.66

RESIDENTIAL RATE				
PROPOSED RESIDENTIAL RATE - YEAR 2			PROPOSED RESIDENTIAL RATE - YEAR 3	
Minimum Bill	\$	23.00 /month	Minimum Bill	\$ 24.00 /month
Energy Charge:			Energy Charge:	
First 600 kWh	\$	0.0997 /month	First 600 kWh	\$ 0.1000 /month
Next 1,400 kWh	\$	0.1143 /kWh	Next 1,400 kWh	\$ 0.1210 /kWh
Over 2,000 kWh	\$	0.1223 /kWh	Over 2,000 kWh	\$ 0.1330 /kWh
Three Block			Three Block	

Proposed - Year 1			Proposed - Year 2			Proposed - Year 3		
SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE		
Base Charge	\$27.00	/Month	Base Charge	\$28.00	/Month	Base Charge	\$29.15	/Month
Energy Charge	0.1250	\$/kWh	Energy Charge	0.1300	\$/kWh	Energy Charge	0.1352	\$/kWh
LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE		
Base Charge	\$46.00	/Month	Base Charge	\$47.00	/Month	Base Charge	\$48.00	/Month
Demand Charge	10.00	\$/kW	Demand Charge	10.50	\$/kW	Demand Charge	11.00	\$/kW
Energy Charge	0.1100	\$/kWh	Energy Charge	0.1140	\$/kWh	Energy Charge	0.1185	\$/kWh

This rate class is being split into small and large commercial rates. The desire was to lower the impact on small commercial businesses. This necessitates an increase in the large commercial rates. Over the three years plan the application of the same level of increases as used in industry was used as guidance.

In the end the rates were designed for a total required revenue plan. It was discussed that Odessa would like to reach the full revenue requirement through a three to four year plan. As in residential, these rates should be reassessed in a year.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Small commercials are protected over the large commercial rate class, and effort has been made to reduce negative impacts while being fair as possible to all users on the Odessa Power and Light system.

Small Commercial

SMALL COMMERCIAL RATE COMPARISON

YEAR 1 RATE CHANGE

kWh Usage	EXISTING RATE		PROPOSED RATE - YEAR 1		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 44.19	\$ 4.4193	\$ 28.25	\$ 2.8250	\$ (15.94)
25	\$ 46.15	\$ 1.8459	\$ 30.13	\$ 1.2050	\$ (16.02)
30	\$ 46.80	\$ 1.5600	\$ 30.75	\$ 1.0250	\$ (16.05)
50	\$ 49.41	\$ 0.9881	\$ 33.25	\$ 0.6650	\$ (16.16)
75	\$ 52.66	\$ 0.7022	\$ 36.38	\$ 0.4850	\$ (16.29)
100	\$ 55.92	\$ 0.5592	\$ 39.50	\$ 0.3950	\$ (16.42)
150	\$ 62.44	\$ 0.4162	\$ 45.75	\$ 0.3050	\$ (16.69)
200	\$ 68.95	\$ 0.3448	\$ 52.00	\$ 0.2600	\$ (16.95)
250	\$ 75.47	\$ 0.3019	\$ 58.25	\$ 0.2330	\$ (17.22)
300	\$ 81.98	\$ 0.2733	\$ 64.50	\$ 0.2150	\$ (17.48)
350	\$ 88.50	\$ 0.2528	\$ 70.75	\$ 0.2021	\$ (17.75)
400	\$ 95.01	\$ 0.2375	\$ 77.00	\$ 0.1925	\$ (18.01)
500	\$ 108.04	\$ 0.2161	\$ 89.50	\$ 0.1790	\$ (18.54)
600	\$ 121.07	\$ 0.2018	\$ 102.00	\$ 0.1700	\$ (19.07)
700	\$ 134.10	\$ 0.1916	\$ 114.50	\$ 0.1636	\$ (19.60)
800	\$ 147.13	\$ 0.1839	\$ 127.00	\$ 0.1588	\$ (20.13)
900	\$ 160.16	\$ 0.1780	\$ 139.50	\$ 0.1550	\$ (20.66)
1,000	\$ 173.19	\$ 0.1732	\$ 152.00	\$ 0.1520	\$ (21.19)
1,250	\$ 205.77	\$ 0.1646	\$ 183.25	\$ 0.1466	\$ (22.52)
1,500	\$ 238.34	\$ 0.1589	\$ 214.50	\$ 0.1430	\$ (23.84)
1,750	\$ 270.92	\$ 0.1548	\$ 245.75	\$ 0.1404	\$ (25.17)
2,000	\$ 303.49	\$ 0.1517	\$ 277.00	\$ 0.1385	\$ (26.49)
2,500	\$ 368.64	\$ 0.1475	\$ 339.50	\$ 0.1358	\$ (29.14)
3,000	\$ 433.79	\$ 0.1446	\$ 402.00	\$ 0.1340	\$ (31.79)
4,000	\$ 564.09	\$ 0.1410	\$ 527.00	\$ 0.1318	\$ (37.09)
5,000	\$ 694.39	\$ 0.1389	\$ 652.00	\$ 0.1304	\$ (42.39)
6,000	\$ 824.69	\$ 0.1374	\$ 777.00	\$ 0.1295	\$ (47.69)
7,500	\$ 1,020.14	\$ 0.1360	\$ 964.50	\$ 0.1286	\$ (55.64)
8,000	\$ 1,085.29	\$ 0.1357	\$ 1,027.00	\$ 0.1284	\$ (58.29)
10,000	\$ 1,345.89	\$ 0.1346	\$ 1,277.00	\$ 0.1277	\$ (68.89)
15,000	\$ 1,997.39	\$ 0.1332	\$ 1,902.00	\$ 0.1268	\$ (95.39)

SMALL COMMERCIAL RATE			
EXISTING COMMERCIAL RATE		PROPOSED SMALL COMMERCIAL RATE - YEAR 1	
Minimum Bill	\$ 42.89 /month	Minimum Bill	\$ 27.00 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1303 /kWh	ALL kWh	\$ 0.1250 /kWh

SMALL COMMERCIAL RATE COMPARISON

YEAR 2 RATE CHANGE

kWh Usage	PROPOSED RATE - YEAR 1		PROPOSED RATE - YEAR 2		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 28.25	\$ 2.8250	\$ 29.30	\$ 2.9300	\$ 1.05
25	\$ 30.13	\$ 1.2050	\$ 31.25	\$ 1.2500	\$ 1.13
30	\$ 30.75	\$ 1.0250	\$ 31.90	\$ 1.0633	\$ 1.15
50	\$ 33.25	\$ 0.6650	\$ 34.50	\$ 0.6900	\$ 1.25
75	\$ 36.38	\$ 0.4850	\$ 37.75	\$ 0.5033	\$ 1.38
100	\$ 39.50	\$ 0.3950	\$ 41.00	\$ 0.4100	\$ 1.50
150	\$ 45.75	\$ 0.3050	\$ 47.50	\$ 0.3167	\$ 1.75
200	\$ 52.00	\$ 0.2600	\$ 54.00	\$ 0.2700	\$ 2.00
250	\$ 58.25	\$ 0.2330	\$ 60.50	\$ 0.2420	\$ 2.25
300	\$ 64.50	\$ 0.2150	\$ 67.00	\$ 0.2233	\$ 2.50
350	\$ 70.75	\$ 0.2021	\$ 73.50	\$ 0.2100	\$ 2.75
400	\$ 77.00	\$ 0.1925	\$ 80.00	\$ 0.2000	\$ 3.00
500	\$ 89.50	\$ 0.1790	\$ 93.00	\$ 0.1860	\$ 3.50
600	\$ 102.00	\$ 0.1700	\$ 106.00	\$ 0.1767	\$ 4.00
700	\$ 114.50	\$ 0.1636	\$ 119.00	\$ 0.1700	\$ 4.50
800	\$ 127.00	\$ 0.1588	\$ 132.00	\$ 0.1650	\$ 5.00
900	\$ 139.50	\$ 0.1550	\$ 145.00	\$ 0.1611	\$ 5.50
1,000	\$ 152.00	\$ 0.1520	\$ 158.00	\$ 0.1580	\$ 6.00
1,250	\$ 183.25	\$ 0.1466	\$ 190.50	\$ 0.1524	\$ 7.25
1,500	\$ 214.50	\$ 0.1430	\$ 223.00	\$ 0.1487	\$ 8.50
1,750	\$ 245.75	\$ 0.1404	\$ 255.50	\$ 0.1460	\$ 9.75
2,000	\$ 277.00	\$ 0.1385	\$ 288.00	\$ 0.1440	\$ 11.00
2,500	\$ 339.50	\$ 0.1358	\$ 353.00	\$ 0.1412	\$ 13.50
3,000	\$ 402.00	\$ 0.1340	\$ 418.00	\$ 0.1393	\$ 16.00
4,000	\$ 527.00	\$ 0.1318	\$ 548.00	\$ 0.1370	\$ 21.00
5,000	\$ 652.00	\$ 0.1304	\$ 678.00	\$ 0.1356	\$ 26.00
6,000	\$ 777.00	\$ 0.1295	\$ 808.00	\$ 0.1347	\$ 31.00
7,500	\$ 964.50	\$ 0.1286	\$ 1,003.00	\$ 0.1337	\$ 38.50
8,000	\$ 1,027.00	\$ 0.1284	\$ 1,068.00	\$ 0.1335	\$ 41.00
10,000	\$ 1,277.00	\$ 0.1277	\$ 1,328.00	\$ 0.1328	\$ 51.00
15,000	\$ 1,902.00	\$ 0.1268	\$ 1,978.00	\$ 0.1319	\$ 76.00

SMALL COMMERCIAL RATE			
PROPOSED SMALL COMMERCIAL RATE - YEAR 1		PROPOSED SMALL COMMERCIAL RATE - YEAR 2	
Minimum Bill	\$ 27.00 /month	Minimum Bill	\$ 28.00 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1250 /kWh	ALL kWh	\$ 0.1300 /kWh

SMALL COMMERCIAL RATE COMPARISON

YEAR 3 RATE CHANGE

kWh Usage	PROPOSED RATE - YEAR 2		PROPOSED RATE - YEAR 3		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 29.30	\$ 2.9300	\$ 30.50	\$ 3.0502	\$ 1.20
25	\$ 31.25	\$ 1.2500	\$ 32.53	\$ 1.3012	\$ 1.28
30	\$ 31.90	\$ 1.0633	\$ 33.21	\$ 1.1069	\$ 1.31
50	\$ 34.50	\$ 0.6900	\$ 35.91	\$ 0.7182	\$ 1.41
75	\$ 37.75	\$ 0.5033	\$ 39.29	\$ 0.5239	\$ 1.54
100	\$ 41.00	\$ 0.4100	\$ 42.67	\$ 0.4267	\$ 1.67
150	\$ 47.50	\$ 0.3167	\$ 49.43	\$ 0.3295	\$ 1.93
200	\$ 54.00	\$ 0.2700	\$ 56.19	\$ 0.2810	\$ 2.19
250	\$ 60.50	\$ 0.2420	\$ 62.95	\$ 0.2518	\$ 2.45
300	\$ 67.00	\$ 0.2233	\$ 69.71	\$ 0.2324	\$ 2.71
350	\$ 73.50	\$ 0.2100	\$ 76.47	\$ 0.2185	\$ 2.97
400	\$ 80.00	\$ 0.2000	\$ 83.23	\$ 0.2081	\$ 3.23
500	\$ 93.00	\$ 0.1860	\$ 96.75	\$ 0.1935	\$ 3.75
600	\$ 106.00	\$ 0.1767	\$ 110.27	\$ 0.1838	\$ 4.27
700	\$ 119.00	\$ 0.1700	\$ 123.79	\$ 0.1768	\$ 4.79
800	\$ 132.00	\$ 0.1650	\$ 137.31	\$ 0.1716	\$ 5.31
900	\$ 145.00	\$ 0.1611	\$ 150.83	\$ 0.1676	\$ 5.83
1,000	\$ 158.00	\$ 0.1580	\$ 164.35	\$ 0.1644	\$ 6.35
1,250	\$ 190.50	\$ 0.1524	\$ 198.15	\$ 0.1585	\$ 7.65
1,500	\$ 223.00	\$ 0.1487	\$ 231.95	\$ 0.1546	\$ 8.95
1,750	\$ 255.50	\$ 0.1460	\$ 265.75	\$ 0.1519	\$ 10.25
2,000	\$ 288.00	\$ 0.1440	\$ 299.55	\$ 0.1498	\$ 11.55
2,500	\$ 353.00	\$ 0.1412	\$ 367.15	\$ 0.1469	\$ 14.15
3,000	\$ 418.00	\$ 0.1393	\$ 434.75	\$ 0.1449	\$ 16.75
4,000	\$ 548.00	\$ 0.1370	\$ 569.95	\$ 0.1425	\$ 21.95
5,000	\$ 678.00	\$ 0.1356	\$ 705.15	\$ 0.1410	\$ 27.15
6,000	\$ 808.00	\$ 0.1347	\$ 840.35	\$ 0.1401	\$ 32.35
7,500	\$ 1,003.00	\$ 0.1337	\$ 1,043.15	\$ 0.1391	\$ 40.15
8,000	\$ 1,068.00	\$ 0.1335	\$ 1,110.75	\$ 0.1388	\$ 42.75
10,000	\$ 1,328.00	\$ 0.1328	\$ 1,381.15	\$ 0.1381	\$ 53.15
15,000	\$ 1,978.00	\$ 0.1319	\$ 2,057.15	\$ 0.1371	\$ 79.15

SMALL COMMERCIAL RATE

PROPOSED SMALL COMMERCIAL RATE - YEAR 2		PROPOSED SMALL COMMERCIAL RATE - YEAR 3	
Minimum Bill	\$ 28.00 /month	Minimum Bill	\$ 29.15 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1300 /kWh	ALL kWh	\$ 0.1352 /kWh

Large Commercial

EXISTING LARGE COMMERCIAL RATE vs. PROPOSED LARGE COMMERCIAL RATE
YEAR 1 RATE CHANGE

Demand kW	Energy kWh	Load Factor	EXISTING LARGE COMMERCIAL RATE		PROPOSED LARGE COMMERCIAL RATE - YEAR 1		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
25	3,650	20%	\$ 518.49	\$ 0.1421	\$ 697.50	\$ 0.1911	\$ 179.02
	5,475	30%	\$ 756.28	\$ 0.1381	\$ 898.25	\$ 0.1641	\$ 141.97
	7,500	41%	\$ 1,020.14	\$ 0.1360	\$ 1,121.00	\$ 0.1495	\$ 100.86
	9,125	50%	\$ 1,231.88	\$ 0.1350	\$ 1,299.75	\$ 0.1424	\$ 67.87
	10,950	60%	\$ 1,469.68	\$ 0.1342	\$ 1,500.50	\$ 0.1370	\$ 30.82
	12,775	70%	\$ 1,707.47	\$ 0.1337	\$ 1,701.25	\$ 0.1332	\$ (6.22)
50	7,300	20%	\$ 994.08	\$ 0.1362	\$ 1,349.00	\$ 0.1848	\$ 354.92
	10,950	30%	\$ 1,469.68	\$ 0.1342	\$ 1,750.50	\$ 0.1599	\$ 280.83
	15,000	41%	\$ 1,997.39	\$ 0.1332	\$ 2,196.00	\$ 0.1464	\$ 198.61
	18,250	50%	\$ 2,420.87	\$ 0.1327	\$ 2,553.50	\$ 0.1399	\$ 132.64
	21,900	60%	\$ 2,896.46	\$ 0.1323	\$ 2,955.00	\$ 0.1349	\$ 58.54
	25,550	70%	\$ 3,372.06	\$ 0.1320	\$ 3,356.50	\$ 0.1314	\$ (15.55)
75	10,950	20%	\$ 1,469.68	\$ 0.1342	\$ 2,000.50	\$ 0.1827	\$ 530.83
	16,425	30%	\$ 2,183.07	\$ 0.1329	\$ 2,602.75	\$ 0.1585	\$ 419.68
	22,500	41%	\$ 2,974.64	\$ 0.1322	\$ 3,271.00	\$ 0.1454	\$ 296.36
	27,375	50%	\$ 3,609.85	\$ 0.1319	\$ 3,807.25	\$ 0.1391	\$ 197.40
	32,850	60%	\$ 4,323.25	\$ 0.1316	\$ 4,409.50	\$ 0.1342	\$ 86.26
	38,325	70%	\$ 5,036.64	\$ 0.1314	\$ 5,011.75	\$ 0.1308	\$ (24.89)
100	14,600	20%	\$ 1,945.27	\$ 0.1332	\$ 2,652.00	\$ 0.1816	\$ 706.73
	21,900	30%	\$ 2,896.46	\$ 0.1323	\$ 3,455.00	\$ 0.1578	\$ 558.54
	30,000	41%	\$ 3,951.89	\$ 0.1317	\$ 4,346.00	\$ 0.1449	\$ 394.11
	36,500	50%	\$ 4,798.84	\$ 0.1315	\$ 5,061.00	\$ 0.1387	\$ 262.16
	43,800	60%	\$ 5,750.03	\$ 0.1313	\$ 5,864.00	\$ 0.1339	\$ 113.97
	51,100	70%	\$ 6,701.22	\$ 0.1311	\$ 6,667.00	\$ 0.1305	\$ (34.22)
150	21,900	20%	\$ 2,896.46	\$ 0.1323	\$ 3,955.00	\$ 0.1806	\$ 1,058.54
	32,850	30%	\$ 4,323.25	\$ 0.1316	\$ 5,159.50	\$ 0.1571	\$ 836.26
	45,000	41%	\$ 5,906.39	\$ 0.1313	\$ 6,496.00	\$ 0.1444	\$ 589.61
	54,750	50%	\$ 7,176.82	\$ 0.1311	\$ 7,568.50	\$ 0.1382	\$ 391.68
	65,700	60%	\$ 8,603.60	\$ 0.1310	\$ 8,773.00	\$ 0.1335	\$ 169.40
	76,650	70%	\$ 10,030.39	\$ 0.1309	\$ 9,977.50	\$ 0.1302	\$ (52.89)
200	29,200	20%	\$ 3,847.65	\$ 0.1318	\$ 5,258.00	\$ 0.1801	\$ 1,410.35
	43,800	30%	\$ 5,750.03	\$ 0.1313	\$ 6,864.00	\$ 0.1567	\$ 1,113.97
	60,000	41%	\$ 7,860.89	\$ 0.1310	\$ 8,646.00	\$ 0.1441	\$ 785.11
	73,000	50%	\$ 9,554.79	\$ 0.1309	\$ 10,076.00	\$ 0.1380	\$ 521.21
	87,600	60%	\$ 11,457.17	\$ 0.1308	\$ 11,682.00	\$ 0.1334	\$ 224.83
	102,200	70%	\$ 13,359.55	\$ 0.1307	\$ 13,288.00	\$ 0.1300	\$ (71.55)
250	36,500	20%	\$ 4,798.84	\$ 0.1315	\$ 6,561.00	\$ 0.1798	\$ 1,762.16
	54,750	30%	\$ 7,176.82	\$ 0.1311	\$ 8,568.50	\$ 0.1565	\$ 1,391.69
	75,000	41%	\$ 9,815.39	\$ 0.1309	\$ 10,796.00	\$ 0.1439	\$ 980.61
	91,250	50%	\$ 11,932.77	\$ 0.1308	\$ 12,583.50	\$ 0.1379	\$ 650.74
	109,500	60%	\$ 14,310.74	\$ 0.1307	\$ 14,591.00	\$ 0.1333	\$ 280.26
	127,750	70%	\$ 16,688.72	\$ 0.1306	\$ 16,598.50	\$ 0.1299	\$ (90.21)
350	51,100	20%	\$ 6,701.22	\$ 0.1311	\$ 9,167.00	\$ 0.1794	\$ 2,465.78
	76,650	30%	\$ 10,030.39	\$ 0.1309	\$ 11,977.50	\$ 0.1563	\$ 1,947.12
	105,000	41%	\$ 13,724.39	\$ 0.1307	\$ 15,096.00	\$ 0.1438	\$ 1,371.61
	127,750	50%	\$ 16,688.72	\$ 0.1306	\$ 17,598.50	\$ 0.1378	\$ 909.79
	153,300	60%	\$ 20,017.88	\$ 0.1306	\$ 20,409.00	\$ 0.1331	\$ 391.12
	178,850	70%	\$ 23,347.05	\$ 0.1305	\$ 23,219.50	\$ 0.1298	\$ (127.54)
500	73,000	20%	\$ 9,554.79	\$ 0.1309	\$ 13,076.00	\$ 0.1791	\$ 3,521.21
	109,500	30%	\$ 14,310.74	\$ 0.1307	\$ 17,091.00	\$ 0.1561	\$ 2,780.26
	150,000	41%	\$ 19,587.89	\$ 0.1306	\$ 21,546.00	\$ 0.1436	\$ 1,958.11
	182,500	50%	\$ 23,822.64	\$ 0.1305	\$ 25,121.00	\$ 0.1376	\$ 1,298.36
	219,000	60%	\$ 28,578.59	\$ 0.1305	\$ 29,136.00	\$ 0.1330	\$ 557.41
	255,500	70%	\$ 33,334.54	\$ 0.1305	\$ 33,151.00	\$ 0.1297	\$ (183.54)

LARGE COMMERCIAL RATE (Greater than 25kW demand)

EXISTING COMMERCIAL RATE			PROPOSED LARGE COMMERCIAL RATE - Year 1		
Monthly:	\$	42.89 /Month	Monthly:	\$	46.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ - /kW		All kW	\$ 10.00 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.1303 /month		All kWh	\$ 0.1100 /kWh

EXISTING LARGE COMMERCIAL RATE vs. PROPOSED LARGE COMMERCIAL RATE
YEAR 2 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED LARGE COMMERCIAL RATE - YEAR 1		PROPOSED LARGE COMMERCIAL RATE - YEAR 2		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
25	3,650	20%	\$ 697.50	\$ 0.1911	\$ 725.60	\$ 0.1988	\$ 28.10
	5,475	30%	\$ 898.25	\$ 0.1641	\$ 933.65	\$ 0.1705	\$ 35.40
	7,500	41%	\$ 1,121.00	\$ 0.1495	\$ 1,164.50	\$ 0.1553	\$ 43.50
	9,125	50%	\$ 1,299.75	\$ 0.1424	\$ 1,349.75	\$ 0.1479	\$ 50.00
	10,950	60%	\$ 1,500.50	\$ 0.1370	\$ 1,557.80	\$ 0.1423	\$ 57.30
	12,775	70%	\$ 1,701.25	\$ 0.1332	\$ 1,765.85	\$ 0.1382	\$ 64.60
50	7,300	20%	\$ 1,349.00	\$ 0.1848	\$ 1,404.20	\$ 0.1924	\$ 55.20
	10,950	30%	\$ 1,750.50	\$ 0.1599	\$ 1,820.30	\$ 0.1662	\$ 69.80
	15,000	41%	\$ 2,196.00	\$ 0.1464	\$ 2,282.00	\$ 0.1521	\$ 86.00
	18,250	50%	\$ 2,553.50	\$ 0.1399	\$ 2,652.50	\$ 0.1453	\$ 99.00
	21,900	60%	\$ 2,955.00	\$ 0.1349	\$ 3,068.60	\$ 0.1401	\$ 113.60
	25,550	70%	\$ 3,356.50	\$ 0.1314	\$ 3,484.70	\$ 0.1364	\$ 128.20
75	10,950	20%	\$ 2,000.50	\$ 0.1827	\$ 2,082.80	\$ 0.1902	\$ 82.30
	16,425	30%	\$ 2,602.75	\$ 0.1585	\$ 2,706.95	\$ 0.1648	\$ 104.20
	22,500	41%	\$ 3,271.00	\$ 0.1454	\$ 3,399.50	\$ 0.1511	\$ 128.50
	27,375	50%	\$ 3,807.25	\$ 0.1391	\$ 3,955.25	\$ 0.1445	\$ 148.00
	32,850	60%	\$ 4,409.50	\$ 0.1342	\$ 4,579.40	\$ 0.1394	\$ 169.90
	38,325	70%	\$ 5,011.75	\$ 0.1308	\$ 5,203.55	\$ 0.1358	\$ 191.80
100	14,600	20%	\$ 2,652.00	\$ 0.1816	\$ 2,761.40	\$ 0.1891	\$ 109.40
	21,900	30%	\$ 3,455.00	\$ 0.1578	\$ 3,593.60	\$ 0.1641	\$ 138.60
	30,000	41%	\$ 4,346.00	\$ 0.1449	\$ 4,517.00	\$ 0.1506	\$ 171.00
	36,500	50%	\$ 5,061.00	\$ 0.1387	\$ 5,258.00	\$ 0.1441	\$ 197.00
	43,800	60%	\$ 5,864.00	\$ 0.1339	\$ 6,090.20	\$ 0.1390	\$ 226.20
	51,100	70%	\$ 6,667.00	\$ 0.1305	\$ 6,922.40	\$ 0.1355	\$ 255.40
150	21,900	20%	\$ 3,955.00	\$ 0.1806	\$ 4,118.60	\$ 0.1881	\$ 163.60
	32,850	30%	\$ 5,159.50	\$ 0.1571	\$ 5,366.90	\$ 0.1634	\$ 207.40
	45,000	41%	\$ 6,496.00	\$ 0.1444	\$ 6,752.00	\$ 0.1500	\$ 256.00
	54,750	50%	\$ 7,568.50	\$ 0.1382	\$ 7,863.50	\$ 0.1436	\$ 295.00
	65,700	60%	\$ 8,773.00	\$ 0.1335	\$ 9,111.80	\$ 0.1387	\$ 338.80
	76,650	70%	\$ 9,977.50	\$ 0.1302	\$ 10,360.10	\$ 0.1352	\$ 382.60
200	29,200	20%	\$ 5,258.00	\$ 0.1801	\$ 5,475.80	\$ 0.1875	\$ 217.80
	43,800	30%	\$ 6,864.00	\$ 0.1567	\$ 7,140.20	\$ 0.1630	\$ 276.20
	60,000	41%	\$ 8,646.00	\$ 0.1441	\$ 8,987.00	\$ 0.1498	\$ 341.00
	73,000	50%	\$ 10,076.00	\$ 0.1380	\$ 10,469.00	\$ 0.1434	\$ 393.00
	87,600	60%	\$ 11,682.00	\$ 0.1334	\$ 12,133.40	\$ 0.1385	\$ 451.40
	102,200	70%	\$ 13,288.00	\$ 0.1300	\$ 13,797.80	\$ 0.1350	\$ 509.80
250	36,500	20%	\$ 6,561.00	\$ 0.1798	\$ 6,833.00	\$ 0.1872	\$ 272.00
	54,750	30%	\$ 8,568.50	\$ 0.1565	\$ 8,913.50	\$ 0.1628	\$ 345.00
	75,000	41%	\$ 10,796.00	\$ 0.1439	\$ 11,222.00	\$ 0.1496	\$ 426.00
	91,250	50%	\$ 12,583.50	\$ 0.1379	\$ 13,074.50	\$ 0.1433	\$ 491.00
	109,500	60%	\$ 14,591.00	\$ 0.1333	\$ 15,155.00	\$ 0.1384	\$ 564.00
	127,750	70%	\$ 16,598.50	\$ 0.1299	\$ 17,235.50	\$ 0.1349	\$ 637.00
350	51,100	20%	\$ 9,167.00	\$ 0.1794	\$ 9,547.40	\$ 0.1868	\$ 380.40
	76,650	30%	\$ 11,977.50	\$ 0.1563	\$ 12,460.10	\$ 0.1626	\$ 482.60
	105,000	41%	\$ 15,096.00	\$ 0.1438	\$ 15,692.00	\$ 0.1494	\$ 596.00
	127,750	50%	\$ 17,598.50	\$ 0.1378	\$ 18,285.50	\$ 0.1431	\$ 687.00
	153,300	60%	\$ 20,409.00	\$ 0.1331	\$ 21,198.20	\$ 0.1383	\$ 789.20
	178,850	70%	\$ 23,219.50	\$ 0.1298	\$ 24,110.90	\$ 0.1348	\$ 891.40
500	73,000	20%	\$ 13,076.00	\$ 0.1791	\$ 13,619.00	\$ 0.1866	\$ 543.00
	109,500	30%	\$ 17,091.00	\$ 0.1561	\$ 17,780.00	\$ 0.1624	\$ 689.00
	150,000	41%	\$ 21,546.00	\$ 0.1436	\$ 22,397.00	\$ 0.1493	\$ 851.00
	182,500	50%	\$ 25,121.00	\$ 0.1376	\$ 26,102.00	\$ 0.1430	\$ 981.00
	219,000	60%	\$ 29,136.00	\$ 0.1330	\$ 30,263.00	\$ 0.1382	\$ 1,127.00
	255,500	70%	\$ 33,151.00	\$ 0.1297	\$ 34,424.00	\$ 0.1347	\$ 1,273.00

LARGE COMMERCIAL RATE (Greater than 25kW demand)

PROPOSED LARGE COMMERCIAL RATE - Year 1			PROPOSED LARGE COMMERCIAL RATE - Year 2		
Monthly:	\$	46.00 /Month	Monthly:	\$	47.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 10.00 /kW		All kW	\$ 10.50 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.1100 /month		All kWh	\$ 0.1140 /kWh

EXISTING LARGE COMMERCIAL RATE vs. PROPOSED LARGE COMMERCIAL RATE
YEAR 3 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED LARGE COMMERCIAL RATE - YEAR 2		PROPOSED LARGE COMMERCIAL RATE - YEAR 3		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
25	3,650	20%	\$ 725.60	\$ 0.1988	\$ 755.53	\$ 0.2070	\$ 29.93
	5,475	30%	\$ 933.65	\$ 0.1705	\$ 971.79	\$ 0.1775	\$ 38.14
	7,500	41%	\$ 1,164.50	\$ 0.1553	\$ 1,211.75	\$ 0.1616	\$ 47.25
	9,125	50%	\$ 1,349.75	\$ 0.1479	\$ 1,404.31	\$ 0.1539	\$ 54.56
	10,950	60%	\$ 1,557.80	\$ 0.1423	\$ 1,620.58	\$ 0.1480	\$ 62.78
	12,775	70%	\$ 1,765.85	\$ 0.1382	\$ 1,836.84	\$ 0.1438	\$ 70.99
50	7,300	20%	\$ 1,404.20	\$ 0.1924	\$ 1,463.05	\$ 0.2004	\$ 58.85
	10,950	30%	\$ 1,820.30	\$ 0.1662	\$ 1,895.58	\$ 0.1731	\$ 75.28
	15,000	41%	\$ 2,282.00	\$ 0.1521	\$ 2,375.50	\$ 0.1584	\$ 93.50
	18,250	50%	\$ 2,652.50	\$ 0.1453	\$ 2,760.63	\$ 0.1513	\$ 108.13
	21,900	60%	\$ 3,068.60	\$ 0.1401	\$ 3,193.15	\$ 0.1458	\$ 124.55
	25,550	70%	\$ 3,484.70	\$ 0.1364	\$ 3,625.68	\$ 0.1419	\$ 140.97
75	10,950	20%	\$ 2,082.80	\$ 0.1902	\$ 2,170.58	\$ 0.1982	\$ 87.77
	16,425	30%	\$ 2,706.95	\$ 0.1648	\$ 2,819.36	\$ 0.1717	\$ 112.41
	22,500	41%	\$ 3,399.50	\$ 0.1511	\$ 3,539.25	\$ 0.1573	\$ 139.75
	27,375	50%	\$ 3,955.25	\$ 0.1445	\$ 4,116.94	\$ 0.1504	\$ 161.69
	32,850	60%	\$ 4,579.40	\$ 0.1394	\$ 4,765.73	\$ 0.1451	\$ 186.33
	38,325	70%	\$ 5,203.55	\$ 0.1358	\$ 5,414.51	\$ 0.1413	\$ 210.96
100	14,600	20%	\$ 2,761.40	\$ 0.1891	\$ 2,878.10	\$ 0.1971	\$ 116.70
	21,900	30%	\$ 3,593.60	\$ 0.1641	\$ 3,743.15	\$ 0.1709	\$ 149.55
	30,000	41%	\$ 4,517.00	\$ 0.1506	\$ 4,703.00	\$ 0.1568	\$ 186.00
	36,500	50%	\$ 5,258.00	\$ 0.1441	\$ 5,473.25	\$ 0.1500	\$ 215.25
	43,800	60%	\$ 6,090.20	\$ 0.1390	\$ 6,338.30	\$ 0.1447	\$ 248.10
	51,100	70%	\$ 6,922.40	\$ 0.1355	\$ 7,203.35	\$ 0.1410	\$ 280.95
150	21,900	20%	\$ 4,118.60	\$ 0.1881	\$ 4,293.15	\$ 0.1960	\$ 174.55
	32,850	30%	\$ 5,366.90	\$ 0.1634	\$ 5,590.73	\$ 0.1702	\$ 223.83
	45,000	41%	\$ 6,752.00	\$ 0.1500	\$ 7,030.50	\$ 0.1562	\$ 278.50
	54,750	50%	\$ 7,863.50	\$ 0.1436	\$ 8,185.88	\$ 0.1495	\$ 322.38
	65,700	60%	\$ 9,111.80	\$ 0.1387	\$ 9,483.45	\$ 0.1443	\$ 371.65
	76,650	70%	\$ 10,360.10	\$ 0.1352	\$ 10,781.03	\$ 0.1407	\$ 420.92
200	29,200	20%	\$ 5,475.80	\$ 0.1875	\$ 5,708.20	\$ 0.1955	\$ 232.40
	43,800	30%	\$ 7,140.20	\$ 0.1630	\$ 7,438.30	\$ 0.1698	\$ 298.10
	60,000	41%	\$ 8,987.00	\$ 0.1498	\$ 9,358.00	\$ 0.1560	\$ 371.00
	73,000	50%	\$ 10,469.00	\$ 0.1434	\$ 10,898.50	\$ 0.1493	\$ 429.50
	87,600	60%	\$ 12,133.40	\$ 0.1385	\$ 12,628.60	\$ 0.1442	\$ 495.20
	102,200	70%	\$ 13,797.80	\$ 0.1350	\$ 14,358.70	\$ 0.1405	\$ 560.90
250	36,500	20%	\$ 6,833.00	\$ 0.1872	\$ 7,123.25	\$ 0.1952	\$ 290.25
	54,750	30%	\$ 8,913.50	\$ 0.1628	\$ 9,285.88	\$ 0.1696	\$ 372.38
	75,000	41%	\$ 11,222.00	\$ 0.1496	\$ 11,685.50	\$ 0.1558	\$ 463.50
	91,250	50%	\$ 13,074.50	\$ 0.1433	\$ 13,611.13	\$ 0.1492	\$ 536.63
	109,500	60%	\$ 15,155.00	\$ 0.1384	\$ 15,773.75	\$ 0.1441	\$ 618.75
	127,750	70%	\$ 17,235.50	\$ 0.1349	\$ 17,936.38	\$ 0.1404	\$ 700.88
350	51,100	20%	\$ 9,547.40	\$ 0.1868	\$ 9,953.35	\$ 0.1948	\$ 405.95
	76,650	30%	\$ 12,460.10	\$ 0.1626	\$ 12,981.03	\$ 0.1694	\$ 520.92
	105,000	41%	\$ 15,692.00	\$ 0.1494	\$ 16,340.50	\$ 0.1556	\$ 648.50
	127,750	50%	\$ 18,285.50	\$ 0.1431	\$ 19,036.38	\$ 0.1490	\$ 750.88
	153,300	60%	\$ 21,198.20	\$ 0.1383	\$ 22,064.05	\$ 0.1439	\$ 865.85
	178,850	70%	\$ 24,110.90	\$ 0.1348	\$ 25,091.73	\$ 0.1403	\$ 980.82
500	73,000	20%	\$ 13,619.00	\$ 0.1866	\$ 14,198.50	\$ 0.1945	\$ 579.50
	109,500	30%	\$ 17,780.00	\$ 0.1624	\$ 18,523.75	\$ 0.1692	\$ 743.75
	150,000	41%	\$ 22,397.00	\$ 0.1493	\$ 23,323.00	\$ 0.1555	\$ 926.00
	182,500	50%	\$ 26,102.00	\$ 0.1430	\$ 27,174.25	\$ 0.1489	\$ 1,072.25
	219,000	60%	\$ 30,263.00	\$ 0.1382	\$ 31,499.50	\$ 0.1438	\$ 1,236.50
	255,500	70%	\$ 34,424.00	\$ 0.1347	\$ 35,824.75	\$ 0.1402	\$ 1,400.75

LARGE COMMERCIAL RATE (Greater than 25kW demand)					
PROPOSED LARGE COMMERCIAL RATE - Year 2			PROPOSED LARGE COMMERCIAL RATE - Year 3		
Monthly:		\$ 47.00 /Month	Monthly:		\$ 48.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 10.50 /kW		All kW	\$ 11.00 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.1140 /month		All kWh	\$ 0.1185 /kWh

Proposed - Year 1			Proposed - Year 2			Proposed - Year 3		
INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE		
Base Charge	\$57.75	/Month	Base Charge	\$58.50	/Month	Base Charge	\$59.75	/Month
Demand Charge	7.50	\$/kW	Demand Charge	8.00	\$/kW	Demand Charge	8.40	\$/kW
Energy Charge	0.1036	\$/kWh	Energy Charge	0.1083	\$/kWh	Energy Charge	0.1124	\$/kWh

The Industrial and the Primary Meter rate class have been developed to meet the minimum cash flow goals and have been used to protect the residential and small commerce rates.

In the end the rates were designed for a total required revenue plan. It was discussed that Odessa would like to reach the full revenue requirement through a three to four year plan. As in residential, these rates should be reassessed in a year.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Industrial rate class has been designed to make up the minimum cash flow while being fair as possible to all users on the Odessa Power and Light system.

INDUSTRIAL RATE COMPARISON

YEAR 1 RATE CHANGE

Demand kW	Energy kWh	Load Factor	EXISTING INDUSTRIAL RATE		PROPOSED INDUSTRIAL RATE - YEAR 1		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,443.00	\$ 0.1491	\$ 5,714.15	\$ 0.1566	\$ 271.15
	54,750	30%	\$ 7,246.10	\$ 0.1323	\$ 7,604.85	\$ 0.1389	\$ 358.75
	75,000	41%	\$ 9,246.80	\$ 0.1233	\$ 9,702.75	\$ 0.1294	\$ 455.95
	91,250	50%	\$ 10,852.30	\$ 0.1189	\$ 11,386.25	\$ 0.1248	\$ 533.95
	109,500	60%	\$ 12,655.40	\$ 0.1156	\$ 13,276.95	\$ 0.1213	\$ 621.55
	127,750	70%	\$ 14,458.50	\$ 0.1132	\$ 15,167.65	\$ 0.1187	\$ 709.15
300	43,800	20%	\$ 6,520.24	\$ 0.1489	\$ 6,845.43	\$ 0.1563	\$ 325.19
	65,700	30%	\$ 8,683.96	\$ 0.1322	\$ 9,114.27	\$ 0.1387	\$ 430.31
	90,000	41%	\$ 11,084.80	\$ 0.1232	\$ 11,631.75	\$ 0.1292	\$ 546.95
	109,500	50%	\$ 13,011.40	\$ 0.1188	\$ 13,651.95	\$ 0.1247	\$ 640.55
	131,400	60%	\$ 15,175.12	\$ 0.1155	\$ 15,920.79	\$ 0.1212	\$ 745.67
	153,300	70%	\$ 17,338.84	\$ 0.1131	\$ 18,189.63	\$ 0.1187	\$ 850.79
400	58,400	20%	\$ 8,674.72	\$ 0.1485	\$ 9,107.99	\$ 0.1560	\$ 433.27
	87,600	30%	\$ 11,559.68	\$ 0.1320	\$ 12,133.11	\$ 0.1385	\$ 573.43
	120,000	41%	\$ 14,760.80	\$ 0.1230	\$ 15,489.75	\$ 0.1291	\$ 728.95
	146,000	50%	\$ 17,329.60	\$ 0.1187	\$ 18,183.35	\$ 0.1245	\$ 853.75
	175,200	60%	\$ 20,214.56	\$ 0.1154	\$ 21,208.47	\$ 0.1211	\$ 993.91
	204,400	70%	\$ 23,099.52	\$ 0.1130	\$ 24,233.59	\$ 0.1186	\$ 1,134.07
500	73,000	20%	\$ 10,829.20	\$ 0.1483	\$ 11,370.55	\$ 0.1558	\$ 541.35
	109,500	30%	\$ 14,435.40	\$ 0.1318	\$ 15,151.95	\$ 0.1384	\$ 716.55
	150,000	41%	\$ 18,436.80	\$ 0.1229	\$ 19,347.75	\$ 0.1290	\$ 910.95
	182,500	50%	\$ 21,647.80	\$ 0.1186	\$ 22,714.75	\$ 0.1245	\$ 1,066.95
	219,000	60%	\$ 25,254.00	\$ 0.1153	\$ 26,496.15	\$ 0.1210	\$ 1,242.15
	255,500	70%	\$ 28,860.20	\$ 0.1130	\$ 30,277.55	\$ 0.1185	\$ 1,417.35
600	87,600	20%	\$ 12,983.68	\$ 0.1482	\$ 13,633.11	\$ 0.1556	\$ 649.43
	131,400	30%	\$ 17,311.12	\$ 0.1317	\$ 18,170.79	\$ 0.1383	\$ 859.67
	180,000	41%	\$ 22,112.80	\$ 0.1228	\$ 23,205.75	\$ 0.1289	\$ 1,092.95
	219,000	50%	\$ 25,966.00	\$ 0.1186	\$ 27,246.15	\$ 0.1244	\$ 1,280.15
	262,800	60%	\$ 30,293.44	\$ 0.1153	\$ 31,783.83	\$ 0.1209	\$ 1,490.39
	306,600	70%	\$ 34,620.88	\$ 0.1129	\$ 36,321.51	\$ 0.1185	\$ 1,700.63

INDUSTRIAL RATE					
EXISTING INDUSTRIAL RATE			PROPOSED INDUSTRIAL RATE - YEAR 1		
Monthly Charge:	\$	56.80 /Month	Monthly Charge:	\$	57.75 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 7.12 /kW		All kW	\$ 7.50 /kW
Energy Charge:			Energy Charge:		
First	50 kWh	\$ 0.0988 /kWh		ALL kWh	\$ 0.1036 /kWh

INDUSTRIAL RATE COMPARISON

YEAR 2 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED INDUSTRIAL RATE - YEAR 1		PROPOSED INDUSTRIAL RATE - YEAR 2		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,714.15	\$ 0.1566	\$ 6,011.45	\$ 0.1647	\$ 297.30
	54,750	30%	\$ 7,604.85	\$ 0.1389	\$ 7,987.93	\$ 0.1459	\$ 383.08
	75,000	41%	\$ 9,702.75	\$ 0.1294	\$ 10,181.00	\$ 0.1357	\$ 478.25
	91,250	50%	\$ 11,386.25	\$ 0.1248	\$ 11,940.88	\$ 0.1309	\$ 554.63
	109,500	60%	\$ 13,276.95	\$ 0.1213	\$ 13,917.35	\$ 0.1271	\$ 640.40
	127,750	70%	\$ 15,167.65	\$ 0.1187	\$ 15,893.83	\$ 0.1244	\$ 726.17
300	43,800	20%	\$ 6,845.43	\$ 0.1563	\$ 7,202.04	\$ 0.1644	\$ 356.61
	65,700	30%	\$ 9,114.27	\$ 0.1387	\$ 9,573.81	\$ 0.1457	\$ 459.54
	90,000	41%	\$ 11,631.75	\$ 0.1292	\$ 12,205.50	\$ 0.1356	\$ 573.75
	109,500	50%	\$ 13,651.95	\$ 0.1247	\$ 14,317.35	\$ 0.1308	\$ 665.40
	131,400	60%	\$ 15,920.79	\$ 0.1212	\$ 16,689.12	\$ 0.1270	\$ 768.33
	153,300	70%	\$ 18,189.63	\$ 0.1187	\$ 19,060.89	\$ 0.1243	\$ 871.26
400	58,400	20%	\$ 9,107.99	\$ 0.1560	\$ 9,583.22	\$ 0.1641	\$ 475.23
	87,600	30%	\$ 12,133.11	\$ 0.1385	\$ 12,745.58	\$ 0.1455	\$ 612.47
	120,000	41%	\$ 15,489.75	\$ 0.1291	\$ 16,254.50	\$ 0.1355	\$ 764.75
	146,000	50%	\$ 18,183.35	\$ 0.1245	\$ 19,070.30	\$ 0.1306	\$ 886.95
	175,200	60%	\$ 21,208.47	\$ 0.1211	\$ 22,232.66	\$ 0.1269	\$ 1,024.19
	204,400	70%	\$ 24,233.59	\$ 0.1186	\$ 25,395.02	\$ 0.1242	\$ 1,161.43
500	73,000	20%	\$ 11,370.55	\$ 0.1558	\$ 11,964.40	\$ 0.1639	\$ 593.85
	109,500	30%	\$ 15,151.95	\$ 0.1384	\$ 15,917.35	\$ 0.1454	\$ 765.40
	150,000	41%	\$ 19,347.75	\$ 0.1290	\$ 20,303.50	\$ 0.1354	\$ 955.75
	182,500	50%	\$ 22,714.75	\$ 0.1245	\$ 23,823.25	\$ 0.1305	\$ 1,108.50
	219,000	60%	\$ 26,496.15	\$ 0.1210	\$ 27,776.20	\$ 0.1268	\$ 1,280.05
	255,500	70%	\$ 30,277.55	\$ 0.1185	\$ 31,729.15	\$ 0.1242	\$ 1,451.60
600	87,600	20%	\$ 13,633.11	\$ 0.1556	\$ 14,345.58	\$ 0.1638	\$ 712.47
	131,400	30%	\$ 18,170.79	\$ 0.1383	\$ 19,089.12	\$ 0.1453	\$ 918.33
	180,000	41%	\$ 23,205.75	\$ 0.1289	\$ 24,352.50	\$ 0.1353	\$ 1,146.75
	219,000	50%	\$ 27,246.15	\$ 0.1244	\$ 28,576.20	\$ 0.1305	\$ 1,330.05
	262,800	60%	\$ 31,783.83	\$ 0.1209	\$ 33,319.74	\$ 0.1268	\$ 1,535.91
	306,600	70%	\$ 36,321.51	\$ 0.1185	\$ 38,063.28	\$ 0.1241	\$ 1,741.77

INDUSTRIAL RATE					
PROPOSED INDUSTRIAL RATE - YEAR 1			PROPOSED INDUSTRIAL RATE - YEAR 2		
Monthly Charge:	\$	57.75 /Month	Monthly Charge:	\$	58.50 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 7.50 /kW		All kW	\$ 8.00 /kW
Energy Charge:			Energy Charge:		
First	50 kWh	\$ 0.1036 /kWh		ALL kWh	\$ 0.1083 /kWh

INDUSTRIAL RATE COMPARISON

YEAR 3 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED INDUSTRIAL RATE - YEAR 2		PROPOSED INDUSTRIAL RATE - YEAR 3		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 6,011.45	\$ 0.1647	\$ 6,262.35	\$ 0.1716	\$ 250.90
	54,750	30%	\$ 7,987.93	\$ 0.1459	\$ 8,313.65	\$ 0.1518	\$ 325.73
	75,000	41%	\$ 10,181.00	\$ 0.1357	\$ 10,589.75	\$ 0.1412	\$ 408.75
	91,250	50%	\$ 11,940.88	\$ 0.1309	\$ 12,416.25	\$ 0.1361	\$ 475.38
	109,500	60%	\$ 13,917.35	\$ 0.1271	\$ 14,467.55	\$ 0.1321	\$ 550.20
	127,750	70%	\$ 15,893.83	\$ 0.1244	\$ 16,518.85	\$ 0.1293	\$ 625.03
300	43,800	20%	\$ 7,202.04	\$ 0.1644	\$ 7,502.87	\$ 0.1713	\$ 300.83
	65,700	30%	\$ 9,573.81	\$ 0.1457	\$ 9,964.43	\$ 0.1517	\$ 390.62
	90,000	41%	\$ 12,205.50	\$ 0.1356	\$ 12,695.75	\$ 0.1411	\$ 490.25
	109,500	50%	\$ 14,317.35	\$ 0.1308	\$ 14,887.55	\$ 0.1360	\$ 570.20
	131,400	60%	\$ 16,689.12	\$ 0.1270	\$ 17,349.11	\$ 0.1320	\$ 659.99
	153,300	70%	\$ 19,060.89	\$ 0.1243	\$ 19,810.67	\$ 0.1292	\$ 749.78
400	58,400	20%	\$ 9,583.22	\$ 0.1641	\$ 9,983.91	\$ 0.1710	\$ 400.69
	87,600	30%	\$ 12,745.58	\$ 0.1455	\$ 13,265.99	\$ 0.1514	\$ 520.41
	120,000	41%	\$ 16,254.50	\$ 0.1355	\$ 16,907.75	\$ 0.1409	\$ 653.25
	146,000	50%	\$ 19,070.30	\$ 0.1306	\$ 19,830.15	\$ 0.1358	\$ 759.85
	175,200	60%	\$ 22,232.66	\$ 0.1269	\$ 23,112.23	\$ 0.1319	\$ 879.57
	204,400	70%	\$ 25,395.02	\$ 0.1242	\$ 26,394.31	\$ 0.1291	\$ 999.29
500	73,000	20%	\$ 11,964.40	\$ 0.1639	\$ 12,464.95	\$ 0.1708	\$ 500.55
	109,500	30%	\$ 15,917.35	\$ 0.1454	\$ 16,567.55	\$ 0.1513	\$ 650.20
	150,000	41%	\$ 20,303.50	\$ 0.1354	\$ 21,119.75	\$ 0.1408	\$ 816.25
	182,500	50%	\$ 23,823.25	\$ 0.1305	\$ 24,772.75	\$ 0.1357	\$ 949.50
	219,000	60%	\$ 27,776.20	\$ 0.1268	\$ 28,875.35	\$ 0.1319	\$ 1,099.15
	255,500	70%	\$ 31,729.15	\$ 0.1242	\$ 32,977.95	\$ 0.1291	\$ 1,248.80
600	87,600	20%	\$ 14,345.58	\$ 0.1638	\$ 14,945.99	\$ 0.1706	\$ 600.41
	131,400	30%	\$ 19,089.12	\$ 0.1453	\$ 19,869.11	\$ 0.1512	\$ 779.99
	180,000	41%	\$ 24,352.50	\$ 0.1353	\$ 25,331.75	\$ 0.1407	\$ 979.25
	219,000	50%	\$ 28,576.20	\$ 0.1305	\$ 29,715.35	\$ 0.1357	\$ 1,139.15
	262,800	60%	\$ 33,319.74	\$ 0.1268	\$ 34,638.47	\$ 0.1318	\$ 1,318.73
	306,600	70%	\$ 38,063.28	\$ 0.1241	\$ 39,561.59	\$ 0.1290	\$ 1,498.31

INDUSTRIAL RATE					
PROPOSED INDUSTRIAL RATE - YEAR 2			PROPOSED INDUSTRIAL RATE - YEAR 3		
Monthly Charge:	\$	58.50 /Month	Monthly Charge:	\$	59.75 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 8.00 /kW		All kW	\$ 8.40 /kW
Energy Charge:			Energy Charge:		
First	50 kWh	\$ 0.1083 /kWh		ALL kWh	\$ 0.1124 /kWh

Proposed - Year 1			Proposed - Year 2			Proposed - Year 3		
PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE		
Base Charge	\$60.00	/Month	Base Charge	\$62.00	/Month	Base Charge	\$64.00	/Month
Demand Charge	8.00	\$/kW	Demand Charge	8.70	\$/kW	Demand Charge	9.00	\$/kW
Energy Charge	0.0998	\$/kWh	Energy Charge	0.1000	\$/kWh	Energy Charge	0.1001	\$/kWh

The Primary Meter rate has been adjusted to reach the full revenue requirement assigned to this rate class as determined in the cost of service from 2026. Industrial rate changes were used as guidance on the rate changes with the cost of service results as a boundary.

In the end the rates were designed for a total required revenue plan. It was discussed that Odessa would like to reach the full revenue requirement through a three to four year plan. As in residential, these rates should be reassessed in a year.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Prime Metered rate class has been designed to more fully reflect the rate class cost for service and to make up the minimum cash flow while being fair as possible to all users on the Odessa Power and Light system.

PRIMARY METERING RATE COMPARISON

YEAR 1 RATE CHANGE

Demand kW	Energy kWh	Load Factor	EXISTING PRIMARY RATE		PROPOSED PRIMARY RATE - YEAR 1		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,264.79	\$ 0.1442	\$ 5,702.70	\$ 0.1562	\$ 437.91
	54,750	30%	\$ 6,972.99	\$ 0.1274	\$ 7,524.05	\$ 0.1374	\$ 551.06
	75,000	41%	\$ 8,868.39	\$ 0.1182	\$ 9,545.00	\$ 0.1273	\$ 676.61
	91,250	50%	\$ 10,389.39	\$ 0.1139	\$ 11,166.75	\$ 0.1224	\$ 777.36
	109,500	60%	\$ 12,097.59	\$ 0.1105	\$ 12,988.10	\$ 0.1186	\$ 890.51
	127,750	70%	\$ 13,805.79	\$ 0.1081	\$ 14,809.45	\$ 0.1159	\$ 1,003.66
300	43,800	20%	\$ 6,304.07	\$ 0.1439	\$ 6,831.24	\$ 0.1560	\$ 527.17
	65,700	30%	\$ 8,353.91	\$ 0.1272	\$ 9,016.86	\$ 0.1372	\$ 662.95
	90,000	41%	\$ 10,628.39	\$ 0.1181	\$ 11,442.00	\$ 0.1271	\$ 813.61
	109,500	50%	\$ 12,453.59	\$ 0.1137	\$ 13,388.10	\$ 0.1223	\$ 934.51
	131,400	60%	\$ 14,503.43	\$ 0.1104	\$ 15,573.72	\$ 0.1185	\$ 1,070.29
	153,300	70%	\$ 16,553.27	\$ 0.1080	\$ 17,759.34	\$ 0.1158	\$ 1,206.07
400	58,400	20%	\$ 8,382.63	\$ 0.1435	\$ 9,088.32	\$ 0.1556	\$ 705.69
	87,600	30%	\$ 11,115.75	\$ 0.1269	\$ 12,002.48	\$ 0.1370	\$ 886.73
	120,000	41%	\$ 14,148.39	\$ 0.1179	\$ 15,236.00	\$ 0.1270	\$ 1,087.61
	146,000	50%	\$ 16,581.99	\$ 0.1136	\$ 17,830.80	\$ 0.1221	\$ 1,248.81
	175,200	60%	\$ 19,315.11	\$ 0.1102	\$ 20,744.96	\$ 0.1184	\$ 1,429.85
	204,400	70%	\$ 22,048.23	\$ 0.1079	\$ 23,659.12	\$ 0.1157	\$ 1,610.89
500	73,000	20%	\$ 10,461.19	\$ 0.1433	\$ 11,345.40	\$ 0.1554	\$ 884.21
	109,500	30%	\$ 13,877.59	\$ 0.1267	\$ 14,988.10	\$ 0.1369	\$ 1,110.51
	150,000	41%	\$ 17,668.39	\$ 0.1178	\$ 19,030.00	\$ 0.1269	\$ 1,361.61
	182,500	50%	\$ 20,710.39	\$ 0.1135	\$ 22,273.50	\$ 0.1220	\$ 1,563.11
	219,000	60%	\$ 24,126.79	\$ 0.1102	\$ 25,916.20	\$ 0.1183	\$ 1,789.41
	255,500	70%	\$ 27,543.19	\$ 0.1078	\$ 29,558.90	\$ 0.1157	\$ 2,015.71
600	87,600	20%	\$ 12,539.75	\$ 0.1431	\$ 13,602.48	\$ 0.1553	\$ 1,062.73
	131,400	30%	\$ 16,639.43	\$ 0.1266	\$ 17,973.72	\$ 0.1368	\$ 1,334.29
	180,000	41%	\$ 21,188.39	\$ 0.1177	\$ 22,824.00	\$ 0.1268	\$ 1,635.61
	219,000	50%	\$ 24,838.79	\$ 0.1134	\$ 26,716.20	\$ 0.1220	\$ 1,877.41
	262,800	60%	\$ 28,938.47	\$ 0.1101	\$ 31,087.44	\$ 0.1183	\$ 2,148.97
	306,600	70%	\$ 33,038.15	\$ 0.1078	\$ 35,458.68	\$ 0.1157	\$ 2,420.53

PRIMARY RATE					
EXISTING PRIMARY RATE			PROPOSED PRIMARY RATE - YEAR 1		
Monthly Charge:	\$	68.39 /Month	Monthly Charge:	\$	60.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 7.12 /kW		All kW	\$ 8.00 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.0936 /kWh		ALL kWh	\$ 0.0998 /kWh

PRIMARY METERING RATE COMPARISON

YEAR 2 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED PRIMARY RATE - YEAR 1		PROPOSED PRIMARY RATE - YEAR 2		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,702.70	\$ 0.1562	\$ 5,887.00	\$ 0.1613	\$ 184.30
	54,750	30%	\$ 7,524.05	\$ 0.1374	\$ 7,712.00	\$ 0.1409	\$ 187.95
	75,000	41%	\$ 9,545.00	\$ 0.1273	\$ 9,737.00	\$ 0.1298	\$ 192.00
	91,250	50%	\$ 11,166.75	\$ 0.1224	\$ 11,362.00	\$ 0.1245	\$ 195.25
	109,500	60%	\$ 12,988.10	\$ 0.1186	\$ 13,187.00	\$ 0.1204	\$ 198.90
	127,750	70%	\$ 14,809.45	\$ 0.1159	\$ 15,012.00	\$ 0.1175	\$ 202.55
300	43,800	20%	\$ 6,831.24	\$ 0.1560	\$ 7,052.00	\$ 0.1610	\$ 220.76
	65,700	30%	\$ 9,016.86	\$ 0.1372	\$ 9,242.00	\$ 0.1407	\$ 225.14
	90,000	41%	\$ 11,442.00	\$ 0.1271	\$ 11,672.00	\$ 0.1297	\$ 230.00
	109,500	50%	\$ 13,388.10	\$ 0.1223	\$ 13,622.00	\$ 0.1244	\$ 233.90
	131,400	60%	\$ 15,573.72	\$ 0.1185	\$ 15,812.00	\$ 0.1203	\$ 238.28
	153,300	70%	\$ 17,759.34	\$ 0.1158	\$ 18,002.00	\$ 0.1174	\$ 242.66
400	58,400	20%	\$ 9,088.32	\$ 0.1556	\$ 9,382.00	\$ 0.1607	\$ 293.68
	87,600	30%	\$ 12,002.48	\$ 0.1370	\$ 12,302.00	\$ 0.1404	\$ 299.52
	120,000	41%	\$ 15,236.00	\$ 0.1270	\$ 15,542.00	\$ 0.1295	\$ 306.00
	146,000	50%	\$ 17,830.80	\$ 0.1221	\$ 18,142.00	\$ 0.1243	\$ 311.20
	175,200	60%	\$ 20,744.96	\$ 0.1184	\$ 21,062.00	\$ 0.1202	\$ 317.04
	204,400	70%	\$ 23,659.12	\$ 0.1157	\$ 23,982.00	\$ 0.1173	\$ 322.88
500	73,000	20%	\$ 11,345.40	\$ 0.1554	\$ 11,712.00	\$ 0.1604	\$ 366.60
	109,500	30%	\$ 14,988.10	\$ 0.1369	\$ 15,362.00	\$ 0.1403	\$ 373.90
	150,000	41%	\$ 19,030.00	\$ 0.1269	\$ 19,412.00	\$ 0.1294	\$ 382.00
	182,500	50%	\$ 22,273.50	\$ 0.1220	\$ 22,662.00	\$ 0.1242	\$ 388.50
	219,000	60%	\$ 25,916.20	\$ 0.1183	\$ 26,312.00	\$ 0.1201	\$ 395.80
	255,500	70%	\$ 29,558.90	\$ 0.1157	\$ 29,962.00	\$ 0.1173	\$ 403.10
600	87,600	20%	\$ 13,602.48	\$ 0.1553	\$ 14,042.00	\$ 0.1603	\$ 439.52
	131,400	30%	\$ 17,973.72	\$ 0.1368	\$ 18,422.00	\$ 0.1402	\$ 448.28
	180,000	41%	\$ 22,824.00	\$ 0.1268	\$ 23,282.00	\$ 0.1293	\$ 458.00
	219,000	50%	\$ 26,716.20	\$ 0.1220	\$ 27,182.00	\$ 0.1241	\$ 465.80
	262,800	60%	\$ 31,087.44	\$ 0.1183	\$ 31,562.00	\$ 0.1201	\$ 474.56
	306,600	70%	\$ 35,458.68	\$ 0.1157	\$ 35,942.00	\$ 0.1172	\$ 483.32

PRIMARY RATE					
PROPOSED PRIMARY RATE - YEAR 1			PROPOSED PRIMARY RATE - YEAR 2		
Monthly Charge:	\$	60.00 /Month	Monthly Charge:	\$	62.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 8.00 /kW		All kW	\$ 8.70 /kW
Energy Charge:			Energy Charge:		
	ALL kWh	\$ 0.0998 /kWh		ALL kWh	\$ 0.1000 /kWh

PRIMARY METERING RATE COMPARISON

YEAR 3 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED PRIMARY RATE YEAR 2		PROPOSED PRIMARY RATE YEAR 3		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,887.00	\$ 0.1613	\$ 5,967.65	\$ 0.1635	\$ 80.65
	54,750	30%	\$ 7,712.00	\$ 0.1409	\$ 7,794.48	\$ 0.1424	\$ 82.47
	75,000	41%	\$ 9,737.00	\$ 0.1298	\$ 9,821.50	\$ 0.1310	\$ 84.50
	91,250	50%	\$ 11,362.00	\$ 0.1245	\$ 11,448.13	\$ 0.1255	\$ 86.13
	109,500	60%	\$ 13,187.00	\$ 0.1204	\$ 13,274.95	\$ 0.1212	\$ 87.95
	127,750	70%	\$ 15,012.00	\$ 0.1175	\$ 15,101.78	\$ 0.1182	\$ 89.77
300	43,800	20%	\$ 7,052.00	\$ 0.1610	\$ 7,148.38	\$ 0.1632	\$ 96.38
	65,700	30%	\$ 9,242.00	\$ 0.1407	\$ 9,340.57	\$ 0.1422	\$ 98.57
	90,000	41%	\$ 11,672.00	\$ 0.1297	\$ 11,773.00	\$ 0.1308	\$ 101.00
	109,500	50%	\$ 13,622.00	\$ 0.1244	\$ 13,724.95	\$ 0.1253	\$ 102.95
	131,400	60%	\$ 15,812.00	\$ 0.1203	\$ 15,917.14	\$ 0.1211	\$ 105.14
	153,300	70%	\$ 18,002.00	\$ 0.1174	\$ 18,109.33	\$ 0.1181	\$ 107.33
400	58,400	20%	\$ 9,382.00	\$ 0.1607	\$ 9,509.84	\$ 0.1628	\$ 127.84
	87,600	30%	\$ 12,302.00	\$ 0.1404	\$ 12,432.76	\$ 0.1419	\$ 130.76
	120,000	41%	\$ 15,542.00	\$ 0.1295	\$ 15,676.00	\$ 0.1306	\$ 134.00
	146,000	50%	\$ 18,142.00	\$ 0.1243	\$ 18,278.60	\$ 0.1252	\$ 136.60
	175,200	60%	\$ 21,062.00	\$ 0.1202	\$ 21,201.52	\$ 0.1210	\$ 139.52
	204,400	70%	\$ 23,982.00	\$ 0.1173	\$ 24,124.44	\$ 0.1180	\$ 142.44
500	73,000	20%	\$ 11,712.00	\$ 0.1604	\$ 11,871.30	\$ 0.1626	\$ 159.30
	109,500	30%	\$ 15,362.00	\$ 0.1403	\$ 15,524.95	\$ 0.1418	\$ 162.95
	150,000	41%	\$ 19,412.00	\$ 0.1294	\$ 19,579.00	\$ 0.1305	\$ 167.00
	182,500	50%	\$ 22,662.00	\$ 0.1242	\$ 22,832.25	\$ 0.1251	\$ 170.25
	219,000	60%	\$ 26,312.00	\$ 0.1201	\$ 26,485.90	\$ 0.1209	\$ 173.90
	255,500	70%	\$ 29,962.00	\$ 0.1173	\$ 30,139.55	\$ 0.1180	\$ 177.55
600	87,600	20%	\$ 14,042.00	\$ 0.1603	\$ 14,232.76	\$ 0.1625	\$ 190.76
	131,400	30%	\$ 18,422.00	\$ 0.1402	\$ 18,617.14	\$ 0.1417	\$ 195.14
	180,000	41%	\$ 23,282.00	\$ 0.1293	\$ 23,482.00	\$ 0.1305	\$ 200.00
	219,000	50%	\$ 27,182.00	\$ 0.1241	\$ 27,385.90	\$ 0.1250	\$ 203.90
	262,800	60%	\$ 31,562.00	\$ 0.1201	\$ 31,770.28	\$ 0.1209	\$ 208.28
	306,600	70%	\$ 35,942.00	\$ 0.1172	\$ 36,154.66	\$ 0.1179	\$ 212.66

PRIMARY RATE					
PROPOSED PRIMARY RATE - YEAR 2			PROPOSED PRIMARY RATE - YEAR 3		
Monthly Charge:	\$	62.00 /Month	Monthly Charge:	\$	64.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 8.70 /kW		All kW	\$ 9.00 /kW
Energy Charge:			Energy Charge:		
	ALL kWh	\$ 0.1000 /kWh		ALL kWh	\$ 0.1001 /kWh

Purchased Power Adjustment

PPA – Purchased Power Adjustment: The PPA provides a way to spread the volatility of the cost for purchasing power from MPUA.

Odessa purchases power exclusively from the MPUA pool.

The cost for providing power includes the following:

- Wheeling – Cost to maintain transmission lines to bring the power from multiple other municipal generators to Odessa.
- Power Production – Fuel, Maintenance, Equipment costs.
- Administrative – Office costs to keep records, bill, and answer questions at the MPUA and each of the generating facilities.
- Special Loans and Investments – These can be loans or costs that keep the system going through severe weather events and/or expansions in capacity.

The MPUA billing total is quite dynamic. Statistics for the 38 prior months were examined and the following were determined:

- The bill can jump as much as \$70k from month to month.
- The current all in cost has been from 9.61¢/kWh to 10.00¢/kWh over the 38 months (including other costs).

The equation for the new PPA is as follows:

$$PPA_{\text{Adjustment}} = \text{Average}_{6 \text{ Months}} \left(\frac{\text{MPUA } \$}{\text{kWh Purchased}} \right) - \text{Base MPUA Cost} \quad (\$/\text{kWh})$$

Where,

$PPA_{\text{Adjustment}}$ = Purchased Power Cost Adjustment to the \$/kWh for the month across all rate classes

MPUA \$ = Total MPUA Monthly Bill

kWh Purchased = Total kWh energy purchased as shown on the MPUA bill

$\text{Average}_{6 \text{ Months}} (\text{MPUA } \$/\text{kWh Purchased})$ = Six month average of the \$/kWh paid for purchased power from MPUA where the kWhs are the monthly kWhs purchased as indicated on the MPUA bill

Base MPUA Cost = Base cost is the \$/kWh and is set by city ordinance based on average cost and slight offset to reduce risk from volatility in the pricing month to month

See the Spreadsheet and instructions in the workbook with the spreadsheet to perform monthly adjustment calculations.

Purchased Power Adjustment (PPA) formula. The rates established by this division for electric energy shall be adjusted for any changes of rates hereafter made by the supplier of electricity purchased by the city or by any subsequent supplier. The city is hereby empowered and directed to determine the amount of said change upon a per kWh basis and to thereafter, effective for the billing period next following the effective date of change of rates, increase or decrease the rates charged all purchasers of electricity from the city. For each 0.01 cent above or below or major fraction thereof, in the city's monthly base purchased power cost of 9.40 cents per kWh in the six months preceding the billing period, there shall be correspondingly added to or subtracted from each customer's bill, an amount equal to adjustment in cents per kWh times the total kWh billed to the customers, on all of the city's metered kilowatt hour rates.

Sec. 48-603. Commercial service.

- (a) *Availability.* Commercial electrical service is available to any commercial customer at points on the city power and light company's existing secondary distribution lines with the area served by the city power and light. The nameplate rating of any individual motor shall not exceed five horsepower and the combined nameplate rating of all motors, excluding fractional horsepower motors, shall not exceed ten horsepower unless otherwise approved by the superintendent.
- (b) *Character of service.* The character of commercial electrical service available is alternating current, 60 cycles, 120/240 volt single-phase, or where available and at the option of the city power and light 120/240 volt three-phase, four wire delta, or 120/208 volt three-phase, four wire wye.

i. Subclasses:

1. Small Commercial electric service is any commercial electric service that sustains less than 25kW demand averaged over four months.

2. Large Commercial electric service is any commercial electric service that averages over 25kW demand over four months. Once a service qualifies for Large Commercial it must sustain a demand less than 25kW for four months to be reassigned to Small Commercial.

- (c) *Application.* Commercial electrical service is intended for single-phase or three-phase service for all commercial uses in commercial establishments, where the city power and light is the sole source of supply.
- (d) *Special rule.* Apartment houses, rooming houses and property rented to transients shall be on commercial rates unless separate meters are provided for each apartment or tenant.
- (e) Changing from Small to Large or Large to Small Commercial requires application and review of four month average demand for qualification.

~~{Ord. No. 2984, § 1(B), 2-25-2019; Ord. No. 3029, § 1(B), 3-22-2021}~~

Sec. 48-633. Rate adjustments.

- (a) **Energy cost adjustment (ECA)-Purchased Power Adjustment (PPA) formula.** The rates established by this division for electric energy shall be adjusted for any changes of rates hereafter made by the supplier of electricity purchased by the city or by any subsequent supplier. The city is hereby empowered and directed to determine the amount of said change upon a per kWh basis and to thereafter, effective for the billing period next following the effective date of change of rates, increase the rates charged all purchasers of electricity from the city. For each 0.01 cent **increase-above** or **decreasebelow** or major fraction thereof, in the city's monthly base purchased power cost of **8.029.40** cents per kWh in the **three six** months preceding the billing period, there shall be correspondingly added to or subtracted from each customer's bill, an amount equal to **0.01adjustment in** cents per kWh times the total kWh billed to the customers, on all of the city's metered kilowatt hour rates.
- (b) **Annual electric operations adjustment (AOA).**
- (1) **Three Year Rate Plan:** The following chart is the three year rate plan for all rate classes. The yearly changes must be approved by the board to come into effect. If the new rate is not passed before the end of March, a three and one half percent automatic increase will be made to ensure inflation and other costs are met.

Proposed Rates								
Three Year Plan - Block Rates								
PROPOSED RATES - YEAR 1			PROPOSED RATES - YEAR 2			PROPOSED RATES - YEAR 3		
RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE		
Base Charge	\$22.50	/Month	Base Charge	\$23.00	/Month	Base Charge	\$24.00	/Month
Energy Charge			Energy Charge			Energy Charge		
First 600 kWh	\$0.0990	/kWh	First 600 kWh	\$0.0997	/kWh	First 600 kWh	\$0.1000	/kWh
Next 1400 kWh	\$0.1063	/kWh	Next 1400 kWh	\$0.1143	/kWh	Next 1400 kWh	\$0.1210	/kWh
Over 2000 kWh	\$0.1103	/kWh	Over 2000 kWh	\$0.1223	/kWh	Over 2000 kWh	\$0.1330	/kWh
Percent Change	6.0%		Percent Change	3.6%		Percent Change	3.7%	
SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE		
Base Charge	\$27.00	/Month	Base Charge	\$28.00	/Month	Base Charge	\$29.15	/Month
Energy Charge	\$0.1250	/kWh	Energy Charge	\$0.1300	/kWh	Energy Charge	\$0.1352	/kWh
Percent Change	-17.7%		Percent Change	3.9%		Percent Change	3.9%	
LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE		
Base Charge	\$46.00	/Month	Base Charge	\$47.00	/Month	Base Charge	\$48.00	/Month
Demand Charge	\$10.00	/kW	Demand Charge	\$10.50	/kW	Demand Charge	\$11.00	/kW
Energy Charge	\$0.1100	/kWh	Energy Charge	\$0.1140	/kWh	Energy Charge	\$0.1185	/kWh
Percent Change	12.1%		Percent Change	3.9%		Percent Change	4.1%	
INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE		
Base Charge	\$57.75	/Month	Base Charge	\$58.50	/Month	Base Charge	\$59.75	/Month
Demand Charge	\$7.50	/kW	Demand Charge	\$8.00	/kW	Demand Charge	\$8.40	/kW
Energy Charge	\$0.1036	/kWh	Energy Charge	\$0.1083	/kWh	Energy Charge	\$0.1124	/kWh
Percent Change	4.9%		Percent Change	4.9%		Percent Change	4.0%	
PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE		
Base Charge	\$60.00	/Month	Base Charge	\$62.00	/Month	Base Charge	\$64.00	/Month
Demand Charge	\$8.00	/kW	Demand Charge	\$8.70	/kW	Demand Charge	\$9.00	/kW
Energy Charge	\$0.0998	/kWh	Energy Charge	\$0.1000	/kWh	Energy Charge	\$0.1001	/kWh
Percent Change	7.7%		Percent Change	2.1%		Percent Change	0.9%	
SECURITY LIGHTS			SECURITY LIGHTS			SECURITY LIGHTS		
All	\$8.50	/Month	All	\$8.50	/Month	All	\$8.50	/Month
Estimate Annual Revenue	\$	360,219	Estimate Annual Revenue	\$	688,280	Estimate Annual Revenue	\$	994,892

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- (2) *Non-demand metered rates.* For residential and commercial rates and all other non-demand metered rates, the energy charges in this division are subject to an annual operations adjustment. Commencing with the first billing date for each consumer of each year, there shall be a three ~~and one half~~ percent increase to the customer service charge and a three percent increase to the ~~difference between the energy charge and the base energy charge of \$0.0802 as defined in the energy cost adjustment.~~ The annual operations adjustment shall not take effect until the beginning of the ~~2026-2027~~ fiscal year.
- (23) *Industrial and demand metered rates.* For industrial and demand primary metered general service rates and all other demand metered rates, the energy charges in this division are subject to an annual operations adjustment. Commencing with the first billing date for each customer after March 31 of each year, there shall be a three ~~and one half~~ percent increase to the customer service charge and a three ~~and one half~~ percent increase to the ~~difference between the energy charge and the base energy charge of \$0.0364 as defined in the energy cost adjustment.~~ The annual operations adjustment shall not take effect until the beginning of the ~~2026-2027~~ fiscal year.
- (4) *The PPA base rate.* The Power Purchase Adjustment (PPA) base rate shall be reviewed annually each January. Any adjustment to the PPA base rate shall be adopted no later than the end of the fiscal year in March. The PPA base rate shall be calculated using the average power purchase costs incurred during the preceding five (5) years. The rate shall be established at a level projected to generate annual revenues sufficient to recover anticipated power purchase costs and maintain an annual margin of not less than Fifty Thousand Dollars (\$50,000) and not more than One Hundred Thousand Dollars (\$100,000). Revenue projections shall be based on the utility's total kilowatt-hour (kWh) sales and MPUA billing data for the preceding twelve (12) months.
- (c) *Effective date.* ~~This section shall be effective July 1, 2021.~~
(~~Ord. No. 2984, § 4, 2-25-2019; Ord. No. 3029, § 4, 3-22-2021~~)

EXISTING RATES			Proposed Rates Three Year Plan - Block Rates								
CURRENT RATES			PROPOSED RATES - YEAR 1			PROPOSED RATES - YEAR 2			PROPOSED RATES - YEAR 3		
RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE		
Base Charge	\$20.87	/Month	Base Charge	\$22.50	/Month	Base Charge	\$23.00	/Month	Base Charge	\$24.00	/Month
Energy Charge			Energy Charge			Energy Charge			Energy Charge		
All kWh	\$0.0982	/kWh	First 600 kWh	\$0.0990	/kWh	First 600 kWh	\$0.0997	/kWh	First 600 kWh	\$0.1000	/kWh
			Next 1400 kWh	\$0.1063	/kWh	Next 1400 kWh	\$0.1143	/kWh	Next 1400 kWh	\$0.1210	/kWh
			Over 2000 kWh	\$0.1103	/kWh	Over 2000 kWh	\$0.1223	/kWh	Over 2000 kWh	\$0.1330	/kWh
			Percent Change	6.0%		Percent Change	3.6%		Percent Change	3.7%	
SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE		
Base Charge	\$42.89	/Month	Base Charge	\$27.00	/Month	Base Charge	\$28.00	/Month	Base Charge	\$29.15	/Month
Energy Charge	\$0.1303	/kWh	Energy Charge	\$0.1250	/kWh	Energy Charge	\$0.1300	/kWh	Energy Charge	\$0.1352	/kWh
			Percent Change	-17.7%		Percent Change	3.9%		Percent Change	3.9%	
LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE		
Base Charge	\$42.89	/Month	Base Charge	\$46.00	/Month	Base Charge	\$47.00	/Month	Base Charge	\$48.00	/Month
Demand Charge	\$0.00	/kW	Demand Charge	\$10.00	/kW	Demand Charge	\$10.50	/kW	Demand Charge	\$11.00	/kW
Energy Charge	\$0.1303	/kWh	Energy Charge	\$0.1100	/kWh	Energy Charge	\$0.1140	/kWh	Energy Charge	\$0.1185	/kWh
			Percent Change	12.1%		Percent Change	3.9%		Percent Change	4.1%	
INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE		
Base Charge	\$56.80	/Month	Base Charge	\$57.75	/Month	Base Charge	\$58.50	/Month	Base Charge	\$59.75	/Month
Demand Charge	\$7.12	/kW	Demand Charge	\$7.50	/kW	Demand Charge	\$8.00	/kW	Demand Charge	\$8.40	/kW
Energy Charge	\$0.0988	/kWh	Energy Charge	\$0.1036	/kWh	Energy Charge	\$0.1083	/kWh	Energy Charge	\$0.1124	/kWh
			Percent Change	4.9%		Percent Change	4.9%		Percent Change	4.0%	
PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE		
Base Charge	\$68.39	/Month	Base Charge	\$60.00	/Month	Base Charge	\$62.00	/Month	Base Charge	\$64.00	/Month
Demand Charge	\$7.12	/kW	Demand Charge	\$8.00	/kW	Demand Charge	\$8.70	/kW	Demand Charge	\$9.00	/kW
Energy Charge	\$0.0936	/kWh	Energy Charge	\$0.0998	/kWh	Energy Charge	\$0.1000	/kWh	Energy Charge	\$0.1001	/kWh
			Percent Change	7.7%		Percent Change	2.1%		Percent Change	0.9%	
SECURITY LIGHTS			SECURITY LIGHTS			SECURITY LIGHTS			SECURITY LIGHTS		
All	\$8.50	/Month	All	\$8.50	/Month	All	\$8.50	/Month	All	\$8.50	/Month
			Estimate Annual Revenue	\$	360,219	Estimate Annual Revenue	\$	688,280	Estimate Annual Revenue	\$	994,892

Odessa Municipal Flat Rate Packet

This packet contains:

Rate Plan for:

Three Year Plan

Residential Flat Rates

Split Commercial Rates

Small Commercial (less than 25 kW Demand for four months)

Large Commercial (25 kW Demand or more for four months)

Industrial Rates

Primary Meter Rates

Purchased Power Adjustment (PPA) – Purchased Power Cost Adjustment

Updated Municipal Code for these options

Complete three year rate change sheet for Flat Residential and Split Commercial

Odessa Municipal Flat Rate Packet

Proposed Rates Three Year Plan - Flat Rates								
PROPOSED RATES - YEAR 1			PROPOSED RATES - YEAR 2			PROPOSED RATES - YEAR 3		
RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE		
Base Charge	\$22.10	/Month	Base Charge	\$23.15	/Month	Base Charge	\$24.25	/Month
Energy Charge	\$0.1044	/kWh	Energy Charge	\$0.1098	/kWh	Energy Charge	\$0.1155	/kWh
Percent Change	6.2%		Percent Change	5.0%		Percent Change	5.0%	

This rate is designed as a flat rate which is like the current rate structure.

The base rate was also increased to make the overall increase 6.2%.

The typical change in monthly bill charts follows for the Current to Year 1, Year 1 to Year 2, and Year 2 to Year 3.

These are the rates recommended for the next three years with yearly checks on how overall health is affected. If they are collecting too low, then increases are recommended at that time.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Residential is still a protected rate class and effort has been made to reduce negative impacts while being fair as possible to all users on the Odessa Power and Light system.

RESIDENTIAL RATE COMPARISON

YEAR 1 RATE CHANGE

kWh Usage	EXISTING RATE		PROPOSED RATE - YEAR 1		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 21.85	\$ 2.1852	\$ 23.14	\$ 2.3144	\$ 1.29
25	\$ 23.33	\$ 0.9330	\$ 24.71	\$ 0.9884	\$ 1.39
30	\$ 23.82	\$ 0.7939	\$ 25.23	\$ 0.8411	\$ 1.42
50	\$ 25.78	\$ 0.5156	\$ 27.32	\$ 0.5464	\$ 1.54
75	\$ 28.24	\$ 0.3765	\$ 29.93	\$ 0.3991	\$ 1.70
100	\$ 30.69	\$ 0.3069	\$ 32.54	\$ 0.3254	\$ 1.85
150	\$ 35.60	\$ 0.2373	\$ 37.76	\$ 0.2517	\$ 2.16
200	\$ 40.51	\$ 0.2026	\$ 42.98	\$ 0.2149	\$ 2.47
250	\$ 45.42	\$ 0.1817	\$ 48.20	\$ 0.1928	\$ 2.78
300	\$ 50.33	\$ 0.1678	\$ 53.42	\$ 0.1781	\$ 3.09
350	\$ 55.24	\$ 0.1578	\$ 58.64	\$ 0.1675	\$ 3.40
400	\$ 60.15	\$ 0.1504	\$ 63.86	\$ 0.1597	\$ 3.71
500	\$ 69.97	\$ 0.1399	\$ 74.30	\$ 0.1486	\$ 4.33
600	\$ 79.79	\$ 0.1330	\$ 84.74	\$ 0.1412	\$ 4.95
700	\$ 89.61	\$ 0.1280	\$ 95.18	\$ 0.1360	\$ 5.57
800	\$ 99.43	\$ 0.1243	\$ 105.62	\$ 0.1320	\$ 6.19
900	\$ 109.25	\$ 0.1214	\$ 116.06	\$ 0.1290	\$ 6.81
1,000	\$ 119.07	\$ 0.1191	\$ 126.50	\$ 0.1265	\$ 7.43
1,250	\$ 143.62	\$ 0.1149	\$ 152.60	\$ 0.1221	\$ 8.98
1,500	\$ 168.17	\$ 0.1121	\$ 178.70	\$ 0.1191	\$ 10.53
1,750	\$ 192.72	\$ 0.1101	\$ 204.80	\$ 0.1170	\$ 12.08
2,000	\$ 217.27	\$ 0.1086	\$ 230.90	\$ 0.1155	\$ 13.63
2,500	\$ 266.37	\$ 0.1065	\$ 283.10	\$ 0.1132	\$ 16.73
3,000	\$ 315.47	\$ 0.1052	\$ 335.30	\$ 0.1118	\$ 19.83
4,000	\$ 413.67	\$ 0.1034	\$ 439.70	\$ 0.1099	\$ 26.03
5,000	\$ 511.87	\$ 0.1024	\$ 544.10	\$ 0.1088	\$ 32.23
6,000	\$ 610.07	\$ 0.1017	\$ 648.50	\$ 0.1081	\$ 38.43
7,500	\$ 757.37	\$ 0.1010	\$ 805.10	\$ 0.1073	\$ 47.73
8,000	\$ 806.47	\$ 0.1008	\$ 857.30	\$ 0.1072	\$ 50.83
10,000	\$ 1,002.87	\$ 0.1003	\$ 1,066.10	\$ 0.1066	\$ 63.23
15,000	\$ 1,493.87	\$ 0.0996	\$ 1,588.10	\$ 0.1059	\$ 94.23

RESIDENTIAL RATE			
EXISTING RESIDENTIAL RATE		PROPOSED RESIDENTIAL RATE - YEAR 1	
Minimum Bill	\$ 20.87 /month	Minimum Bill	\$ 22.10 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.0982 /kWh	ALL kWh	\$ 0.1044 /kWh

RESIDENTIAL RATE COMPARISON

YEAR 2 RATE CHANGE

kWh Usage	PROPOSED RATE - YEAR 1		PROPOSED RATE - YEAR 2		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 23.14	\$ 2.3144	\$ 24.25	\$ 2.4248	\$ 1.10
25	\$ 24.71	\$ 0.9884	\$ 25.90	\$ 1.0358	\$ 1.19
30	\$ 25.23	\$ 0.8411	\$ 26.44	\$ 0.8815	\$ 1.21
50	\$ 27.32	\$ 0.5464	\$ 28.64	\$ 0.5728	\$ 1.32
75	\$ 29.93	\$ 0.3991	\$ 31.39	\$ 0.4185	\$ 1.46
100	\$ 32.54	\$ 0.3254	\$ 34.13	\$ 0.3413	\$ 1.59
150	\$ 37.76	\$ 0.2517	\$ 39.62	\$ 0.2641	\$ 1.86
200	\$ 42.98	\$ 0.2149	\$ 45.11	\$ 0.2256	\$ 2.13
250	\$ 48.20	\$ 0.1928	\$ 50.60	\$ 0.2024	\$ 2.40
300	\$ 53.42	\$ 0.1781	\$ 56.09	\$ 0.1870	\$ 2.67
350	\$ 58.64	\$ 0.1675	\$ 61.58	\$ 0.1759	\$ 2.94
400	\$ 63.86	\$ 0.1597	\$ 67.07	\$ 0.1677	\$ 3.21
500	\$ 74.30	\$ 0.1486	\$ 78.05	\$ 0.1561	\$ 3.75
600	\$ 84.74	\$ 0.1412	\$ 89.03	\$ 0.1484	\$ 4.29
700	\$ 95.18	\$ 0.1360	\$ 100.01	\$ 0.1429	\$ 4.83
800	\$ 105.62	\$ 0.1320	\$ 110.99	\$ 0.1387	\$ 5.37
900	\$ 116.06	\$ 0.1290	\$ 121.97	\$ 0.1355	\$ 5.91
1,000	\$ 126.50	\$ 0.1265	\$ 132.95	\$ 0.1330	\$ 6.45
1,250	\$ 152.60	\$ 0.1221	\$ 160.40	\$ 0.1283	\$ 7.80
1,500	\$ 178.70	\$ 0.1191	\$ 187.85	\$ 0.1252	\$ 9.15
1,750	\$ 204.80	\$ 0.1170	\$ 215.30	\$ 0.1230	\$ 10.50
2,000	\$ 230.90	\$ 0.1155	\$ 242.75	\$ 0.1214	\$ 11.85
2,500	\$ 283.10	\$ 0.1132	\$ 297.65	\$ 0.1191	\$ 14.55
3,000	\$ 335.30	\$ 0.1118	\$ 352.55	\$ 0.1175	\$ 17.25
4,000	\$ 439.70	\$ 0.1099	\$ 462.35	\$ 0.1156	\$ 22.65
5,000	\$ 544.10	\$ 0.1088	\$ 572.15	\$ 0.1144	\$ 28.05
6,000	\$ 648.50	\$ 0.1081	\$ 681.95	\$ 0.1137	\$ 33.45
7,500	\$ 805.10	\$ 0.1073	\$ 846.65	\$ 0.1129	\$ 41.55
8,000	\$ 857.30	\$ 0.1072	\$ 901.55	\$ 0.1127	\$ 44.25
10,000	\$ 1,066.10	\$ 0.1066	\$ 1,121.15	\$ 0.1121	\$ 55.05
15,000	\$ 1,588.10	\$ 0.1059	\$ 1,670.15	\$ 0.1113	\$ 82.05

RESIDENTIAL RATE			
PROPOSED RESIDENTIAL RATE - YEAR 1		PROPOSED RESIDENTIAL RATE - YEAR 2	
Minimum Bill	\$ 22.10 /month	Minimum Bill	\$ 23.15 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1044 /kWh	ALL kWh	\$ 0.1098 /kWh

RESIDENTIAL RATE COMPARISON

YEAR 3 RATE CHANGE

kWh Usage	PROPOSED RATE - YEAR 2		PROPOSED RATE - YEAR 3		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 24.25	\$ 2.4248	\$ 25.41	\$ 2.5405	\$ 1.16
25	\$ 25.90	\$ 1.0358	\$ 27.14	\$ 1.0855	\$ 1.24
30	\$ 26.44	\$ 0.8815	\$ 27.72	\$ 0.9238	\$ 1.27
50	\$ 28.64	\$ 0.5728	\$ 30.03	\$ 0.6005	\$ 1.39
75	\$ 31.39	\$ 0.4185	\$ 32.91	\$ 0.4388	\$ 1.53
100	\$ 34.13	\$ 0.3413	\$ 35.80	\$ 0.3580	\$ 1.67
150	\$ 39.62	\$ 0.2641	\$ 41.58	\$ 0.2772	\$ 1.96
200	\$ 45.11	\$ 0.2256	\$ 47.35	\$ 0.2368	\$ 2.24
250	\$ 50.60	\$ 0.2024	\$ 53.13	\$ 0.2125	\$ 2.53
300	\$ 56.09	\$ 0.1870	\$ 58.90	\$ 0.1963	\$ 2.81
350	\$ 61.58	\$ 0.1759	\$ 64.68	\$ 0.1848	\$ 3.10
400	\$ 67.07	\$ 0.1677	\$ 70.45	\$ 0.1761	\$ 3.38
500	\$ 78.05	\$ 0.1561	\$ 82.00	\$ 0.1640	\$ 3.95
600	\$ 89.03	\$ 0.1484	\$ 93.55	\$ 0.1559	\$ 4.52
700	\$ 100.01	\$ 0.1429	\$ 105.10	\$ 0.1501	\$ 5.09
800	\$ 110.99	\$ 0.1387	\$ 116.65	\$ 0.1458	\$ 5.66
900	\$ 121.97	\$ 0.1355	\$ 128.20	\$ 0.1424	\$ 6.23
1,000	\$ 132.95	\$ 0.1330	\$ 139.75	\$ 0.1398	\$ 6.80
1,250	\$ 160.40	\$ 0.1283	\$ 168.63	\$ 0.1349	\$ 8.22
1,500	\$ 187.85	\$ 0.1252	\$ 197.50	\$ 0.1317	\$ 9.65
1,750	\$ 215.30	\$ 0.1230	\$ 226.38	\$ 0.1294	\$ 11.08
2,000	\$ 242.75	\$ 0.1214	\$ 255.25	\$ 0.1276	\$ 12.50
2,500	\$ 297.65	\$ 0.1191	\$ 313.00	\$ 0.1252	\$ 15.35
3,000	\$ 352.55	\$ 0.1175	\$ 370.75	\$ 0.1236	\$ 18.20
4,000	\$ 462.35	\$ 0.1156	\$ 486.25	\$ 0.1216	\$ 23.90
5,000	\$ 572.15	\$ 0.1144	\$ 601.75	\$ 0.1204	\$ 29.60
6,000	\$ 681.95	\$ 0.1137	\$ 717.25	\$ 0.1195	\$ 35.30
7,500	\$ 846.65	\$ 0.1129	\$ 890.50	\$ 0.1187	\$ 43.85
8,000	\$ 901.55	\$ 0.1127	\$ 948.25	\$ 0.1185	\$ 46.70
10,000	\$ 1,121.15	\$ 0.1121	\$ 1,179.25	\$ 0.1179	\$ 58.10
15,000	\$ 1,670.15	\$ 0.1113	\$ 1,756.75	\$ 0.1171	\$ 86.60

RESIDENTIAL RATE			
PROPOSED RESIDENTIAL RATE - YEAR 2		PROPOSED RESIDENTIAL RATE - YEAR 3	
Minimum Bill	\$ 23.15 /month	Minimum Bill	\$ 24.25 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1098 /kWh	ALL kWh	\$ 0.1155 /kWh

Proposed - Year 1			Proposed - Year 2			Proposed - Year 3		
SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE		
Base Charge	\$27.00	/Month	Base Charge	\$28.00	/Month	Base Charge	\$29.15	/Month
Energy Charge	0.1250	\$/kWh	Energy Charge	0.1300	\$/kWh	Energy Charge	0.1352	\$/kWh
LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE		
Base Charge	\$46.00	/Month	Base Charge	\$47.00	/Month	Base Charge	\$48.00	/Month
Demand Charge	10.00	\$/kW	Demand Charge	10.50	\$/kW	Demand Charge	11.00	\$/kW
Energy Charge	0.1100	\$/kWh	Energy Charge	0.1140	\$/kWh	Energy Charge	0.1185	\$/kWh

This rate class is being split into small and large commercial rates. The desire was to lower the impact on small commercial businesses. This necessitates an increase in the large commercial rates. Over the three years plan the application of the same level of increases as used in industry was used as guidance.

In the end the rates were designed for a total required revenue plan. It was discussed that Odessa would like to reach the full revenue requirement through a three to four year plan. As in residential, these rates should be reassessed in a year.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Small commercials are protected over the large commercial rate class, and effort has been made to reduce negative impacts while being fair as possible to all users on the Odessa Power and Light system.

Small Commercial

SMALL COMMERCIAL RATE COMPARISON

YEAR 1 RATE CHANGE

kWh Usage	EXISTING RATE		PROPOSED RATE - YEAR 1		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 44.19	\$ 4.4193	\$ 28.25	\$ 2.8250	\$ (15.94)
25	\$ 46.15	\$ 1.8459	\$ 30.13	\$ 1.2050	\$ (16.02)
30	\$ 46.80	\$ 1.5600	\$ 30.75	\$ 1.0250	\$ (16.05)
50	\$ 49.41	\$ 0.9881	\$ 33.25	\$ 0.6650	\$ (16.16)
75	\$ 52.66	\$ 0.7022	\$ 36.38	\$ 0.4850	\$ (16.29)
100	\$ 55.92	\$ 0.5592	\$ 39.50	\$ 0.3950	\$ (16.42)
150	\$ 62.44	\$ 0.4162	\$ 45.75	\$ 0.3050	\$ (16.69)
200	\$ 68.95	\$ 0.3448	\$ 52.00	\$ 0.2600	\$ (16.95)
250	\$ 75.47	\$ 0.3019	\$ 58.25	\$ 0.2330	\$ (17.22)
300	\$ 81.98	\$ 0.2733	\$ 64.50	\$ 0.2150	\$ (17.48)
350	\$ 88.50	\$ 0.2528	\$ 70.75	\$ 0.2021	\$ (17.75)
400	\$ 95.01	\$ 0.2375	\$ 77.00	\$ 0.1925	\$ (18.01)
500	\$ 108.04	\$ 0.2161	\$ 89.50	\$ 0.1790	\$ (18.54)
600	\$ 121.07	\$ 0.2018	\$ 102.00	\$ 0.1700	\$ (19.07)
700	\$ 134.10	\$ 0.1916	\$ 114.50	\$ 0.1636	\$ (19.60)
800	\$ 147.13	\$ 0.1839	\$ 127.00	\$ 0.1588	\$ (20.13)
900	\$ 160.16	\$ 0.1780	\$ 139.50	\$ 0.1550	\$ (20.66)
1,000	\$ 173.19	\$ 0.1732	\$ 152.00	\$ 0.1520	\$ (21.19)
1,250	\$ 205.77	\$ 0.1646	\$ 183.25	\$ 0.1466	\$ (22.52)
1,500	\$ 238.34	\$ 0.1589	\$ 214.50	\$ 0.1430	\$ (23.84)
1,750	\$ 270.92	\$ 0.1548	\$ 245.75	\$ 0.1404	\$ (25.17)
2,000	\$ 303.49	\$ 0.1517	\$ 277.00	\$ 0.1385	\$ (26.49)
2,500	\$ 368.64	\$ 0.1475	\$ 339.50	\$ 0.1358	\$ (29.14)
3,000	\$ 433.79	\$ 0.1446	\$ 402.00	\$ 0.1340	\$ (31.79)
4,000	\$ 564.09	\$ 0.1410	\$ 527.00	\$ 0.1318	\$ (37.09)
5,000	\$ 694.39	\$ 0.1389	\$ 652.00	\$ 0.1304	\$ (42.39)
6,000	\$ 824.69	\$ 0.1374	\$ 777.00	\$ 0.1295	\$ (47.69)
7,500	\$ 1,020.14	\$ 0.1360	\$ 964.50	\$ 0.1286	\$ (55.64)
8,000	\$ 1,085.29	\$ 0.1357	\$ 1,027.00	\$ 0.1284	\$ (58.29)
10,000	\$ 1,345.89	\$ 0.1346	\$ 1,277.00	\$ 0.1277	\$ (68.89)
15,000	\$ 1,997.39	\$ 0.1332	\$ 1,902.00	\$ 0.1268	\$ (95.39)

SMALL COMMERCIAL RATE			
EXISTING COMMERCIAL RATE		PROPOSED SMALL COMMERCIAL RATE - YEAR 1	
Minimum Bill	\$ 42.89 /month	Minimum Bill	\$ 27.00 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1303 /kWh	ALL kWh	\$ 0.1250 /kWh

SMALL COMMERCIAL RATE COMPARISON

YEAR 2 RATE CHANGE

kWh Usage	PROPOSED RATE - YEAR 1		PROPOSED RATE - YEAR 2		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 28.25	\$ 2.8250	\$ 29.30	\$ 2.9300	\$ 1.05
25	\$ 30.13	\$ 1.2050	\$ 31.25	\$ 1.2500	\$ 1.13
30	\$ 30.75	\$ 1.0250	\$ 31.90	\$ 1.0633	\$ 1.15
50	\$ 33.25	\$ 0.6650	\$ 34.50	\$ 0.6900	\$ 1.25
75	\$ 36.38	\$ 0.4850	\$ 37.75	\$ 0.5033	\$ 1.38
100	\$ 39.50	\$ 0.3950	\$ 41.00	\$ 0.4100	\$ 1.50
150	\$ 45.75	\$ 0.3050	\$ 47.50	\$ 0.3167	\$ 1.75
200	\$ 52.00	\$ 0.2600	\$ 54.00	\$ 0.2700	\$ 2.00
250	\$ 58.25	\$ 0.2330	\$ 60.50	\$ 0.2420	\$ 2.25
300	\$ 64.50	\$ 0.2150	\$ 67.00	\$ 0.2233	\$ 2.50
350	\$ 70.75	\$ 0.2021	\$ 73.50	\$ 0.2100	\$ 2.75
400	\$ 77.00	\$ 0.1925	\$ 80.00	\$ 0.2000	\$ 3.00
500	\$ 89.50	\$ 0.1790	\$ 93.00	\$ 0.1860	\$ 3.50
600	\$ 102.00	\$ 0.1700	\$ 106.00	\$ 0.1767	\$ 4.00
700	\$ 114.50	\$ 0.1636	\$ 119.00	\$ 0.1700	\$ 4.50
800	\$ 127.00	\$ 0.1588	\$ 132.00	\$ 0.1650	\$ 5.00
900	\$ 139.50	\$ 0.1550	\$ 145.00	\$ 0.1611	\$ 5.50
1,000	\$ 152.00	\$ 0.1520	\$ 158.00	\$ 0.1580	\$ 6.00
1,250	\$ 183.25	\$ 0.1466	\$ 190.50	\$ 0.1524	\$ 7.25
1,500	\$ 214.50	\$ 0.1430	\$ 223.00	\$ 0.1487	\$ 8.50
1,750	\$ 245.75	\$ 0.1404	\$ 255.50	\$ 0.1460	\$ 9.75
2,000	\$ 277.00	\$ 0.1385	\$ 288.00	\$ 0.1440	\$ 11.00
2,500	\$ 339.50	\$ 0.1358	\$ 353.00	\$ 0.1412	\$ 13.50
3,000	\$ 402.00	\$ 0.1340	\$ 418.00	\$ 0.1393	\$ 16.00
4,000	\$ 527.00	\$ 0.1318	\$ 548.00	\$ 0.1370	\$ 21.00
5,000	\$ 652.00	\$ 0.1304	\$ 678.00	\$ 0.1356	\$ 26.00
6,000	\$ 777.00	\$ 0.1295	\$ 808.00	\$ 0.1347	\$ 31.00
7,500	\$ 964.50	\$ 0.1286	\$ 1,003.00	\$ 0.1337	\$ 38.50
8,000	\$ 1,027.00	\$ 0.1284	\$ 1,068.00	\$ 0.1335	\$ 41.00
10,000	\$ 1,277.00	\$ 0.1277	\$ 1,328.00	\$ 0.1328	\$ 51.00
15,000	\$ 1,902.00	\$ 0.1268	\$ 1,978.00	\$ 0.1319	\$ 76.00

SMALL COMMERCIAL RATE			
PROPOSED SMALL COMMERCIAL RATE - YEAR 1		PROPOSED SMALL COMMERCIAL RATE - YEAR 2	
Minimum Bill	\$ 27.00 /month	Minimum Bill	\$ 28.00 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1250 /kWh	ALL kWh	\$ 0.1300 /kWh

SMALL COMMERCIAL RATE COMPARISON

YEAR 3 RATE CHANGE

kWh Usage	PROPOSED RATE - YEAR 2		PROPOSED RATE - YEAR 3		Difference \$
	Bill - \$	\$/kWh	Bill - \$	\$/kWh	
10	\$ 29.30	\$ 2.9300	\$ 30.50	\$ 3.0502	\$ 1.20
25	\$ 31.25	\$ 1.2500	\$ 32.53	\$ 1.3012	\$ 1.28
30	\$ 31.90	\$ 1.0633	\$ 33.21	\$ 1.1069	\$ 1.31
50	\$ 34.50	\$ 0.6900	\$ 35.91	\$ 0.7182	\$ 1.41
75	\$ 37.75	\$ 0.5033	\$ 39.29	\$ 0.5239	\$ 1.54
100	\$ 41.00	\$ 0.4100	\$ 42.67	\$ 0.4267	\$ 1.67
150	\$ 47.50	\$ 0.3167	\$ 49.43	\$ 0.3295	\$ 1.93
200	\$ 54.00	\$ 0.2700	\$ 56.19	\$ 0.2810	\$ 2.19
250	\$ 60.50	\$ 0.2420	\$ 62.95	\$ 0.2518	\$ 2.45
300	\$ 67.00	\$ 0.2233	\$ 69.71	\$ 0.2324	\$ 2.71
350	\$ 73.50	\$ 0.2100	\$ 76.47	\$ 0.2185	\$ 2.97
400	\$ 80.00	\$ 0.2000	\$ 83.23	\$ 0.2081	\$ 3.23
500	\$ 93.00	\$ 0.1860	\$ 96.75	\$ 0.1935	\$ 3.75
600	\$ 106.00	\$ 0.1767	\$ 110.27	\$ 0.1838	\$ 4.27
700	\$ 119.00	\$ 0.1700	\$ 123.79	\$ 0.1768	\$ 4.79
800	\$ 132.00	\$ 0.1650	\$ 137.31	\$ 0.1716	\$ 5.31
900	\$ 145.00	\$ 0.1611	\$ 150.83	\$ 0.1676	\$ 5.83
1,000	\$ 158.00	\$ 0.1580	\$ 164.35	\$ 0.1644	\$ 6.35
1,250	\$ 190.50	\$ 0.1524	\$ 198.15	\$ 0.1585	\$ 7.65
1,500	\$ 223.00	\$ 0.1487	\$ 231.95	\$ 0.1546	\$ 8.95
1,750	\$ 255.50	\$ 0.1460	\$ 265.75	\$ 0.1519	\$ 10.25
2,000	\$ 288.00	\$ 0.1440	\$ 299.55	\$ 0.1498	\$ 11.55
2,500	\$ 353.00	\$ 0.1412	\$ 367.15	\$ 0.1469	\$ 14.15
3,000	\$ 418.00	\$ 0.1393	\$ 434.75	\$ 0.1449	\$ 16.75
4,000	\$ 548.00	\$ 0.1370	\$ 569.95	\$ 0.1425	\$ 21.95
5,000	\$ 678.00	\$ 0.1356	\$ 705.15	\$ 0.1410	\$ 27.15
6,000	\$ 808.00	\$ 0.1347	\$ 840.35	\$ 0.1401	\$ 32.35
7,500	\$ 1,003.00	\$ 0.1337	\$ 1,043.15	\$ 0.1391	\$ 40.15
8,000	\$ 1,068.00	\$ 0.1335	\$ 1,110.75	\$ 0.1388	\$ 42.75
10,000	\$ 1,328.00	\$ 0.1328	\$ 1,381.15	\$ 0.1381	\$ 53.15
15,000	\$ 1,978.00	\$ 0.1319	\$ 2,057.15	\$ 0.1371	\$ 79.15

SMALL COMMERCIAL RATE

PROPOSED SMALL COMMERCIAL RATE - YEAR 2		PROPOSED SMALL COMMERCIAL RATE - YEAR 3	
Minimum Bill	\$ 28.00 /month	Minimum Bill	\$ 29.15 /month
Energy Charge:		Energy Charge:	
ALL kWh	\$ 0.1300 /kWh	ALL kWh	\$ 0.1352 /kWh

Large Commercial

EXISTING LARGE COMMERCIAL RATE vs. PROPOSED LARGE COMMERCIAL RATE
YEAR 1 RATE CHANGE

Demand kW	Energy kWh	Load Factor	EXISTING LARGE COMMERCIAL RATE		PROPOSED LARGE COMMERCIAL RATE - YEAR 1		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
25	3,650	20%	\$ 518.49	\$ 0.1421	\$ 697.50	\$ 0.1911	\$ 179.02
	5,475	30%	\$ 756.28	\$ 0.1381	\$ 898.25	\$ 0.1641	\$ 141.97
	7,500	41%	\$ 1,020.14	\$ 0.1360	\$ 1,121.00	\$ 0.1495	\$ 100.86
	9,125	50%	\$ 1,231.88	\$ 0.1350	\$ 1,299.75	\$ 0.1424	\$ 67.87
	10,950	60%	\$ 1,469.68	\$ 0.1342	\$ 1,500.50	\$ 0.1370	\$ 30.82
	12,775	70%	\$ 1,707.47	\$ 0.1337	\$ 1,701.25	\$ 0.1332	\$ (6.22)
50	7,300	20%	\$ 994.08	\$ 0.1362	\$ 1,349.00	\$ 0.1848	\$ 354.92
	10,950	30%	\$ 1,469.68	\$ 0.1342	\$ 1,750.50	\$ 0.1599	\$ 280.83
	15,000	41%	\$ 1,997.39	\$ 0.1332	\$ 2,196.00	\$ 0.1464	\$ 198.61
	18,250	50%	\$ 2,420.87	\$ 0.1327	\$ 2,553.50	\$ 0.1399	\$ 132.64
	21,900	60%	\$ 2,896.46	\$ 0.1323	\$ 2,955.00	\$ 0.1349	\$ 58.54
	25,550	70%	\$ 3,372.06	\$ 0.1320	\$ 3,356.50	\$ 0.1314	\$ (15.55)
75	10,950	20%	\$ 1,469.68	\$ 0.1342	\$ 2,000.50	\$ 0.1827	\$ 530.83
	16,425	30%	\$ 2,183.07	\$ 0.1329	\$ 2,602.75	\$ 0.1585	\$ 419.68
	22,500	41%	\$ 2,974.64	\$ 0.1322	\$ 3,271.00	\$ 0.1454	\$ 296.36
	27,375	50%	\$ 3,609.85	\$ 0.1319	\$ 3,807.25	\$ 0.1391	\$ 197.40
	32,850	60%	\$ 4,323.25	\$ 0.1316	\$ 4,409.50	\$ 0.1342	\$ 86.26
	38,325	70%	\$ 5,036.64	\$ 0.1314	\$ 5,011.75	\$ 0.1308	\$ (24.89)
100	14,600	20%	\$ 1,945.27	\$ 0.1332	\$ 2,652.00	\$ 0.1816	\$ 706.73
	21,900	30%	\$ 2,896.46	\$ 0.1323	\$ 3,455.00	\$ 0.1578	\$ 558.54
	30,000	41%	\$ 3,951.89	\$ 0.1317	\$ 4,346.00	\$ 0.1449	\$ 394.11
	36,500	50%	\$ 4,798.84	\$ 0.1315	\$ 5,061.00	\$ 0.1387	\$ 262.16
	43,800	60%	\$ 5,750.03	\$ 0.1313	\$ 5,864.00	\$ 0.1339	\$ 113.97
	51,100	70%	\$ 6,701.22	\$ 0.1311	\$ 6,667.00	\$ 0.1305	\$ (34.22)
150	21,900	20%	\$ 2,896.46	\$ 0.1323	\$ 3,955.00	\$ 0.1806	\$ 1,058.54
	32,850	30%	\$ 4,323.25	\$ 0.1316	\$ 5,159.50	\$ 0.1571	\$ 836.26
	45,000	41%	\$ 5,906.39	\$ 0.1313	\$ 6,496.00	\$ 0.1444	\$ 589.61
	54,750	50%	\$ 7,176.82	\$ 0.1311	\$ 7,568.50	\$ 0.1382	\$ 391.68
	65,700	60%	\$ 8,603.60	\$ 0.1310	\$ 8,773.00	\$ 0.1335	\$ 169.40
	76,650	70%	\$ 10,030.39	\$ 0.1309	\$ 9,977.50	\$ 0.1302	\$ (52.89)
200	29,200	20%	\$ 3,847.65	\$ 0.1318	\$ 5,258.00	\$ 0.1801	\$ 1,410.35
	43,800	30%	\$ 5,750.03	\$ 0.1313	\$ 6,864.00	\$ 0.1567	\$ 1,113.97
	60,000	41%	\$ 7,860.89	\$ 0.1310	\$ 8,646.00	\$ 0.1441	\$ 785.11
	73,000	50%	\$ 9,554.79	\$ 0.1309	\$ 10,076.00	\$ 0.1380	\$ 521.21
	87,600	60%	\$ 11,457.17	\$ 0.1308	\$ 11,682.00	\$ 0.1334	\$ 224.83
	102,200	70%	\$ 13,359.55	\$ 0.1307	\$ 13,288.00	\$ 0.1300	\$ (71.55)
250	36,500	20%	\$ 4,798.84	\$ 0.1315	\$ 6,561.00	\$ 0.1798	\$ 1,762.16
	54,750	30%	\$ 7,176.82	\$ 0.1311	\$ 8,568.50	\$ 0.1565	\$ 1,391.69
	75,000	41%	\$ 9,815.39	\$ 0.1309	\$ 10,796.00	\$ 0.1439	\$ 980.61
	91,250	50%	\$ 11,932.77	\$ 0.1308	\$ 12,583.50	\$ 0.1379	\$ 650.74
	109,500	60%	\$ 14,310.74	\$ 0.1307	\$ 14,591.00	\$ 0.1333	\$ 280.26
	127,750	70%	\$ 16,688.72	\$ 0.1306	\$ 16,598.50	\$ 0.1299	\$ (90.21)
350	51,100	20%	\$ 6,701.22	\$ 0.1311	\$ 9,167.00	\$ 0.1794	\$ 2,465.78
	76,650	30%	\$ 10,030.39	\$ 0.1309	\$ 11,977.50	\$ 0.1563	\$ 1,947.12
	105,000	41%	\$ 13,724.39	\$ 0.1307	\$ 15,096.00	\$ 0.1438	\$ 1,371.61
	127,750	50%	\$ 16,688.72	\$ 0.1306	\$ 17,598.50	\$ 0.1378	\$ 909.79
	153,300	60%	\$ 20,017.88	\$ 0.1306	\$ 20,409.00	\$ 0.1331	\$ 391.12
	178,850	70%	\$ 23,347.05	\$ 0.1305	\$ 23,219.50	\$ 0.1298	\$ (127.54)
500	73,000	20%	\$ 9,554.79	\$ 0.1309	\$ 13,076.00	\$ 0.1791	\$ 3,521.21
	109,500	30%	\$ 14,310.74	\$ 0.1307	\$ 17,091.00	\$ 0.1561	\$ 2,780.26
	150,000	41%	\$ 19,587.89	\$ 0.1306	\$ 21,546.00	\$ 0.1436	\$ 1,958.11
	182,500	50%	\$ 23,822.64	\$ 0.1305	\$ 25,121.00	\$ 0.1376	\$ 1,298.36
	219,000	60%	\$ 28,578.59	\$ 0.1305	\$ 29,136.00	\$ 0.1330	\$ 557.41
	255,500	70%	\$ 33,334.54	\$ 0.1305	\$ 33,151.00	\$ 0.1297	\$ (183.54)

LARGE COMMERCIAL RATE (Greater than 25kW demand)

EXISTING COMMERCIAL RATE			PROPOSED LARGE COMMERCIAL RATE - Year 1		
Monthly:	\$	42.89 /Month	Monthly:	\$	46.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ - /kW		All kW	\$ 10.00 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.1303 /month		All kWh	\$ 0.1100 /kWh

EXISTING LARGE COMMERCIAL RATE vs. PROPOSED LARGE COMMERCIAL RATE
YEAR 2 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED LARGE COMMERCIAL RATE - YEAR 1		PROPOSED LARGE COMMERCIAL RATE - YEAR 2		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
25	3,650	20%	\$ 697.50	\$ 0.1911	\$ 725.60	\$ 0.1988	\$ 28.10
	5,475	30%	\$ 898.25	\$ 0.1641	\$ 933.65	\$ 0.1705	\$ 35.40
	7,500	41%	\$ 1,121.00	\$ 0.1495	\$ 1,164.50	\$ 0.1553	\$ 43.50
	9,125	50%	\$ 1,299.75	\$ 0.1424	\$ 1,349.75	\$ 0.1479	\$ 50.00
	10,950	60%	\$ 1,500.50	\$ 0.1370	\$ 1,557.80	\$ 0.1423	\$ 57.30
	12,775	70%	\$ 1,701.25	\$ 0.1332	\$ 1,765.85	\$ 0.1382	\$ 64.60
50	7,300	20%	\$ 1,349.00	\$ 0.1848	\$ 1,404.20	\$ 0.1924	\$ 55.20
	10,950	30%	\$ 1,750.50	\$ 0.1599	\$ 1,820.30	\$ 0.1662	\$ 69.80
	15,000	41%	\$ 2,196.00	\$ 0.1464	\$ 2,282.00	\$ 0.1521	\$ 86.00
	18,250	50%	\$ 2,553.50	\$ 0.1399	\$ 2,652.50	\$ 0.1453	\$ 99.00
	21,900	60%	\$ 2,955.00	\$ 0.1349	\$ 3,068.60	\$ 0.1401	\$ 113.60
	25,550	70%	\$ 3,356.50	\$ 0.1314	\$ 3,484.70	\$ 0.1364	\$ 128.20
75	10,950	20%	\$ 2,000.50	\$ 0.1827	\$ 2,082.80	\$ 0.1902	\$ 82.30
	16,425	30%	\$ 2,602.75	\$ 0.1585	\$ 2,706.95	\$ 0.1648	\$ 104.20
	22,500	41%	\$ 3,271.00	\$ 0.1454	\$ 3,399.50	\$ 0.1511	\$ 128.50
	27,375	50%	\$ 3,807.25	\$ 0.1391	\$ 3,955.25	\$ 0.1445	\$ 148.00
	32,850	60%	\$ 4,409.50	\$ 0.1342	\$ 4,579.40	\$ 0.1394	\$ 169.90
	38,325	70%	\$ 5,011.75	\$ 0.1308	\$ 5,203.55	\$ 0.1358	\$ 191.80
100	14,600	20%	\$ 2,652.00	\$ 0.1816	\$ 2,761.40	\$ 0.1891	\$ 109.40
	21,900	30%	\$ 3,455.00	\$ 0.1578	\$ 3,593.60	\$ 0.1641	\$ 138.60
	30,000	41%	\$ 4,346.00	\$ 0.1449	\$ 4,517.00	\$ 0.1506	\$ 171.00
	36,500	50%	\$ 5,061.00	\$ 0.1387	\$ 5,258.00	\$ 0.1441	\$ 197.00
	43,800	60%	\$ 5,864.00	\$ 0.1339	\$ 6,090.20	\$ 0.1390	\$ 226.20
	51,100	70%	\$ 6,667.00	\$ 0.1305	\$ 6,922.40	\$ 0.1355	\$ 255.40
150	21,900	20%	\$ 3,955.00	\$ 0.1806	\$ 4,118.60	\$ 0.1881	\$ 163.60
	32,850	30%	\$ 5,159.50	\$ 0.1571	\$ 5,366.90	\$ 0.1634	\$ 207.40
	45,000	41%	\$ 6,496.00	\$ 0.1444	\$ 6,752.00	\$ 0.1500	\$ 256.00
	54,750	50%	\$ 7,568.50	\$ 0.1382	\$ 7,863.50	\$ 0.1436	\$ 295.00
	65,700	60%	\$ 8,773.00	\$ 0.1335	\$ 9,111.80	\$ 0.1387	\$ 338.80
	76,650	70%	\$ 9,977.50	\$ 0.1302	\$ 10,360.10	\$ 0.1352	\$ 382.60
200	29,200	20%	\$ 5,258.00	\$ 0.1801	\$ 5,475.80	\$ 0.1875	\$ 217.80
	43,800	30%	\$ 6,864.00	\$ 0.1567	\$ 7,140.20	\$ 0.1630	\$ 276.20
	60,000	41%	\$ 8,646.00	\$ 0.1441	\$ 8,987.00	\$ 0.1498	\$ 341.00
	73,000	50%	\$ 10,076.00	\$ 0.1380	\$ 10,469.00	\$ 0.1434	\$ 393.00
	87,600	60%	\$ 11,682.00	\$ 0.1334	\$ 12,133.40	\$ 0.1385	\$ 451.40
	102,200	70%	\$ 13,288.00	\$ 0.1300	\$ 13,797.80	\$ 0.1350	\$ 509.80
250	36,500	20%	\$ 6,561.00	\$ 0.1798	\$ 6,833.00	\$ 0.1872	\$ 272.00
	54,750	30%	\$ 8,568.50	\$ 0.1565	\$ 8,913.50	\$ 0.1628	\$ 345.00
	75,000	41%	\$ 10,796.00	\$ 0.1439	\$ 11,222.00	\$ 0.1496	\$ 426.00
	91,250	50%	\$ 12,583.50	\$ 0.1379	\$ 13,074.50	\$ 0.1433	\$ 491.00
	109,500	60%	\$ 14,591.00	\$ 0.1333	\$ 15,155.00	\$ 0.1384	\$ 564.00
	127,750	70%	\$ 16,598.50	\$ 0.1299	\$ 17,235.50	\$ 0.1349	\$ 637.00
350	51,100	20%	\$ 9,167.00	\$ 0.1794	\$ 9,547.40	\$ 0.1868	\$ 380.40
	76,650	30%	\$ 11,977.50	\$ 0.1563	\$ 12,460.10	\$ 0.1626	\$ 482.60
	105,000	41%	\$ 15,096.00	\$ 0.1438	\$ 15,692.00	\$ 0.1494	\$ 596.00
	127,750	50%	\$ 17,598.50	\$ 0.1378	\$ 18,285.50	\$ 0.1431	\$ 687.00
	153,300	60%	\$ 20,409.00	\$ 0.1331	\$ 21,198.20	\$ 0.1383	\$ 789.20
	178,850	70%	\$ 23,219.50	\$ 0.1298	\$ 24,110.90	\$ 0.1348	\$ 891.40
500	73,000	20%	\$ 13,076.00	\$ 0.1791	\$ 13,619.00	\$ 0.1866	\$ 543.00
	109,500	30%	\$ 17,091.00	\$ 0.1561	\$ 17,780.00	\$ 0.1624	\$ 689.00
	150,000	41%	\$ 21,546.00	\$ 0.1436	\$ 22,397.00	\$ 0.1493	\$ 851.00
	182,500	50%	\$ 25,121.00	\$ 0.1376	\$ 26,102.00	\$ 0.1430	\$ 981.00
	219,000	60%	\$ 29,136.00	\$ 0.1330	\$ 30,263.00	\$ 0.1382	\$ 1,127.00
	255,500	70%	\$ 33,151.00	\$ 0.1297	\$ 34,424.00	\$ 0.1347	\$ 1,273.00

LARGE COMMERCIAL RATE (Greater than 25kW demand)

PROPOSED LARGE COMMERCIAL RATE - Year 1			PROPOSED LARGE COMMERCIAL RATE - Year 2		
Monthly:	\$	46.00 /Month	Monthly:	\$	47.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 10.00 /kW		All kW	\$ 10.50 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.1100 /month		All kWh	\$ 0.1140 /kWh

EXISTING LARGE COMMERCIAL RATE vs. PROPOSED LARGE COMMERCIAL RATE
YEAR 3 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED LARGE COMMERCIAL RATE - YEAR 2		PROPOSED LARGE COMMERCIAL RATE - YEAR 3		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
25	3,650	20%	\$ 725.60	\$ 0.1988	\$ 755.53	\$ 0.2070	\$ 29.93
	5,475	30%	\$ 933.65	\$ 0.1705	\$ 971.79	\$ 0.1775	\$ 38.14
	7,500	41%	\$ 1,164.50	\$ 0.1553	\$ 1,211.75	\$ 0.1616	\$ 47.25
	9,125	50%	\$ 1,349.75	\$ 0.1479	\$ 1,404.31	\$ 0.1539	\$ 54.56
	10,950	60%	\$ 1,557.80	\$ 0.1423	\$ 1,620.58	\$ 0.1480	\$ 62.78
	12,775	70%	\$ 1,765.85	\$ 0.1382	\$ 1,836.84	\$ 0.1438	\$ 70.99
50	7,300	20%	\$ 1,404.20	\$ 0.1924	\$ 1,463.05	\$ 0.2004	\$ 58.85
	10,950	30%	\$ 1,820.30	\$ 0.1662	\$ 1,895.58	\$ 0.1731	\$ 75.28
	15,000	41%	\$ 2,282.00	\$ 0.1521	\$ 2,375.50	\$ 0.1584	\$ 93.50
	18,250	50%	\$ 2,652.50	\$ 0.1453	\$ 2,760.63	\$ 0.1513	\$ 108.13
	21,900	60%	\$ 3,068.60	\$ 0.1401	\$ 3,193.15	\$ 0.1458	\$ 124.55
	25,550	70%	\$ 3,484.70	\$ 0.1364	\$ 3,625.68	\$ 0.1419	\$ 140.97
75	10,950	20%	\$ 2,082.80	\$ 0.1902	\$ 2,170.58	\$ 0.1982	\$ 87.77
	16,425	30%	\$ 2,706.95	\$ 0.1648	\$ 2,819.36	\$ 0.1717	\$ 112.41
	22,500	41%	\$ 3,399.50	\$ 0.1511	\$ 3,539.25	\$ 0.1573	\$ 139.75
	27,375	50%	\$ 3,955.25	\$ 0.1445	\$ 4,116.94	\$ 0.1504	\$ 161.69
	32,850	60%	\$ 4,579.40	\$ 0.1394	\$ 4,765.73	\$ 0.1451	\$ 186.33
	38,325	70%	\$ 5,203.55	\$ 0.1358	\$ 5,414.51	\$ 0.1413	\$ 210.96
100	14,600	20%	\$ 2,761.40	\$ 0.1891	\$ 2,878.10	\$ 0.1971	\$ 116.70
	21,900	30%	\$ 3,593.60	\$ 0.1641	\$ 3,743.15	\$ 0.1709	\$ 149.55
	30,000	41%	\$ 4,517.00	\$ 0.1506	\$ 4,703.00	\$ 0.1568	\$ 186.00
	36,500	50%	\$ 5,258.00	\$ 0.1441	\$ 5,473.25	\$ 0.1500	\$ 215.25
	43,800	60%	\$ 6,090.20	\$ 0.1390	\$ 6,338.30	\$ 0.1447	\$ 248.10
	51,100	70%	\$ 6,922.40	\$ 0.1355	\$ 7,203.35	\$ 0.1410	\$ 280.95
150	21,900	20%	\$ 4,118.60	\$ 0.1881	\$ 4,293.15	\$ 0.1960	\$ 174.55
	32,850	30%	\$ 5,366.90	\$ 0.1634	\$ 5,590.73	\$ 0.1702	\$ 223.83
	45,000	41%	\$ 6,752.00	\$ 0.1500	\$ 7,030.50	\$ 0.1562	\$ 278.50
	54,750	50%	\$ 7,863.50	\$ 0.1436	\$ 8,185.88	\$ 0.1495	\$ 322.38
	65,700	60%	\$ 9,111.80	\$ 0.1387	\$ 9,483.45	\$ 0.1443	\$ 371.65
	76,650	70%	\$ 10,360.10	\$ 0.1352	\$ 10,781.03	\$ 0.1407	\$ 420.92
200	29,200	20%	\$ 5,475.80	\$ 0.1875	\$ 5,708.20	\$ 0.1955	\$ 232.40
	43,800	30%	\$ 7,140.20	\$ 0.1630	\$ 7,438.30	\$ 0.1698	\$ 298.10
	60,000	41%	\$ 8,987.00	\$ 0.1498	\$ 9,358.00	\$ 0.1560	\$ 371.00
	73,000	50%	\$ 10,469.00	\$ 0.1434	\$ 10,898.50	\$ 0.1493	\$ 429.50
	87,600	60%	\$ 12,133.40	\$ 0.1385	\$ 12,628.60	\$ 0.1442	\$ 495.20
	102,200	70%	\$ 13,797.80	\$ 0.1350	\$ 14,358.70	\$ 0.1405	\$ 560.90
250	36,500	20%	\$ 6,833.00	\$ 0.1872	\$ 7,123.25	\$ 0.1952	\$ 290.25
	54,750	30%	\$ 8,913.50	\$ 0.1628	\$ 9,285.88	\$ 0.1696	\$ 372.38
	75,000	41%	\$ 11,222.00	\$ 0.1496	\$ 11,685.50	\$ 0.1558	\$ 463.50
	91,250	50%	\$ 13,074.50	\$ 0.1433	\$ 13,611.13	\$ 0.1492	\$ 536.63
	109,500	60%	\$ 15,155.00	\$ 0.1384	\$ 15,773.75	\$ 0.1441	\$ 618.75
	127,750	70%	\$ 17,235.50	\$ 0.1349	\$ 17,936.38	\$ 0.1404	\$ 700.88
350	51,100	20%	\$ 9,547.40	\$ 0.1868	\$ 9,953.35	\$ 0.1948	\$ 405.95
	76,650	30%	\$ 12,460.10	\$ 0.1626	\$ 12,981.03	\$ 0.1694	\$ 520.92
	105,000	41%	\$ 15,692.00	\$ 0.1494	\$ 16,340.50	\$ 0.1556	\$ 648.50
	127,750	50%	\$ 18,285.50	\$ 0.1431	\$ 19,036.38	\$ 0.1490	\$ 750.88
	153,300	60%	\$ 21,198.20	\$ 0.1383	\$ 22,064.05	\$ 0.1439	\$ 865.85
	178,850	70%	\$ 24,110.90	\$ 0.1348	\$ 25,091.73	\$ 0.1403	\$ 980.82
500	73,000	20%	\$ 13,619.00	\$ 0.1866	\$ 14,198.50	\$ 0.1945	\$ 579.50
	109,500	30%	\$ 17,780.00	\$ 0.1624	\$ 18,523.75	\$ 0.1692	\$ 743.75
	150,000	41%	\$ 22,397.00	\$ 0.1493	\$ 23,323.00	\$ 0.1555	\$ 926.00
	182,500	50%	\$ 26,102.00	\$ 0.1430	\$ 27,174.25	\$ 0.1489	\$ 1,072.25
	219,000	60%	\$ 30,263.00	\$ 0.1382	\$ 31,499.50	\$ 0.1438	\$ 1,236.50
	255,500	70%	\$ 34,424.00	\$ 0.1347	\$ 35,824.75	\$ 0.1402	\$ 1,400.75

LARGE COMMERCIAL RATE (Greater than 25kW demand)					
PROPOSED LARGE COMMERCIAL RATE - Year 2			PROPOSED LARGE COMMERCIAL RATE - Year 3		
Monthly:		\$ 47.00 /Month	Monthly:		\$ 48.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 10.50 /kW		All kW	\$ 11.00 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.1140 /month		All kWh	\$ 0.1185 /kWh

Proposed - Year 1			Proposed - Year 2			Proposed - Year 3		
INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE		
Base Charge	\$57.75	/Month	Base Charge	\$58.50	/Month	Base Charge	\$59.75	/Month
Demand Charge	7.50	\$/kW	Demand Charge	8.00	\$/kW	Demand Charge	8.40	\$/kW
Energy Charge	0.1036	\$/kWh	Energy Charge	0.1083	\$/kWh	Energy Charge	0.1124	\$/kWh

The Industrial and the Primary Meter rate class have been developed to meet the minimum cash flow goals and have been used to protect the residential and small commerce rates.

In the end the rates were designed for a total required revenue plan. It was discussed that Odessa would like to reach the full revenue requirement through a three to four year plan. As in residential, these rates should be reassessed in a year.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Industrial rate class has been designed to make up the minimum cash flow while being fair as possible to all users on the Odessa Power and Light system.

INDUSTRIAL RATE COMPARISON

YEAR 1 RATE CHANGE

Demand kW	Energy kWh	Load Factor	EXISTING INDUSTRIAL RATE		PROPOSED INDUSTRIAL RATE - YEAR 1		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,443.00	\$ 0.1491	\$ 5,714.15	\$ 0.1566	\$ 271.15
	54,750	30%	\$ 7,246.10	\$ 0.1323	\$ 7,604.85	\$ 0.1389	\$ 358.75
	75,000	41%	\$ 9,246.80	\$ 0.1233	\$ 9,702.75	\$ 0.1294	\$ 455.95
	91,250	50%	\$ 10,852.30	\$ 0.1189	\$ 11,386.25	\$ 0.1248	\$ 533.95
	109,500	60%	\$ 12,655.40	\$ 0.1156	\$ 13,276.95	\$ 0.1213	\$ 621.55
	127,750	70%	\$ 14,458.50	\$ 0.1132	\$ 15,167.65	\$ 0.1187	\$ 709.15
300	43,800	20%	\$ 6,520.24	\$ 0.1489	\$ 6,845.43	\$ 0.1563	\$ 325.19
	65,700	30%	\$ 8,683.96	\$ 0.1322	\$ 9,114.27	\$ 0.1387	\$ 430.31
	90,000	41%	\$ 11,084.80	\$ 0.1232	\$ 11,631.75	\$ 0.1292	\$ 546.95
	109,500	50%	\$ 13,011.40	\$ 0.1188	\$ 13,651.95	\$ 0.1247	\$ 640.55
	131,400	60%	\$ 15,175.12	\$ 0.1155	\$ 15,920.79	\$ 0.1212	\$ 745.67
	153,300	70%	\$ 17,338.84	\$ 0.1131	\$ 18,189.63	\$ 0.1187	\$ 850.79
400	58,400	20%	\$ 8,674.72	\$ 0.1485	\$ 9,107.99	\$ 0.1560	\$ 433.27
	87,600	30%	\$ 11,559.68	\$ 0.1320	\$ 12,133.11	\$ 0.1385	\$ 573.43
	120,000	41%	\$ 14,760.80	\$ 0.1230	\$ 15,489.75	\$ 0.1291	\$ 728.95
	146,000	50%	\$ 17,329.60	\$ 0.1187	\$ 18,183.35	\$ 0.1245	\$ 853.75
	175,200	60%	\$ 20,214.56	\$ 0.1154	\$ 21,208.47	\$ 0.1211	\$ 993.91
	204,400	70%	\$ 23,099.52	\$ 0.1130	\$ 24,233.59	\$ 0.1186	\$ 1,134.07
500	73,000	20%	\$ 10,829.20	\$ 0.1483	\$ 11,370.55	\$ 0.1558	\$ 541.35
	109,500	30%	\$ 14,435.40	\$ 0.1318	\$ 15,151.95	\$ 0.1384	\$ 716.55
	150,000	41%	\$ 18,436.80	\$ 0.1229	\$ 19,347.75	\$ 0.1290	\$ 910.95
	182,500	50%	\$ 21,647.80	\$ 0.1186	\$ 22,714.75	\$ 0.1245	\$ 1,066.95
	219,000	60%	\$ 25,254.00	\$ 0.1153	\$ 26,496.15	\$ 0.1210	\$ 1,242.15
	255,500	70%	\$ 28,860.20	\$ 0.1130	\$ 30,277.55	\$ 0.1185	\$ 1,417.35
600	87,600	20%	\$ 12,983.68	\$ 0.1482	\$ 13,633.11	\$ 0.1556	\$ 649.43
	131,400	30%	\$ 17,311.12	\$ 0.1317	\$ 18,170.79	\$ 0.1383	\$ 859.67
	180,000	41%	\$ 22,112.80	\$ 0.1228	\$ 23,205.75	\$ 0.1289	\$ 1,092.95
	219,000	50%	\$ 25,966.00	\$ 0.1186	\$ 27,246.15	\$ 0.1244	\$ 1,280.15
	262,800	60%	\$ 30,293.44	\$ 0.1153	\$ 31,783.83	\$ 0.1209	\$ 1,490.39
	306,600	70%	\$ 34,620.88	\$ 0.1129	\$ 36,321.51	\$ 0.1185	\$ 1,700.63

INDUSTRIAL RATE					
EXISTING INDUSTRIAL RATE			PROPOSED INDUSTRIAL RATE - YEAR 1		
Monthly Charge:	\$	56.80 /Month	Monthly Charge:	\$	57.75 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 7.12 /kW		All kW	\$ 7.50 /kW
Energy Charge:			Energy Charge:		
First	50 kWh	\$ 0.0988 /kWh		ALL kWh	\$ 0.1036 /kWh

INDUSTRIAL RATE COMPARISON

YEAR 2 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED INDUSTRIAL RATE - YEAR 1		PROPOSED INDUSTRIAL RATE - YEAR 2		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,714.15	\$ 0.1566	\$ 6,011.45	\$ 0.1647	\$ 297.30
	54,750	30%	\$ 7,604.85	\$ 0.1389	\$ 7,987.93	\$ 0.1459	\$ 383.08
	75,000	41%	\$ 9,702.75	\$ 0.1294	\$ 10,181.00	\$ 0.1357	\$ 478.25
	91,250	50%	\$ 11,386.25	\$ 0.1248	\$ 11,940.88	\$ 0.1309	\$ 554.63
	109,500	60%	\$ 13,276.95	\$ 0.1213	\$ 13,917.35	\$ 0.1271	\$ 640.40
	127,750	70%	\$ 15,167.65	\$ 0.1187	\$ 15,893.83	\$ 0.1244	\$ 726.17
300	43,800	20%	\$ 6,845.43	\$ 0.1563	\$ 7,202.04	\$ 0.1644	\$ 356.61
	65,700	30%	\$ 9,114.27	\$ 0.1387	\$ 9,573.81	\$ 0.1457	\$ 459.54
	90,000	41%	\$ 11,631.75	\$ 0.1292	\$ 12,205.50	\$ 0.1356	\$ 573.75
	109,500	50%	\$ 13,651.95	\$ 0.1247	\$ 14,317.35	\$ 0.1308	\$ 665.40
	131,400	60%	\$ 15,920.79	\$ 0.1212	\$ 16,689.12	\$ 0.1270	\$ 768.33
	153,300	70%	\$ 18,189.63	\$ 0.1187	\$ 19,060.89	\$ 0.1243	\$ 871.26
400	58,400	20%	\$ 9,107.99	\$ 0.1560	\$ 9,583.22	\$ 0.1641	\$ 475.23
	87,600	30%	\$ 12,133.11	\$ 0.1385	\$ 12,745.58	\$ 0.1455	\$ 612.47
	120,000	41%	\$ 15,489.75	\$ 0.1291	\$ 16,254.50	\$ 0.1355	\$ 764.75
	146,000	50%	\$ 18,183.35	\$ 0.1245	\$ 19,070.30	\$ 0.1306	\$ 886.95
	175,200	60%	\$ 21,208.47	\$ 0.1211	\$ 22,232.66	\$ 0.1269	\$ 1,024.19
	204,400	70%	\$ 24,233.59	\$ 0.1186	\$ 25,395.02	\$ 0.1242	\$ 1,161.43
500	73,000	20%	\$ 11,370.55	\$ 0.1558	\$ 11,964.40	\$ 0.1639	\$ 593.85
	109,500	30%	\$ 15,151.95	\$ 0.1384	\$ 15,917.35	\$ 0.1454	\$ 765.40
	150,000	41%	\$ 19,347.75	\$ 0.1290	\$ 20,303.50	\$ 0.1354	\$ 955.75
	182,500	50%	\$ 22,714.75	\$ 0.1245	\$ 23,823.25	\$ 0.1305	\$ 1,108.50
	219,000	60%	\$ 26,496.15	\$ 0.1210	\$ 27,776.20	\$ 0.1268	\$ 1,280.05
	255,500	70%	\$ 30,277.55	\$ 0.1185	\$ 31,729.15	\$ 0.1242	\$ 1,451.60
600	87,600	20%	\$ 13,633.11	\$ 0.1556	\$ 14,345.58	\$ 0.1638	\$ 712.47
	131,400	30%	\$ 18,170.79	\$ 0.1383	\$ 19,089.12	\$ 0.1453	\$ 918.33
	180,000	41%	\$ 23,205.75	\$ 0.1289	\$ 24,352.50	\$ 0.1353	\$ 1,146.75
	219,000	50%	\$ 27,246.15	\$ 0.1244	\$ 28,576.20	\$ 0.1305	\$ 1,330.05
	262,800	60%	\$ 31,783.83	\$ 0.1209	\$ 33,319.74	\$ 0.1268	\$ 1,535.91
	306,600	70%	\$ 36,321.51	\$ 0.1185	\$ 38,063.28	\$ 0.1241	\$ 1,741.77

INDUSTRIAL RATE					
PROPOSED INDUSTRIAL RATE - YEAR 1			PROPOSED INDUSTRIAL RATE - YEAR 2		
Monthly Charge:	\$	57.75 /Month	Monthly Charge:	\$	58.50 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 7.50 /kW		All kW	\$ 8.00 /kW
Energy Charge:			Energy Charge:		
First	50 kWh	\$ 0.1036 /kWh		ALL kWh	\$ 0.1083 /kWh

INDUSTRIAL RATE COMPARISON

YEAR 3 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED INDUSTRIAL RATE - YEAR 2		PROPOSED INDUSTRIAL RATE - YEAR 3		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 6,011.45	\$ 0.1647	\$ 6,262.35	\$ 0.1716	\$ 250.90
	54,750	30%	\$ 7,987.93	\$ 0.1459	\$ 8,313.65	\$ 0.1518	\$ 325.73
	75,000	41%	\$ 10,181.00	\$ 0.1357	\$ 10,589.75	\$ 0.1412	\$ 408.75
	91,250	50%	\$ 11,940.88	\$ 0.1309	\$ 12,416.25	\$ 0.1361	\$ 475.38
	109,500	60%	\$ 13,917.35	\$ 0.1271	\$ 14,467.55	\$ 0.1321	\$ 550.20
	127,750	70%	\$ 15,893.83	\$ 0.1244	\$ 16,518.85	\$ 0.1293	\$ 625.03
300	43,800	20%	\$ 7,202.04	\$ 0.1644	\$ 7,502.87	\$ 0.1713	\$ 300.83
	65,700	30%	\$ 9,573.81	\$ 0.1457	\$ 9,964.43	\$ 0.1517	\$ 390.62
	90,000	41%	\$ 12,205.50	\$ 0.1356	\$ 12,695.75	\$ 0.1411	\$ 490.25
	109,500	50%	\$ 14,317.35	\$ 0.1308	\$ 14,887.55	\$ 0.1360	\$ 570.20
	131,400	60%	\$ 16,689.12	\$ 0.1270	\$ 17,349.11	\$ 0.1320	\$ 659.99
	153,300	70%	\$ 19,060.89	\$ 0.1243	\$ 19,810.67	\$ 0.1292	\$ 749.78
400	58,400	20%	\$ 9,583.22	\$ 0.1641	\$ 9,983.91	\$ 0.1710	\$ 400.69
	87,600	30%	\$ 12,745.58	\$ 0.1455	\$ 13,265.99	\$ 0.1514	\$ 520.41
	120,000	41%	\$ 16,254.50	\$ 0.1355	\$ 16,907.75	\$ 0.1409	\$ 653.25
	146,000	50%	\$ 19,070.30	\$ 0.1306	\$ 19,830.15	\$ 0.1358	\$ 759.85
	175,200	60%	\$ 22,232.66	\$ 0.1269	\$ 23,112.23	\$ 0.1319	\$ 879.57
	204,400	70%	\$ 25,395.02	\$ 0.1242	\$ 26,394.31	\$ 0.1291	\$ 999.29
500	73,000	20%	\$ 11,964.40	\$ 0.1639	\$ 12,464.95	\$ 0.1708	\$ 500.55
	109,500	30%	\$ 15,917.35	\$ 0.1454	\$ 16,567.55	\$ 0.1513	\$ 650.20
	150,000	41%	\$ 20,303.50	\$ 0.1354	\$ 21,119.75	\$ 0.1408	\$ 816.25
	182,500	50%	\$ 23,823.25	\$ 0.1305	\$ 24,772.75	\$ 0.1357	\$ 949.50
	219,000	60%	\$ 27,776.20	\$ 0.1268	\$ 28,875.35	\$ 0.1319	\$ 1,099.15
	255,500	70%	\$ 31,729.15	\$ 0.1242	\$ 32,977.95	\$ 0.1291	\$ 1,248.80
600	87,600	20%	\$ 14,345.58	\$ 0.1638	\$ 14,945.99	\$ 0.1706	\$ 600.41
	131,400	30%	\$ 19,089.12	\$ 0.1453	\$ 19,869.11	\$ 0.1512	\$ 779.99
	180,000	41%	\$ 24,352.50	\$ 0.1353	\$ 25,331.75	\$ 0.1407	\$ 979.25
	219,000	50%	\$ 28,576.20	\$ 0.1305	\$ 29,715.35	\$ 0.1357	\$ 1,139.15
	262,800	60%	\$ 33,319.74	\$ 0.1268	\$ 34,638.47	\$ 0.1318	\$ 1,318.73
	306,600	70%	\$ 38,063.28	\$ 0.1241	\$ 39,561.59	\$ 0.1290	\$ 1,498.31

INDUSTRIAL RATE					
PROPOSED INDUSTRIAL RATE - YEAR 2			PROPOSED INDUSTRIAL RATE - YEAR 3		
Monthly Charge:	\$	58.50 /Month	Monthly Charge:	\$	59.75 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 8.00 /kW		All kW	\$ 8.40 /kW
Energy Charge:			Energy Charge:		
First	50 kWh	\$ 0.1083 /kWh		ALL kWh	\$ 0.1124 /kWh

Proposed - Year 1			Proposed - Year 2			Proposed - Year 3		
PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE		
Base Charge	\$60.00	/Month	Base Charge	\$62.00	/Month	Base Charge	\$64.00	/Month
Demand Charge	8.00	\$/kW	Demand Charge	8.70	\$/kW	Demand Charge	9.00	\$/kW
Energy Charge	0.0998	\$/kWh	Energy Charge	0.1000	\$/kWh	Energy Charge	0.1001	\$/kWh

The Primary Meter rate has been adjusted to reach the full revenue requirement assigned to this rate class as determined in the cost of service from 2026. Industrial rate changes were used as guidance on the rate changes with the cost of service results as a boundary.

In the end the rates were designed for a total required revenue plan. It was discussed that Odessa would like to reach the full revenue requirement through a three to four year plan. As in residential, these rates should be reassessed in a year.

Each of these rates has considered current cash flow, cost of service study 2026, and goals of the city and utility. Prime Metered rate class has been designed to more fully reflect the rate class cost for service and to make up the minimum cash flow while being fair as possible to all users on the Odessa Power and Light system.

PRIMARY METERING RATE COMPARISON

YEAR 1 RATE CHANGE

Demand kW	Energy kWh	Load Factor	EXISTING PRIMARY RATE		PROPOSED PRIMARY RATE - YEAR 1		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,264.79	\$ 0.1442	\$ 5,702.70	\$ 0.1562	\$ 437.91
	54,750	30%	\$ 6,972.99	\$ 0.1274	\$ 7,524.05	\$ 0.1374	\$ 551.06
	75,000	41%	\$ 8,868.39	\$ 0.1182	\$ 9,545.00	\$ 0.1273	\$ 676.61
	91,250	50%	\$ 10,389.39	\$ 0.1139	\$ 11,166.75	\$ 0.1224	\$ 777.36
	109,500	60%	\$ 12,097.59	\$ 0.1105	\$ 12,988.10	\$ 0.1186	\$ 890.51
	127,750	70%	\$ 13,805.79	\$ 0.1081	\$ 14,809.45	\$ 0.1159	\$ 1,003.66
300	43,800	20%	\$ 6,304.07	\$ 0.1439	\$ 6,831.24	\$ 0.1560	\$ 527.17
	65,700	30%	\$ 8,353.91	\$ 0.1272	\$ 9,016.86	\$ 0.1372	\$ 662.95
	90,000	41%	\$ 10,628.39	\$ 0.1181	\$ 11,442.00	\$ 0.1271	\$ 813.61
	109,500	50%	\$ 12,453.59	\$ 0.1137	\$ 13,388.10	\$ 0.1223	\$ 934.51
	131,400	60%	\$ 14,503.43	\$ 0.1104	\$ 15,573.72	\$ 0.1185	\$ 1,070.29
	153,300	70%	\$ 16,553.27	\$ 0.1080	\$ 17,759.34	\$ 0.1158	\$ 1,206.07
400	58,400	20%	\$ 8,382.63	\$ 0.1435	\$ 9,088.32	\$ 0.1556	\$ 705.69
	87,600	30%	\$ 11,115.75	\$ 0.1269	\$ 12,002.48	\$ 0.1370	\$ 886.73
	120,000	41%	\$ 14,148.39	\$ 0.1179	\$ 15,236.00	\$ 0.1270	\$ 1,087.61
	146,000	50%	\$ 16,581.99	\$ 0.1136	\$ 17,830.80	\$ 0.1221	\$ 1,248.81
	175,200	60%	\$ 19,315.11	\$ 0.1102	\$ 20,744.96	\$ 0.1184	\$ 1,429.85
	204,400	70%	\$ 22,048.23	\$ 0.1079	\$ 23,659.12	\$ 0.1157	\$ 1,610.89
500	73,000	20%	\$ 10,461.19	\$ 0.1433	\$ 11,345.40	\$ 0.1554	\$ 884.21
	109,500	30%	\$ 13,877.59	\$ 0.1267	\$ 14,988.10	\$ 0.1369	\$ 1,110.51
	150,000	41%	\$ 17,668.39	\$ 0.1178	\$ 19,030.00	\$ 0.1269	\$ 1,361.61
	182,500	50%	\$ 20,710.39	\$ 0.1135	\$ 22,273.50	\$ 0.1220	\$ 1,563.11
	219,000	60%	\$ 24,126.79	\$ 0.1102	\$ 25,916.20	\$ 0.1183	\$ 1,789.41
	255,500	70%	\$ 27,543.19	\$ 0.1078	\$ 29,558.90	\$ 0.1157	\$ 2,015.71
600	87,600	20%	\$ 12,539.75	\$ 0.1431	\$ 13,602.48	\$ 0.1553	\$ 1,062.73
	131,400	30%	\$ 16,639.43	\$ 0.1266	\$ 17,973.72	\$ 0.1368	\$ 1,334.29
	180,000	41%	\$ 21,188.39	\$ 0.1177	\$ 22,824.00	\$ 0.1268	\$ 1,635.61
	219,000	50%	\$ 24,838.79	\$ 0.1134	\$ 26,716.20	\$ 0.1220	\$ 1,877.41
	262,800	60%	\$ 28,938.47	\$ 0.1101	\$ 31,087.44	\$ 0.1183	\$ 2,148.97
	306,600	70%	\$ 33,038.15	\$ 0.1078	\$ 35,458.68	\$ 0.1157	\$ 2,420.53

PRIMARY RATE					
EXISTING PRIMARY RATE			PROPOSED PRIMARY RATE - YEAR 1		
Monthly Charge:	\$	68.39 /Month	Monthly Charge:	\$	60.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 7.12 /kW		All kW	\$ 8.00 /kW
Energy Charge:			Energy Charge:		
	All kWh	\$ 0.0936 /kWh		ALL kWh	\$ 0.0998 /kWh

PRIMARY METERING RATE COMPARISON

YEAR 2 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED PRIMARY RATE - YEAR 1		PROPOSED PRIMARY RATE - YEAR 2		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,702.70	\$ 0.1562	\$ 5,887.00	\$ 0.1613	\$ 184.30
	54,750	30%	\$ 7,524.05	\$ 0.1374	\$ 7,712.00	\$ 0.1409	\$ 187.95
	75,000	41%	\$ 9,545.00	\$ 0.1273	\$ 9,737.00	\$ 0.1298	\$ 192.00
	91,250	50%	\$ 11,166.75	\$ 0.1224	\$ 11,362.00	\$ 0.1245	\$ 195.25
	109,500	60%	\$ 12,988.10	\$ 0.1186	\$ 13,187.00	\$ 0.1204	\$ 198.90
	127,750	70%	\$ 14,809.45	\$ 0.1159	\$ 15,012.00	\$ 0.1175	\$ 202.55
300	43,800	20%	\$ 6,831.24	\$ 0.1560	\$ 7,052.00	\$ 0.1610	\$ 220.76
	65,700	30%	\$ 9,016.86	\$ 0.1372	\$ 9,242.00	\$ 0.1407	\$ 225.14
	90,000	41%	\$ 11,442.00	\$ 0.1271	\$ 11,672.00	\$ 0.1297	\$ 230.00
	109,500	50%	\$ 13,388.10	\$ 0.1223	\$ 13,622.00	\$ 0.1244	\$ 233.90
	131,400	60%	\$ 15,573.72	\$ 0.1185	\$ 15,812.00	\$ 0.1203	\$ 238.28
	153,300	70%	\$ 17,759.34	\$ 0.1158	\$ 18,002.00	\$ 0.1174	\$ 242.66
400	58,400	20%	\$ 9,088.32	\$ 0.1556	\$ 9,382.00	\$ 0.1607	\$ 293.68
	87,600	30%	\$ 12,002.48	\$ 0.1370	\$ 12,302.00	\$ 0.1404	\$ 299.52
	120,000	41%	\$ 15,236.00	\$ 0.1270	\$ 15,542.00	\$ 0.1295	\$ 306.00
	146,000	50%	\$ 17,830.80	\$ 0.1221	\$ 18,142.00	\$ 0.1243	\$ 311.20
	175,200	60%	\$ 20,744.96	\$ 0.1184	\$ 21,062.00	\$ 0.1202	\$ 317.04
	204,400	70%	\$ 23,659.12	\$ 0.1157	\$ 23,982.00	\$ 0.1173	\$ 322.88
500	73,000	20%	\$ 11,345.40	\$ 0.1554	\$ 11,712.00	\$ 0.1604	\$ 366.60
	109,500	30%	\$ 14,988.10	\$ 0.1369	\$ 15,362.00	\$ 0.1403	\$ 373.90
	150,000	41%	\$ 19,030.00	\$ 0.1269	\$ 19,412.00	\$ 0.1294	\$ 382.00
	182,500	50%	\$ 22,273.50	\$ 0.1220	\$ 22,662.00	\$ 0.1242	\$ 388.50
	219,000	60%	\$ 25,916.20	\$ 0.1183	\$ 26,312.00	\$ 0.1201	\$ 395.80
	255,500	70%	\$ 29,558.90	\$ 0.1157	\$ 29,962.00	\$ 0.1173	\$ 403.10
600	87,600	20%	\$ 13,602.48	\$ 0.1553	\$ 14,042.00	\$ 0.1603	\$ 439.52
	131,400	30%	\$ 17,973.72	\$ 0.1368	\$ 18,422.00	\$ 0.1402	\$ 448.28
	180,000	41%	\$ 22,824.00	\$ 0.1268	\$ 23,282.00	\$ 0.1293	\$ 458.00
	219,000	50%	\$ 26,716.20	\$ 0.1220	\$ 27,182.00	\$ 0.1241	\$ 465.80
	262,800	60%	\$ 31,087.44	\$ 0.1183	\$ 31,562.00	\$ 0.1201	\$ 474.56
	306,600	70%	\$ 35,458.68	\$ 0.1157	\$ 35,942.00	\$ 0.1172	\$ 483.32

PRIMARY RATE					
PROPOSED PRIMARY RATE - YEAR 1			PROPOSED PRIMARY RATE - YEAR 2		
Monthly Charge:	\$	60.00 /Month	Monthly Charge:	\$	62.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 8.00 /kW		All kW	\$ 8.70 /kW
Energy Charge:			Energy Charge:		
	ALL kWh	\$ 0.0998 /kWh		ALL kWh	\$ 0.1000 /kWh

PRIMARY METERING RATE COMPARISON

YEAR 3 RATE CHANGE

Demand kW	Energy kWh	Load Factor	PROPOSED PRIMARY RATE YEAR 2		PROPOSED PRIMARY RATE YEAR 3		Difference \$
			Bill - \$	\$/kWh	Bill - \$	\$/kWh	
250	36,500	20%	\$ 5,887.00	\$ 0.1613	\$ 5,967.65	\$ 0.1635	\$ 80.65
	54,750	30%	\$ 7,712.00	\$ 0.1409	\$ 7,794.48	\$ 0.1424	\$ 82.47
	75,000	41%	\$ 9,737.00	\$ 0.1298	\$ 9,821.50	\$ 0.1310	\$ 84.50
	91,250	50%	\$ 11,362.00	\$ 0.1245	\$ 11,448.13	\$ 0.1255	\$ 86.13
	109,500	60%	\$ 13,187.00	\$ 0.1204	\$ 13,274.95	\$ 0.1212	\$ 87.95
	127,750	70%	\$ 15,012.00	\$ 0.1175	\$ 15,101.78	\$ 0.1182	\$ 89.77
300	43,800	20%	\$ 7,052.00	\$ 0.1610	\$ 7,148.38	\$ 0.1632	\$ 96.38
	65,700	30%	\$ 9,242.00	\$ 0.1407	\$ 9,340.57	\$ 0.1422	\$ 98.57
	90,000	41%	\$ 11,672.00	\$ 0.1297	\$ 11,773.00	\$ 0.1308	\$ 101.00
	109,500	50%	\$ 13,622.00	\$ 0.1244	\$ 13,724.95	\$ 0.1253	\$ 102.95
	131,400	60%	\$ 15,812.00	\$ 0.1203	\$ 15,917.14	\$ 0.1211	\$ 105.14
	153,300	70%	\$ 18,002.00	\$ 0.1174	\$ 18,109.33	\$ 0.1181	\$ 107.33
400	58,400	20%	\$ 9,382.00	\$ 0.1607	\$ 9,509.84	\$ 0.1628	\$ 127.84
	87,600	30%	\$ 12,302.00	\$ 0.1404	\$ 12,432.76	\$ 0.1419	\$ 130.76
	120,000	41%	\$ 15,542.00	\$ 0.1295	\$ 15,676.00	\$ 0.1306	\$ 134.00
	146,000	50%	\$ 18,142.00	\$ 0.1243	\$ 18,278.60	\$ 0.1252	\$ 136.60
	175,200	60%	\$ 21,062.00	\$ 0.1202	\$ 21,201.52	\$ 0.1210	\$ 139.52
	204,400	70%	\$ 23,982.00	\$ 0.1173	\$ 24,124.44	\$ 0.1180	\$ 142.44
500	73,000	20%	\$ 11,712.00	\$ 0.1604	\$ 11,871.30	\$ 0.1626	\$ 159.30
	109,500	30%	\$ 15,362.00	\$ 0.1403	\$ 15,524.95	\$ 0.1418	\$ 162.95
	150,000	41%	\$ 19,412.00	\$ 0.1294	\$ 19,579.00	\$ 0.1305	\$ 167.00
	182,500	50%	\$ 22,662.00	\$ 0.1242	\$ 22,832.25	\$ 0.1251	\$ 170.25
	219,000	60%	\$ 26,312.00	\$ 0.1201	\$ 26,485.90	\$ 0.1209	\$ 173.90
	255,500	70%	\$ 29,962.00	\$ 0.1173	\$ 30,139.55	\$ 0.1180	\$ 177.55
600	87,600	20%	\$ 14,042.00	\$ 0.1603	\$ 14,232.76	\$ 0.1625	\$ 190.76
	131,400	30%	\$ 18,422.00	\$ 0.1402	\$ 18,617.14	\$ 0.1417	\$ 195.14
	180,000	41%	\$ 23,282.00	\$ 0.1293	\$ 23,482.00	\$ 0.1305	\$ 200.00
	219,000	50%	\$ 27,182.00	\$ 0.1241	\$ 27,385.90	\$ 0.1250	\$ 203.90
	262,800	60%	\$ 31,562.00	\$ 0.1201	\$ 31,770.28	\$ 0.1209	\$ 208.28
	306,600	70%	\$ 35,942.00	\$ 0.1172	\$ 36,154.66	\$ 0.1179	\$ 212.66

PRIMARY RATE					
PROPOSED PRIMARY RATE - YEAR 2			PROPOSED PRIMARY RATE - YEAR 3		
Monthly Charge:	\$	62.00 /Month	Monthly Charge:	\$	64.00 /Month
Demand Charge:			Demand Charge:		
	All kW	\$ 8.70 /kW		All kW	\$ 9.00 /kW
Energy Charge:			Energy Charge:		
	ALL kWh	\$ 0.1000 /kWh		ALL kWh	\$ 0.1001 /kWh

Purchased Power Adjustment

PPA – Purchased Power Adjustment: The PPA provides a way to spread the volatility of the cost for purchasing power from MPUA.

Odessa purchases power exclusively from the MPUA pool.

The cost for providing power includes the following:

- Wheeling – Cost to maintain transmission lines to bring the power from multiple other municipal generators to Odessa.
- Power Production – Fuel, Maintenance, Equipment costs.
- Administrative – Office costs to keep records, bill, and answer questions at the MPUA and each of the generating facilities.
- Special Loans and Investments – These can be loans or costs that keep the system going through severe weather events and/or expansions in capacity.

The MPUA billing total is quite dynamic. Statistics for the 38 prior months were examined and the following were determined:

- The bill can jump as much as \$70k from month to month.
- The current all in cost has been from 9.61¢/kWh to 10.00¢/kWh over the 38 months (including other costs).

The equation for the new PPA is as follows:

$$PPA_{\text{Adjustment}} = \text{Average}_{6 \text{ Months}} \left(\frac{\text{MPUA \$}}{\text{kWh Purchased}} \right) - \text{Base MPUA Cost} \quad (\$/\text{kWh})$$

Where,

$PPA_{\text{Adjustment}}$ = Purchased Power Cost Adjustment to the \$/kWh for the month across all rate classes

MPUA \$ = Total MPUA Monthly Bill

kWh Purchased = Total kWh energy purchased as shown on the MPUA bill

$\text{Average}_{6 \text{ Months}} (\text{MPUA \$}/\text{kWh Purchased})$ = Six month average of the \$/kWh paid for purchased power from MPUA where the kWhs are the monthly kWhs purchased as indicated on the MPUA bill

Base MPUA Cost = Base cost is the \$/kWh and is set by city ordinance based on average cost and slight offset to reduce risk from volatility in the pricing month to month

See the Spreadsheet and instructions in the workbook with the spreadsheet to perform monthly adjustment calculations.

Purchased Power Adjustment (PPA) formula. The rates established by this division for electric energy shall be adjusted for any changes of rates hereafter made by the supplier of electricity purchased by the city or by any subsequent supplier. The city is hereby empowered and directed to determine the amount of said change upon a per kWh basis and to thereafter, effective for the billing period next following the effective date of change of rates, increase or decrease the rates charged all purchasers of electricity from the city. For each 0.01 cent above or below or major fraction thereof, in the city's monthly base purchased power cost of 9.40 cents per kWh in the six months preceding the billing period, there shall be correspondingly added to or subtracted from each customer's bill, an amount equal to adjustment in cents per kWh times the total kWh billed to the customers, on all of the city's metered kilowatt hour rates.

Sec. 48-603. Commercial service.

- (a) *Availability.* Commercial electrical service is available to any commercial customer at points on the city power and light company's existing secondary distribution lines with the area served by the city power and light. The nameplate rating of any individual motor shall not exceed five horsepower and the combined nameplate rating of all motors, excluding fractional horsepower motors, shall not exceed ten horsepower unless otherwise approved by the superintendent.
- (b) *Character of service.* The character of commercial electrical service available is alternating current, 60 cycles, 120/240 volt single-phase, or where available and at the option of the city power and light 120/240 volt three-phase, four wire delta, or 120/208 volt three-phase, four wire wye.

i. Subclasses:

1. Small Commercial electric service is any commercial electric service that sustains less than 25kW demand averaged over four months.

2. Large Commercial electric service is any commercial electric service that averages over 25kW demand over four months. Once a service qualifies for Large Commercial it must sustain a demand less than 25kW for four months to be reassigned to Small Commercial.

- (c) *Application.* Commercial electrical service is intended for single-phase or three-phase service for all commercial uses in commercial establishments, where the city power and light is the sole source of supply.
- (d) *Special rule.* Apartment houses, rooming houses and property rented to transients shall be on commercial rates unless separate meters are provided for each apartment or tenant.
- (e) Changing from Small to Large or Large to Small Commercial requires application and review of four month average demand for qualification.

~~{Ord. No. 2984, § 1(B), 2-25-2019; Ord. No. 3029, § 1(B), 3-22-2021}~~

Sec. 48-633. Rate adjustments.

- (a) ~~Energy cost adjustment (ECA)~~ *Purchased Power Adjustment (PPA)* formula. The rates established by this division for electric energy shall be adjusted for any changes of rates hereafter made by the supplier of electricity purchased by the city or by any subsequent supplier. The city is hereby empowered and directed to determine the amount of said change upon a per kWh basis and to thereafter, effective for the billing period next following the effective date of change of rates, increase the rates charged all purchasers of electricity from the city. For each 0.01 cent ~~increase above~~ or ~~decrease below~~ or major fraction thereof, in the city's monthly base purchased power cost of ~~8.029.40~~ cents per kWh in the ~~three~~ six months preceding the billing period, there shall be correspondingly added to or subtracted from each customer's bill, an amount equal to ~~0.01~~ *adjustment in* cents per kWh times the total kWh billed to the customers, on all of the city's metered kilowatt hour rates.
- (b) *Annual electric operations adjustment (AOA).*
- (1) *Three Year Rate Plan: The following chart is the three year rate plan for all rate classes. The yearly changes must be approved by the board to come into effect. If the new rate is not passed before the end of March, a three and one half percent automatic increase will be made to ensure inflation and other costs are met.*

Proposed Rates Three Year Plan - Flat Rates											
PROPOSED RATES - YEAR 1				PROPOSED RATES - YEAR 2				PROPOSED RATES - YEAR 3			
RESIDENTIAL SERVICE RATE				RESIDENTIAL SERVICE RATE				RESIDENTIAL SERVICE RATE			
Base Charge	\$22.10	/Month		Base Charge	\$23.15	/Month		Base Charge	\$24.25	/Month	
Energy Charge	\$0.1044	/kWh		Energy Charge	\$0.1098	/kWh		Energy Charge	\$0.1155	/kWh	
Percent Change	6.2%			Percent Change	5.0%			Percent Change	5.0%		
SMALL COMMERCIAL SERVICE RATE				SMALL COMMERCIAL SERVICE RATE				SMALL COMMERCIAL SERVICE RATE			
Base Charge	\$27.00	/Month		Base Charge	\$28.00	/Month		Base Charge	\$29.15	/Month	
Energy Charge	\$0.1250	/kWh		Energy Charge	\$0.1300	/kWh		Energy Charge	\$0.1352	/kWh	
Percent Change	-17.7%			Percent Change	3.9%			Percent Change	4.0%		
LARGE COMMERCIAL SERVICE RATE				LARGE COMMERCIAL SERVICE RATE				LARGE COMMERCIAL SERVICE RATE			
Base Charge	\$46.00	/Month		Base Charge	\$47.00	/Month		Base Charge	\$48.00	/Month	
Demand Charge	\$10.00	/kW		Demand Charge	\$10.50	/kW		Demand Charge	\$11.00	/kW	
Energy Charge	\$0.1100	/kWh		Energy Charge	\$0.1140	/kWh		Energy Charge	\$0.1185	/kWh	
Percent Change	12.1%			Percent Change	3.9%			Percent Change	4.1%		
INDUSTRIAL SERVICE RATE				INDUSTRIAL SERVICE RATE				INDUSTRIAL SERVICE RATE			
Base Charge	\$57.75	/Month		Base Charge	\$58.50	/Month		Base Charge	\$59.75	/Month	
Demand Charge	\$7.50	/kW		Demand Charge	\$8.00	/kW		Demand Charge	\$8.40	/kW	
Energy Charge	\$0.1036	/kWh		Energy Charge	\$0.1083	/kWh		Energy Charge	\$0.1124	/kWh	
Percent Change	4.9%			Percent Change	4.9%			Percent Change	4.0%		
PRIMARY METERED SERVICE RATE				PRIMARY METERED SERVICE RATE				PRIMARY METERED SERVICE RATE			
Base Charge	\$60.00	/Month		Base Charge	\$62.00	/Month		Base Charge	\$64.00	/Month	
Demand Charge	\$8.00	/kW		Demand Charge	\$8.70	/kW		Demand Charge	\$9.00	/kW	
Energy Charge	\$0.0998	/kWh		Energy Charge	\$0.1000	/kWh		Energy Charge	\$0.1001	/kWh	
Percent Change	7.7%			Percent Change	2.1%			Percent Change	0.9%		
SECURITY LIGHTS				SECURITY LIGHTS				SECURITY LIGHTS			
All	\$8.50	/Month		All	\$8.50	/Month		All	\$8.50	/Month	
Estimate Annual Revenue	\$	292,690		Estimate Annual Revenue	\$	359,366		Estimate Annual Revenue	\$	533,963	

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- (2) *Non-demand metered rates.* For residential and commercial rates and all other non-demand metered rates, the energy charges in this division are subject to an annual operations adjustment. Commencing with the first billing date for each consumer of each year, there shall be a three ~~and one half~~ percent increase to the customer service charge and a three percent increase to the ~~difference between the energy charge and the base energy charge of \$0.0802 as defined in the energy cost adjustment.~~ The annual operations adjustment shall not take effect until the beginning of the ~~2026-2027~~ fiscal year.
- (23) *Industrial and demand metered rates.* For industrial and demand primary metered general service rates and all other demand metered rates, the energy charges in this division are subject to an annual operations adjustment. Commencing with the first billing date for each customer after March 31 of each year, there shall be a three ~~and one half~~ percent increase to the customer service charge and a three ~~and one half~~ percent increase to the ~~difference between the energy charge and the base energy charge of \$0.0364 as defined in the energy cost adjustment.~~ The annual operations adjustment shall not take effect until the beginning of the ~~2026-2027~~ fiscal year.
- (4) *The PPA base rate.* The Power Purchase Adjustment (PPA) base rate shall be reviewed annually each January. Any adjustment to the PPA base rate shall be adopted no later than the end of the fiscal year in March. The PPA base rate shall be calculated using the average power purchase costs incurred during the preceding five (5) years. The rate shall be established at a level projected to generate annual revenues sufficient to recover anticipated power purchase costs and maintain an annual margin of not less than Fifty Thousand Dollars (\$50,000) and not more than One Hundred Thousand Dollars (\$100,000). Revenue projections shall be based on the utility's total kilowatt-hour (kWh) sales and MPUA billing data for the preceding twelve (12) months.
- (c) *Effective date.* ~~This section shall be effective July 1, 2021.~~
(~~Ord. No. 2984, § 4, 2-25-2019; Ord. No. 3029, § 4, 3-22-2021~~)

EXISTING RATES			Proposed Rates Three Year Plan - Flat Rates								
CURRENT RATES			PROPOSED RATES - YEAR 1			PROPOSED RATES - YEAR 2			PROPOSED RATES - YEAR 3		
RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE			RESIDENTIAL SERVICE RATE		
Base Charge	\$20.87	/Month	Base Charge	\$22.10	/Month	Base Charge	\$23.15	/Month	Base Charge	\$24.25	/Month
Energy Charge			Energy Charge	\$0.1044	/kWh	Energy Charge	\$0.1098	/kWh	Energy Charge	\$0.1155	/kWh
All kWh	\$0.0982	/kWh	Percent Change	6.2%		Percent Change	5.0%		Percent Change	5.0%	
SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE			SMALL COMMERCIAL SERVICE RATE		
Base Charge	\$42.89	/Month	Base Charge	\$27.00	/Month	Base Charge	\$28.00	/Month	Base Charge	\$29.15	/Month
Energy Charge	\$0.1303	/kWh	Energy Charge	\$0.1250	/kWh	Energy Charge	\$0.1300	/kWh	Energy Charge	\$0.1352	/kWh
			Percent Change	-17.7%		Percent Change	3.9%		Percent Change	4.0%	
LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE			LARGE COMMERCIAL SERVICE RATE		
Base Charge	\$42.89	/Month	Base Charge	\$46.00	/Month	Base Charge	\$47.00	/Month	Base Charge	\$48.00	/Month
Demand Charge	\$0.00	/kW	Demand Charge	\$10.00	/kW	Demand Charge	\$10.50	/kW	Demand Charge	\$11.00	/kW
Energy Charge	\$0.1303	/kWh	Energy Charge	\$0.1100	/kWh	Energy Charge	\$0.1140	/kWh	Energy Charge	\$0.1185	/kWh
			Percent Change	12.1%		Percent Change	3.9%		Percent Change	4.1%	
INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE			INDUSTRIAL SERVICE RATE		
Base Charge	\$56.80	/Month	Base Charge	\$57.75	/Month	Base Charge	\$58.50	/Month	Base Charge	\$59.75	/Month
Demand Charge	\$7.12	/kW	Demand Charge	\$7.50	/kW	Demand Charge	\$8.00	/kW	Demand Charge	\$8.40	/kW
Energy Charge	\$0.0988	/kWh	Energy Charge	\$0.1036	/kWh	Energy Charge	\$0.1083	/kWh	Energy Charge	\$0.1124	/kWh
			Percent Change	4.9%		Percent Change	4.9%		Percent Change	4.0%	
PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE			PRIMARY METERED SERVICE RATE		
Base Charge	\$68.39	/Month	Base Charge	\$60.00	/Month	Base Charge	\$62.00	/Month	Base Charge	\$64.00	/Month
Demand Charge	\$7.12	/kW	Demand Charge	\$8.00	/kW	Demand Charge	\$8.70	/kW	Demand Charge	\$9.00	/kW
Energy Charge	\$0.0936	/kWh	Energy Charge	\$0.0998	/kWh	Energy Charge	\$0.1000	/kWh	Energy Charge	\$0.1001	/kWh
			Percent Change	7.7%		Percent Change	2.1%		Percent Change	0.9%	
SECURITY LIGHTS			SECURITY LIGHTS			SECURITY LIGHTS			SECURITY LIGHTS		
All	\$8.50	/Month	All	\$8.50	/Month	All	\$8.50	/Month	All	\$8.50	/Month
			Estimate Annual Revenue		\$ 292,690	Estimate Annual Revenue		\$ 559,366	Estimate Annual Revenue		\$ 833,963