



**BOARD OF ALDERMEN
REGULAR AGENDA
Monday, August 10, 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

- July 27, 2026 – Regular Session

Municipal Court July Rpt.

Community Development July Rpt.

Pay Application #3 – Street Maintenance Building

Pay Application #4 – 2nd Street Sidewalks

Pay Application #4 – Mason Street Sidewalks

MAYOR REPORT

ALDERMEN REPORT

CITY ADMINISTRATOR REPORT

PUBLIC HEARING

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

Presentation
1912 Building

Update on the 1912 Building Development Project
Presented by Adam Couch, The 1912 Development Group

Presentation
2025-2026 Audit

Presentation on the 2025-2026 Audit.
Presented by BerganKDV

Bill No 2026-29
(1st & 2nd Reading)
Amend Tenure of City Clerk

Introduction and readings of Bill No. 2026-29 amending Chapter 2 (Two), Article III, Division 4 (Four), Section 2-220. Term of Office of the Code of Ordinances of the City of Odessa, Missouri, relating to the appointment and tenure of the City Clerk. *Shawna Davis Camp, City Administrator*

Resolution No. 2026-25
Animal Control Facility

Proposed Resolution No. 2026-25 authorizing the Mayor to execute a construction contract with Goodman Construction, LLC for the construction of the City's animal control facility.
Josh Thompson, Police Chief

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

August 24, 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:

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.
September 7 – City Hall Closed to observe Labor Day
September @ 6:00 p.m. – Board of Aldermen @ Community Bldg.
September 13-17 – Missouri Municipal League
September 8 @ 9:30 a.m. - Municipal Court – Community Bldg.
September 16 @ 7:00 p.m. – Parks Board Meeting @ Community Bldg.
September 17 @ 6:00 p.m. – Planning Commission @ Community Bldg.
September 28 @ 4:30 p.m. – Finance Committee @ City Hall
September 28 @ 6:00 p.m. – Board of Aldermen @ Community Bldg.

Other Events:

August 13-16 ~ Puddle Jumper Days

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

ELECTED OFFICIALS

	Mayor Bruce Whitsitt	bruce.whitsitt@cityofodessamo.com	(816) 565-6610
Ward 1	Aldерwoman Mickey Starr	mickey.starr@cityofodessamo.com	(816) 260-8448
Ward 1	Aldерwoman Karla Polson	karla.polson@cityofodessamo.com	(816) 739-2224
Ward 2	Aldерwoman 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	Aldерwoman 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 August 5, 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, July 27, 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	Troy Woutzke, Electric
Karen Findora, City Clerk	Darrin Lamb, Streets/Water
Cathy Thompson, Finance Director	Kenny Snider, Wastewater
Josh Thompson, Police Chief	Jeff Deane, Lauber Municipal Law

PUBLIC IN ATTENDANCE

Hannah Sparr, The Odessan	Jeff LeBlanc
Bruce & Tina Peerson	

WELCOME OF VISITORS

Mayor Whitsitt welcomed visitors and those viewing on YouTube.

APPROVAL OF CONSENT AGENDA

Approval of the consent agenda.

- July 13, 2026 – Regular Session
- Finance May & June Rpt.

Alderdwoman Polson moved to approve the July 13, 2026 meeting minutes as submitted along with the May and June Finance report, seconded by Alderdwoman Starr.

Motion carried 6-Aye, 0-No.

MAYOR REPORT

Mayor Whitsitt reminded everyone to get out and vote in the August 4th Primary Election. He went on to announce that the City of Odessa has several vacant Board and Commission seats open and that anyone interested should visit the city's website to fill out an application. Mayor Whitsitt stated that he recently saw a post on Facebook asking

what people loved about Odessa. He stated that he enjoys living in Odessa and loves the history that goes along with the City of Odessa.

ALDERMEN REPORTS

- Alderman Plachte stated that the Planning Commission met last week. The Commission recommended approval for the replat. He went on to thank the electric department for all their hard work repairing the electric lines in the stifling heat.
- Alderwoman Wrenn thanked city staff for the board's recent orientation. She stated that she learned a lot from each department.
- Alderwoman Polson – No Rpt.
- Alderman Palmer – No Rpt.
- Alderwoman Starr thanked the city for opening the Community Building to address the excessive heat, providing people with a place to go during the heat.
- Alderwoman Finch thanked the electric department for their hard work repairing the electric lines. She stated that she's happy to see how our local staff maintain the local utility and how quickly they arrived on scene and got straight to work on repairs, even during the heat. The Police Dept. quickly blocked off the street, and everything was handled quickly and effectively.

CITY ADMINISTRATOR REPORT

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

Special Event Application ~ Puddle Jumper Days Street Closure

Jeff LeBlanc, Puddle Jumpers Committee, requested street closure for the annual Puddle Jumper Days event. Date: Monday, August 10, 2026 – Sunday, August 16, 2026. Attached to the agenda was a written explanation and map of the site.

Motion was made by Alderwoman Starr to approve the Puddle Jumper Days Street Closure and to include Railroad Park, seconded by Alderman Plachte.

Motion carried 6-Aye, 0-No

Special Event Application ~ Broken Dollar Beer Garden

Tina Peerson, Owner of Broken Dollar requested a beer garden to be placed in front of her business during the annual Puddle Jumper Days event. Date: Thur., August 13 – 15, 2026, 9:00 AM – 12:00 AM (Setup & Tear Down, not serving times) Request: Broken Dollar Saloon Beer Garden to run in front of the Broken Dollar Saloon, Thur. August 13 through Sat. Aug. 15, 2026. The space will be equivalent of 3-4 orange fenced-in spots allocated by the Puddle Jumpers Committee.

Tina Peerson stated that they would install a 5 ½ ft. fence around the perimeter. There will be someone checking ideas and someone watching the perimeter of the area during the event.

Motion was made by Alderwoman Starr to approve the Broken Dollar Beer Garden for the annual Puddle Jumper Days event with the following date and times:

Thursday, August 13, 2026: 5:30 p.m. – 11:00 p.m.

Friday, August 14, 2026: 4:00 p.m. – 12:00 a.m.

Saturday, August 15, 2026: 4:00 p.m. – 12:00 a.m.

Seconded by Alderwoman Wrenn.

Motion carried 6-Aye, 0-No

Motion of Approval ~ IBTS Contract & Part-time Inspector

Motion for approval to terminate the existing agreement with IBTS and to hire a part-time Building Inspector to perform building inspections, plan review, and related code enforcement services.

Discussion: 90 days' notice is required before the contract can be terminated. Staff will need to use IBTS for a while even after a part-time Building Inspector is hired. There are significant savings in hiring a Building Inspector. This would be a 30-hour position. The IBTS contract is up May 1, 2027. Staff can give 90 days' notice at any time. Jeff Deane, Lauber Municipal Law, stated that, given what the City Administrator has relayed, the city probably has grounds for a for-cause termination, which would trigger a 30-day cure period. Each party would probably prefer an amicable separation. The position would need to be certified ICC or obtain this certification within the proper time frame.

Motion was made by Alderman Plachte to approve the termination of the IBTS contract and to hire a part-time Building Inspector, seconded by Alderman Palmer.

Motion carried 6-Aye, 0-No

Bill No. 2026-27 Introduction and 1st Reading ~ Replat of Barnett Subdivision

Mayor Whatsitt read the proposed Ordinance, Bill No. 2026-27, of the proposed ordinance approving the Replat of Barnett Subdivision Lots 6 and 7 into Lots 6A and 7A of Barnett Subdivision located within the City of Odessa, Lafayette County, Missouri, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-27, upon its first reading, and proceed to the second reading. Motion seconded by Alderman Palmer, and carried with the following vote.

Motion carried 6-Aye, 0-No.

Bill No. 2026-27 Introduction and 2nd Reading ~ Replat of Barnett Subdivision

Mayor Whatsitt read the proposed Ordinance, Bill No. 2026-27, of the proposed ordinance approving the Replat of Barnett Subdivision Lots 6 and 7 into Lots 6A and 7A of Barnett Subdivision located within the City of Odessa, Lafayette County, Missouri, second reading.

Motion was made by Alderwoman Finch to adopt Bill No. 2026-27, of the proposed ordinance approving the Replat of Barnett Subdivision Lots 6 and 7 into Lots 6A and 7A of Barnett Subdivision located within the City of Odessa, Lafayette County, Missouri, second reading, and approve the bill as an ordinance. Motion seconded by Alderman Palmer, 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. 2026-27 became **Ordinance No. 3191**

Bill No. 2026-28 Introduction and 1st Reading ~ Revised Electric Rates

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-28, amending Chapter 48 of the City Code regarding Commercial Services and Rate Adjustments, first reading.

Motion was made by Alderman Plachte to adopt Bill No. 2026-28, upon its first reading, and proceed to the second reading. Motion seconded by Alderwoman Finch, and carried with the following vote.

Motion carried 6-Aye, 0-No.

Discussion: Alderwoman Finch stated that the proposal reflects the numerous conversations the board has had and that the consensus from the last meeting is good with how it's presented. Alderman Palmer stated that he agreed.

Bill No. 2026-28 Introduction and 2nd Reading ~ Revised Electric Rates

Mayor Whitsitt read the proposed Ordinance, Bill No. 2026-28, amending Chapter 48 of the City Code regarding Commercial Services and Rate Adjustments, second reading.

Motion was made by Alderman Palmer to adopt Bill No. 2026-28, amending Chapter 48 of the City Code regarding Commercial Services and Rate Adjustments, second reading, and approve the bill as an ordinance. Motion seconded by Alderwoman Starr, and carried with the following vote.

Roll call vote as follows:

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

Motion carried 6-Aye, 0-No.

Bill No. 2026-28 became **Ordinance No. 3192**

Resolution No. 2026-24 ~ Revised Fee Schedule

Mayor Whitsitt read the proposed Resolution No. 2026-24 approving and adopting a revision to the City of Odessa Fee Schedule.

Motion was made by Alderman Finch approving and adopting a revision to the City of Odessa Fee Schedule, seconded by Alderman Starr.

Motion carried 6-Aye, 0-No.

Aldermen ~ Request for New Items

None.

Next Regular Scheduled Meeting:

Monday, August 10, 2026, at 6:00 p.m. Regular Session

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.

Alderwoman Finch made a motion to adjourn to closed session at 6:59 p.m., **Pursuant to RSMO 610.021 (1) Legal actions, causes of action, litigation, or confidential attorney/client communication 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 Alderwoman Polson.

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.

Motion to Resume to Open Session

Alderman Plachte made a motion to resume to open session at 8:00 p.m., seconded by Alderwoman Finch.

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.

Adjourn

There being no further business to come before the Board of Aldermen, a motion was made by Alderwoman Starr, seconded by Alderman Plachte, to adjourn the meeting at 8:01 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

**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 July 14, 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 August 11, 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: Jul 1, 2026 - Jul 31, 2026	
Mailing Address: 601 W MAIN STREET, ODESSA, MO 64076					
Physical Address: 601 W MAIN STREET, ODESSA, MO 64076				County: Lafayette County	
Telephone Number:		Fax Number:			
Prepared by: Jennifer LeBlanc		E-mail Address:			
Municipal Judge: SCARBOROUGH					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		29	345	112	
B. Cases (citations/informations) filed		0	50	12	
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	1	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		4	30	13	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	12	2	
6. dismissed by court		0	2	0	
7. <i>nolle prosequi</i>		0	5	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		4	49	16	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		25	346	108	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		15	<u>IV. PARKING TICKETS</u> ☐ Court staff does not process parking tickets		
2. # Served/withdrawn during reporting period		2			
3. # Outstanding at end of reporting period		349			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: City of Odessa	Reporting Period: Jul 1, 2026 - Jul 31, 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	\$2,510.00	Court Automation	\$315.00
Clerk Fee - Excess Revenue	\$348.00	Court Automation-Time Payment	\$16.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$10.73	Due To Debt Collection	\$80.15
Bond forfeitures (paid to city) - Excess Revenue	\$200.00	Law Enf Arrest-Local	\$17.64
Total Excess Revenue	\$3,068.73	Overpayment	\$5.21
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Overpayment-E/R	\$3.00
		State's % of Time Pay Fee	\$14.00
		Time Payment Fee	\$20.00
Fines - Other	\$1,709.50	Total Other Disbursements	\$471.00
Clerk Fee - Other	\$192.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$6,883.00
Judicial Education Fund (JEF) ☒ Court does not retain funds for JEF	\$0.00	Bond Refunds	\$31.00
Peace Officer Standards and Training (POST) Commission surcharge	\$45.00	Total Disbursements	\$6,914.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$320.85		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$5.92		
Law Enforcement Training (LET) Fund surcharge	\$90.00		
Domestic Violence Shelter surcharge	\$90.00		
Inmate Prisoner Detainee Security Fund surcharge	\$90.00		
Restitution	\$500.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$300.00		
Total Other Revenue	\$3,343.27		



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

Planning & Zoning Meeting

July 23, 2026 rescheduled regular meeting

NEW BUSINESS

REPLAT / RP-03-2026 / PARCEL # 14-7.0-36-4-002-113.000 &
23-1.0-01-1-001-008.000 /LOT 6 & Lot 7 / BARNETT
SUBDIVISION/ 408 E. MAIN ST.

Motion carried to **APPROVE** RP-03-2026 recommendation;

4-Ayes, 0 Noes

The next regular Planning & Zoning meeting is August 20, 2026.

Board of Adjustment Meeting

None

Active Projects

City Maintenance Building

New Construction Permits

604 Mason Ct. (4-Plex)

605 Mason Ct. (4-Plex)

Other Permits Issued

Accessory Structures	2
Decks	1
Electric	2
Fences	3
Pools	1
Sewer	<u>1</u>
Total	10

Invoice # 2619-3

AIA Document G702 - 1992

APPLICATION AND CERTIFICATE FOR PAYMENT

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

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

APPLICATION NO:

PERIOD TO: 07/31/2026

CONTRACT DATE:

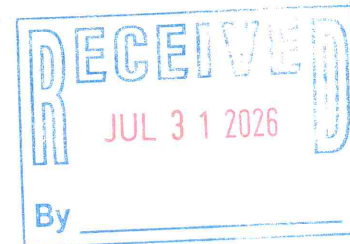
PROJECT NOS:

DISTRIBUTION TO:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FROM

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

VIA ARCHITECT:



CONTRACT FOR 2619-3

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) \$503,835.83
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..... \$503,835.83
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... 407,777.53
(Line 6 From Prior Certificate)
8. CURRENT PAYMENT DUE..... \$96,058.30
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$225,621.22

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

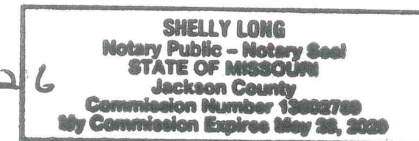
The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were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

CONTRACTOR: KAT Excavation, Inc.

By: Shelly Long Date: 07/31/2024

State of: MO
County of: Jackson
Subscribed and sworn to before
me this 31 day of July 2024

Notary Public: Shelly Long
My commission expires:



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

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

CONTRACTOR:

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: 3

APPLICATION DATE: 07/31/2026

PERIOD TO: 07/31/2026

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	8,930.00	3,572.00		12,502.00	70	5,358.00	
	Earthwork	37,500.00	31,875.00	5,625.00		37,500.00	100		
	Demo	12,000.00	12,000.00			12,000.00	100		
	Architectural/Structural/Civil	16,000.00	16,000.00			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	62,645.00		250,580.00	100		
	Interior/Warehouse Finishes	80,721.00		24,216.30		24,216.30	30	56,504.70	
	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	17,368.03			17,368.03	50	17,368.02	
	Totals:	729,457.05	407,777.53	96,058.30		503,835.83	69	225,621.22	

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. 4
Date 08/01/2026
Period to 07/31/2026
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	\$	822,406.58
Less <u>0%</u> to be Retained	\$	0.00
Net Amount of this Estimate	\$	822,406.58
Less Total Previous Payments to Contractor	\$	700,590.51
Balance Due Contractor	\$	121,816.07

By Lse Beis
Title Corporate Secretary

Date 08/01/2026
Date 08/05/206

Verified By Hassan Tabyeh
Construction Inspector

Approved By [Signature]
City of Odessa

Date 8/5/2026

Second Street
Historic Downtown District improvements
City of Odessa, Missouri

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

Application No: 4
Application Date: 08/01/26
Period to: 07/31/26

Line	Item	Item Description	Units	Quantity	Unit	Total	Unit	Unit	Unit	Work Completed				work
	No.				Price		Completed Previous Period	Completed Current Period	Completed to Date	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	0.75		0.75	\$176,954.25	\$0.00	\$176,954.25	75%	\$58,984.75
2	207-20.00	Linear Grading Class 2	STA	7.70	\$4,950.00	\$38,115.00	5.00		5.00	\$24,750.00	\$0.00	\$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	1041.00	104.00	1145.00	\$52,861.98	\$5,281.12	\$58,143.10	75%	\$19,144.06
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	29.00	15.00	44.00	\$2,307.24	\$1,193.40	\$3,500.64	73%	\$1,272.96
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	0.75		0.75	\$50,938.80	\$0.00	\$50,938.80	75%	\$16,979.60
14	627-40.00	Contractor Surveying and Staking	LS	1.00	\$25,300.00	\$25,300.00	0.75		0.75	\$18,975.00	\$0.00	\$18,975.00	75%	\$6,325.00
TOTAL ROADWAY						\$857,386.17				\$360,119.17	\$6,474.52	\$366,593.69		\$290,792.48
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	1100.00	580.00	1680.00	\$23,078.00	\$12,168.40	\$35,246.40	76%	\$11,127.79
22	502-99.07	Integral Retaining Wall W/Reinforcement	CY	23.00	\$3,109.02	\$71,507.46	9.00	5.25	14.25	\$27,981.18	\$16,322.36	\$44,303.54	62%	\$27,203.92
23	608-10.10	Concrete Curb Ramp	SY	58.70	\$280.45	\$16,462.42	31.40	27.30	58.70	\$8,806.13	\$7,656.29	\$16,462.42	100%	\$0.00
24	608-10.12	Truncated Domes	SF	130.00	\$26.74	\$3,476.20	60.00		60.00	\$1,604.40	\$0.00	\$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	10.00	10.00	\$0.00	\$1,265.00	\$1,265.00	45%	\$1,518.00
26	608-20.23	SEWALK HAND-RAILING WITHOUT BALUSTERS (BLACK)	LF	623.00	\$126.50	\$78,809.50	100.00	50.00	150.00	\$12,650.00	\$6,325.00	\$18,975.00	24%	\$59,834.50
27	608-99.05	Concrete Sidewalk, 6 IN.	SY	2137.30	\$93.68	\$200,222.26	957.00	641.00	1598.00	\$89,651.76	\$60,048.88	\$149,700.64	75%	\$50,521.62
TOTAL BIKE/ PED FACILITIES						\$419,635.03				\$163,771.47	\$103,785.93	\$267,557.40		\$152,077.63
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		16.00	\$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		2.00	\$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		90.00	\$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	0.75	0.05	0.80	\$61,536.75	\$4,102.45	\$65,639.20	80%	\$16,409.80
34	901-99.03	Power conduits	LS	1.00	\$91,850.00	\$91,850.00	0.75	0.05	0.80	\$68,887.50	\$4,592.50	\$73,480.00	80%	\$18,370.00
35	901-99.03	In-Grade Junction Boxes	LS	1.00	\$8,217.00	\$8,217.00	0.75	0.05	0.80	\$6,162.75	\$410.85	\$6,573.60	80%	\$1,643.40
36	901-99.03	Pole Light Concrete Bases	LS	1.00	\$35,046.00	\$35,046.00	0.75	0.05	0.80	\$26,284.50	\$1,752.30	\$28,036.80	80%	\$7,009.20
37	901-99.03	Bollard Concrete Bases	LS	1.00	\$13,950.37	\$13,950.37	0.75	0.05	0.80	\$10,462.77	\$697.52	\$11,160.29	80%	\$2,790.08
TOTAL OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)						\$231,112.37				\$173,334.27	\$11,555.62	\$184,889.89		\$46,222.48
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				\$700,590.51	\$121,816.07	\$822,406.58	62%	\$506,221.76

Reimbursement Breakdown

Total 2nd St.: \$121,816.07

FHWA Reimbursement: 19%

Total Reimbursement: \$23,145.05



PARTIAL WAIVER AND RELEASE OF LIEN

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

Date: August 5, 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 #3 - \$ 262,602.60

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: Lixabai

Title: Corporate Secretary

STATE OF Missouri
COUNTY OF Jackson

Subscribed and sworn to before me this 5 day of August, 2026.

Madelyn Pearl Stewart
NOTARY PUBLIC

My Commission Expires:
August 29, 2028

MADELYN PEARL STEWART
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 24168976
My Commission Expires August 29, 2028

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					
\$1,051,997		\$192,715.59	04	8/1/2026		\$ 121,816.07	\$ 70,899.52					
\$1,051,997		\$0.00										
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\$1,051,997		\$0.00										
\$1,051,997		\$0.00										
\$1,051,997		\$0.00										
Total Paid to Date		\$1,520,118.02				Total Billed	\$822,406.58	\$697,711.44	\$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 \$	\$506,221.77	\$545,775.39	\$0.00	\$0.00	\$0.00	\$0.00

City of Odessa – Mason Street Historic Downtown District Improvements

CONSTRUCTION PAYMENT APPLICATION

Project Mason STREET HISTORIC DOWNTOWN DISTRICT IMPROVEMENTS
CITY OF ODESSA, MISSOURI

Contractor KAT Excavation Inc.
309 N Oak St. Bates city , MO, 64011

Application No. 4
Date 8/1/2026
Period to 7/31/2026
Project No 3KC40030
Fed No. TAP-9901(443)

Date of Award	<u>01/23/26</u>	Contract Calendar Days	<u>120</u>
Date to Proceed	<u>04/29/26</u>	Time Extension	<u>0</u>
Ordinance No.		Calendar Days to Date	<u>30</u>
		Expires	<u>07/27/26</u>

Original Contract Amount	\$	<u>1,172,082.71</u>
Change Orders to Date (Thru C.O. No.)	\$	<u>0.00</u>
Current Contract Amount	\$	<u>1,172,082.71</u>
Total Amount of Work to Date	\$	<u>697,711.45</u>
Less <u>0%</u> to be Retained	\$	<u>0.00</u>
Net Amount of this Estimate	\$	<u>697,711.45</u>
Less Total Previous Payments to Contractor	\$	<u>626,811.93</u>
Balance Due Contractor	\$	<u>70,899.52</u>

By CORPORATE SECRETARY
Title Joe Blay Date 08/01/2026

Verified By _____ Date _____

Approved By [Signature] Construction Inspector
City of Odessa Date 8/5/2024

Mason Street Historic Downtown District Improvements City of Odesa, Missouri			County: Lafayette Job No. TAP-9901(443) Project: 3KC40030		Application No: 4 Application Date: 08/01/26 Period to: 07/31/26									
Line	Item	Item Description	Units	Quantity	Unit Price	Total	Unit Completed Previous Period	Unit Completed Current Period	Unit Completed to Date	From Previous Application	Work Completed This Period	To Date	%	work remaining
ROADWAY														
1	202-20.10	Removal of Improvements	LS	1.00	\$235,939.00	\$235,939.00	0.00			0.84	\$198,188.76	\$0.00	84%	\$37,750.24
2	207-20.00	Linear Grading Class 2	STA	8.70	\$4,950.00	\$43,065.00	7.00		7.00		\$34,650.00	\$0.00	80%	\$8,415.00
3	304-05.06	Type 5 Aggregate Base (6 In Thick)	SY	1866.60	\$22.34	\$41,689.84	634.00		634.00		\$14,163.56	\$0.00	34%	\$27,526.28
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%	\$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%	\$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%	\$77,715.44
7	502-11.06	Concrete Pavement (8 IN Non-Reinforced) (Driveways)	SY	331.80	\$104.44	\$34,653.19	199.00		199.00		\$16,605.96	\$0.00	48%	\$18,047.23
8	609-10.51	Curb & Gutter Type A	LF	221.00	\$86.64	\$19,147.44	0.00	221.00	221.00		\$0.00	\$19,147.44	100%	\$0.00
9	609-10.52	Curb & Gutter Type B	LF	578.00	\$86.64	\$50,077.92	578.00		578.00		\$50,077.92	\$0.00	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%	\$9,963.60
11	609-99.03	Curb Ramp Curb & Gutter	LF	65.00	\$64.13	\$4,168.45	41.00		41.00		\$2,629.33	\$0.00	63%	\$1,539.12
12	609-99.03	Driveway Curb & Gutter	LF	324.00	\$44.13	\$14,298.12	141.00		141.00		\$6,222.33	\$0.00	44%	\$8,075.79
13	618-10.00	Mobilization	LS	1.00	\$67,918.40	\$67,918.40	0.52		0.52		\$35,317.57	\$0.00	52%	\$32,600.83
14	627-40.00	Contractor Surveying and Staking	LS	1.00	\$25,300.00	\$25,300.00	0.67		0.67		\$16,951.00	\$0.00	67%	\$8,349.00
TOTAL ROADWAY						\$866,172.52					\$374,806.43	\$19,147.44	\$393,953.87	\$292,216.65
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%	\$1,520.64
16	620-60.01D	3 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%	\$1,554.30
17	620-61.24B	3/4 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%	\$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%	\$500.50
19	620-99.03	4 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%	\$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%	\$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%	\$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%	\$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	800.00	420.00	1220.00		\$17,848.00	\$9,370.20	75%	\$8,892.77
24	502-99.07	Integral Retaining Wall W/Reinforcement	CY	15.00	\$2,477.28	\$37,159.80	8.00		8.00		\$19,818.08	\$0.00	53%	\$17,340.82
25	608-10.10	Concrete Curb Ramp	SY	104.10	\$143.98	\$14,888.32	27.00	19.00	46.00		\$2,735.62	\$6,623.08	44%	\$8,365.24
26	608-10.12	Truncated Domes	SF	150.00	\$26.68	\$4,002.00	65.00		65.00		\$1,734.20	\$0.00	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%	\$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%	\$41,618.50
29	608-99.05	Concrete Sidewalk 6 IN	SY	1497.80	\$97.61	\$146,200.28	592.00	200.00	792.00		\$57,785.12	\$19,522.00	53%	\$68,893.14
TOTAL BIKE/PED FACILITIES						\$281,217.45					\$101,072.88	\$31,627.82	\$132,700.68	\$148,516.77
LANDSCAPING/STREET SCAPING														
30	604-20.10	ADJUST MANHOLE HEIGHT	EA	2.00	\$2,035.00	\$4,070.00	0.00	2.00	2.00		\$0.00	\$4,070.00	100%	\$0.00
31	604-99.02	ADJUST HEIGHT OF FIRE HYDRANT	EA	1.00	\$3,850.00	\$3,850.00	0.00	1.00	1.00		\$0.00	\$3,850.00	100%	\$0.00
TOTAL LANDSCAPING/STREET SCAPING						\$7,920.00					\$0.00	\$7,920.00	\$7,920.00	\$0.00
Traffic Control														
32	618-10.22	CHANNELIZER (CONE)	EA	16	\$44.00	\$704.00	0.00	16.00	16.00		\$0.00	\$704.00	100%	\$0.00
33	618-10.30	TYPE 3 MOVABLE BARRICADE	EA	4	\$231.00	\$924.00	0.00	4.00	4.00		\$0.00	\$924.00	100%	\$0.00
34	903-50.04A	SH-FLAT SHEET	SF	90	\$13.20	\$1,188.00	0.00	90.00	90.00		\$0.00	\$1,188.00	100%	\$0.00
TOTAL TRAFFIC						\$2,816.00					\$0.00	\$2,816.00	\$2,816.00	\$0.00
OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)														
35	901-99.02	UTILITY METER	EA	4.00	\$27.50	\$110.00	0.00	4.00	4.00		\$0.00	\$110.00	100%	\$0.00
36	901-99.02	UTILITY METER ENCLOSURE	EA	4.00	\$799.70	\$3,198.80	0.00	4.00	4.00		\$799.72	\$2,439.09	100%	\$0.00
37	901-99.02	PANELBOARD "SIP-01W"	EA	1.00	\$4,394.50	\$4,394.50	0.00	1.00	1.00		\$4,174.78	\$219.73	100%	\$0.00
38	901-99.02	PANELBOARD "SIP-02W"	EA	1.00	\$4,394.50	\$4,394.50	0.00	1.00	1.00		\$4,174.78	\$219.73	100%	\$0.00
39	901-99.02	PANELBOARD "SIP-03E"	EA	1.00	\$4,394.50	\$4,394.50	0.00	1.00	1.00		\$4,174.78	\$219.73	100%	\$0.00
40	901-99.02	PANELBOARD "SIP-04E"	EA	1.00	\$4,394.50	\$4,394.50	0.00	1.00	1.00		\$4,174.78	\$219.73	100%	\$0.00
41	901-99.03	ELECTRICAL EQUIPMENT RACK (STRUT POST, CONCRETE, FITTINGS, ETC.)	LS	1.00	\$13,288.00	\$13,288.00	0.00	1.00	1.00		\$13,288.00	\$0.00	100%	\$0.00
42	901-99.03	GROUNDING SYSTEMS(RODS, CLAMPS, CONDUCTORS)	LS	1.00	\$6,248.00	\$6,248.00	0.00	1.00	1.00		\$6,248.00	\$0.00	100%	\$0.00
43	901-99.03	DISTRIBUTION EQUIPMENT CONDUIT/CONDUCTORS	LS	1.00	\$11,281.60	\$11,281.60	0.00	1.00	1.00		\$11,281.60	\$0.00	100%	\$0.00
44	901-99.02	LIGHTING CONTROL PANEL "LCP-01W"	EA	1.00	\$1,771.00	\$1,771.00	0.00	0.00	1.00		\$1,682.45	\$88.55	100%	\$0.00
45	901-99.02	LIGHTING CONTROL PANEL "LCP-02W"	EA	1.00	\$1,325.50	\$1,325.50	0.00	0.00	1.00		\$1,259.23	\$66.28	100%	\$0.00
46	901-99.02	LIGHTING CONTROL PANEL "LCP-03E"	EA	1.00	\$1,325.50	\$1,325.50	0.00	0.00	1.00		\$1,259.23	\$66.28	100%	\$0.00
47	901-99.02	LIGHTING CONTROL PANEL "LCP-04E"	EA	1.00	\$1,325.50	\$1,325.50	0.00	0.00	1.00		\$1,259.23	\$66.28	100%	\$0.00
48	901-99.03	CONDUIT BODIES AND FITTINGS FOR ELECTRICAL EQUIPMENT	LS	1.00	\$9,785.60	\$9,785.60	0.00	0.80	0.80		\$7,828.48	\$0.00	80%	\$1,957.12
49	901-99.03	ABOVE-GRADE ELECTRICAL JUNCTION BOXES AND ENCLOSURES	LS	1.00	\$1,012.00	\$1,012.00	0.00	0.75	0.75		\$759.00	\$0.00	75%	\$253.00
50	901-99.03	Lighting Conduits	LS	1.00	\$37,021.60	\$37,021.60	0.00	0.00	0.00		\$27,766.20	\$1,851.08	80%	\$7,404.32
51	901-99.03	Power conduits	LS	1.00	\$38,592.40	\$38,592.40	0.00	0.00	0.00		\$28,944.30	\$1,929.62	80%	\$7,718.48
52	901-99.03	In-Grade Junction Boxes	LS	1.00	\$27,739.00	\$27,739.00	0.00	0.00	0.00		\$2,054.25	\$1,366.95	80%	\$5,407.80
53	901-99.03	Pole Light Concrete Bases	LS	1.00	\$29,321.60	\$29,321.60	0.00	0.00	0.00		\$21,991.20	\$1,466.08	80%	\$5,864.32
54	901-99.03	Bollard Concrete Bases	LS	1.00	\$10,177.21	\$10,177.21	0.00	0.00	0.00		\$7,632.91	\$508.86	80%	\$2,035.44
TOTAL OTHER (INFRASTRUCTURE FOR ELECTRICAL ITEMS)						\$186,101.31					\$150,832.64	\$9,388.26	\$160,320.90	\$25,780.41
ROADWAY BID ALTERNATE														
55	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%	\$147,755.98
ROADWAY BID ALTERNATE														
56	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1) (2 IN.)	TONS	256.3	\$103.40	\$26,501.42	0.00	0.00	0.00		\$0.00	\$0.00	0%	\$26,501.42
57	401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1) (2 IN.)	TONS	256.3	\$103.40	\$26,501.42	0.00	0.00	0.00		\$0.00	\$0.00	0%	\$26,501.42
58	622-10.03	COLD MILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACE (GREATER THAN 3 IN. THICK)	SY	2306	\$7.98	\$18,401.88	0.00	0.00	0.00		\$0.00	\$0.00	0%	\$18,401.88
						\$71,404.72					\$0.00	\$0.00		\$71,404.72
						\$1,172,082.71					\$626,811.93	\$70,899.52	60%	\$474,371.26

Reimbursement Breakdown
Total Mason St.: \$70,899.52
FHWA Reimbursement: 33%
Total Reimbursement: \$23,215.82



PARTIAL WAIVER AND RELEASE OF LIEN

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

Date: August 5, 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 #3 - \$279,533.09

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: Rita Baj

Title: Corporate Secretary

STATE OF Missouri
COUNTY OF Jackson

Subscribed and sworn to before me this 5 day of AUGUST, 2026

Madelyn Pearl Stewart
NOTARY PUBLIC

My Commission Expires:
August 29, 2028

MADELYN PEARL STEWART
Notary Public – Notary Seal
STATE OF MISSOURI
Jackson County
Commission Number 24168976
My Commission Expires August 29, 2028

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					
\$1,051,997		\$192,715.59	04	8/1/2026		\$ 121,816.07	\$ 70,899.52					
\$1,051,997		\$0.00										
\$1,051,997		\$0.00										
\$1,051,997		\$0.00										
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\$1,051,997		\$0.00										
\$1,051,997		\$0.00										
\$1,051,997		\$0.00										
Total Paid to Date		\$1,520,118.02				Total Billed	\$822,406.58	\$697,711.44	\$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 \$	\$506,221.77	\$545,775.39	\$0.00	\$0.00	\$0.00	\$0.00



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Consideration of Bill No. 2026-29 – An Ordinance Amending Chapter 2, Article III, Div. 4, Section 2-220 of the City Code of Ordinances relating to the appointment and tenure of the City Clerk.

ACTION REQUESTED: Introduction and Reading of Bill No. 2029-29, amending Chapter 2, Article III, Division 4, Section 2-220. Term of Office of the Code of Ordinances of the City of Odessa, Missouri, relating to the appointment and tenure of the City Clerk.

BACKGROUND:

The current City Code requires the City Clerk to be reappointed every two (2) years. This ordinance amends Section 2-220 of the City Code to eliminate the mandatory two-year reappointment requirement.

The proposed amendment provides that, once appointed, the City Clerk shall serve at the pleasure of the Mayor and Board of Aldermen until removed in accordance with the procedures established in the Code or until a successor has been duly appointed and qualified. The ordinance retains the existing provisions governing the removal of the City Clerk and does not alter the authority of the Mayor and Board of Aldermen regarding removal.

This change is intended to promote continuity in the administration of City operations, eliminate the need for routine reappointments, and align the City Clerk's tenure with the ongoing appointment practices commonly used for appointed administrative officials.

FINANCIAL CONSIDERATIONS: None.

ATTACHMENTS: Bill No. 2026-29

PREPARED BY: Karen Findora
Karen Findora, City Clerk

DATED: August 10, 2026

BILL NUMBER: 2026-29

ORDINANCE NUMBER: 0000

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI, AMENDING CHAPTER 2 (TWO), ARTICLE III, DIVISION 4 (FOUR), SECTION 2-220. TERM OF OFFICE OF THE CODE OF ORDINANCES OF THE CITY OF ODESSA, MISSOURI, RELATING TO THE APPOINTMENT AND TENURE OF THE CITY CLERK.

WHEREAS, the Board of Aldermen finds that requiring the City Clerk to be reappointed every two (2) years is unnecessary and that the efficient administration of the City is best served by allowing the City Clerk to serve at the pleasure of the Mayor and Board of Aldermen until removal or the appointment of a successor; and

WHEREAS, the Board of Aldermen desires to amend the Code of Ordinances to remove the two-year reappointment requirement while retaining the existing authority for the removal of the City Clerk.

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

SECTION 1: Chapter 2 (Two), Article III, Div. 4 (Four), Sec. 2-220. Term of Office, of the Code of Ordinances of the City of Odessa, Missouri, is hereby amended to read as follows:

Sec. 2-220. Term of Office. Once appointed, the city clerk shall hold that position at the pleasure of the mayor and board of aldermen and may be removed by the mayor with the consent of the majority of the board of aldermen or by a two-thirds (2/3) vote of the board alone. ~~The term of each appointment shall in no event exceed two years or until a successor is duly elected.~~ The city clerk shall continue to serve until removed in accordance with this section or until a successor is duly appointed and qualified. ~~The city clerk may be reappointed to successive terms.~~

SECTION 2: This ordinance shall be in full force and effect from and after its passage and approval, and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: 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 10th day of August, 2026.

(SEAL)

Bruce Whitsitt, Mayor

ATTEST:

APPROVED:

Karen Findora, City Clerk

Bruce Whatsitt, Mayor



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Approve contract with Goodman Construction, LLC to allow for the construction of the City's Animal Control Facility.

ACTION REQUESTED: Motion/Second to approve Resolution No 2026-25, authorizing the Mayor to execute the construction contract with Goodman Construction, LLC to construct the City's Animal Control Facility.

BACKGROUND:

The City has identified the need to improve its animal control facilities to better serve the community and to provide safe, appropriate housing and care for animals in the City's custody.

The City issued a **Request for Proposals (RFP No. 05-26)** for the construction of an animal control facility. The City received a total of two (2) proposals. Goodman Construction, LLC submitted the proposal determined to be in accordance with the City's plans and specifications.

Staff recommends approval of Resolution No. 2026-25 authorizing the Mayor to execute the construction contract with Goodman Construction, LLC for the construction of the City's Animal Control Facility. The project will provide a modern facility to improve animal care and support the City's animal control operations.

FINANCIAL CONSIDERATIONS:

- ☐ **Contract Amount:** Not to exceed **\$63,500.00**
- ☐ **Funding Source:** Animal Control Facility Project (budgeted capital funds, if applicable)
- ☐ **Completion Date:** On or before **December 31, 2026**, unless amended in writing.

ATTACHMENTS: Resolution No. 2026-25; Goodman Construction, LLC Contract; Affidavit of Publication; RFP No. 05-26.

PREPARED BY: Karen Findora
Karen Findora, City Clerk

DATED: August 10, 2026

Affidavit of Publication

Date: April 16, 2026

STATE OF MISSOURI
COUNTY OF LAFAYETTE

} ss

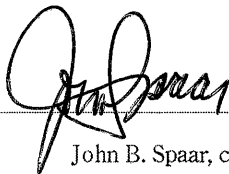
John B. Spaar, being duly sworn according to law, states that he is the co-publisher of The Odessan (a combination and continuation of The Missouri Ledger and The Odessa Democrat) a weekly newspaper located, printed and published in the City of Odessa in Lafayette County, Missouri; that said newspaper,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

First Insertion: April 16, 2026

Second Insertion:

Third Insertion:

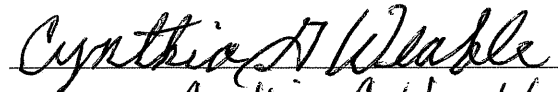
Fourth Insertion:



John B. Spaar, co-publisher

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

Witness my hand and official seal.


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



Bid No. RFP 05-26 - Animal Control Facility

The City of Odessa, MO, seeks proposals from qualified contractors interested in providing new construction for an animal control facility for the Police Department. Full RFP details are available at www.cityofodessamo.com. Proposals should be submitted by 10:00 a.m. - Friday, May 15, 2026. For additional information, please contact Josh Thompson, Chief of Police, (816) 633-7575 or josh.thompson@cityofodessamo.com.

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

SERVICES CONTRACT

THIS CONTRACT ("Contract") made and entered into this date, _____, 2026, by and between the City of Odessa, Missouri (the "City") and Goodman Construction LLC. ("Contractor").

Witnesseth That:

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

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

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

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

2. **Addition to Work.** In addition to compensation for the Work, Owner may request and Contractor shall provide additional Work and/or services to the Owner. Additional services shall be provided only if authorized and confirmed in an addendum to this Contract in writing signed by both Contractor and Owner. If additional services are required due to circumstances beyond the Contractor's control, the Contractor shall notify the Owner in written email prior to commencing such services. If the Owner deems that such services described are not required, the Owner shall give prompt written notice to the Contractor. If the owner indicates in writing that all or part of such additional services are not required, the Contractor shall have no obligation to provide such services. Any amendments shall be in written form and prepared and approved by the City and countersigned by the Contractor.

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

4. **Payment for Labor and Materials.** The Contractor agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the work required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **General Guarantee and Warranty.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.

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

7. **Term.** The work of the Contractor shall commence within thirty (30) working days after the final execution of this Contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Contract. In any event, all of the construction work required hereunder shall be fully completed, and the final invoice for payment must be submitted to the City, no later than December 31, 2026.

8. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended. The Contractor providing work hereunder shall be required to keep track of the amount of work performed under this Contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Contractor shall notify the City if Contractor anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Contractor shall establish a billing system showing the amount of money remaining on the Contract which shall be shown in each monthly billing.

9. **Payment.**

A. **Conditioned upon acceptable performance.** Subject to the annual appropriation of the Board of Aldermen, the City agrees to pay the Contractor in progress payments for the work, pursuant to Contractor's periodic applications for payment for services, labor, materials and equipment, including stored materials, provided by the Contractor in the performance of work within 30 days of receipt of invoice from the Contractor, which shall constitute complete compensation for all work performed during the period designated in the periodic application for payment for services to be rendered

under this Contract; provided, the City expressly reserves the right to disapprove in whole or in part of a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A**.

B. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of Sixty-three Thousand Five Hundred Dollars and No Cents (\$63,500.00).

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

10. Termination of Contract.

A. Termination for breach. Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in **Exhibit A** shall constitute a breach of this Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall provide written notice of the breach to the Contractor and Contractor shall have 30 days from the notice to correct the breach. If the breach has not been cured within such period, the City shall thereupon have the right to immediately terminate the contract and provide written notice of the termination. The City shall give written notice of termination to the Contractor by one of two different means: U.S. Postal Service Mails; or by hand delivering a copy of the same to the Contractor; or may give notice by any combination of the above methods. The date of termination notice shall be the date upon which notice of termination is hand delivered to Contractor, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, parts, materials, and reports or other materials prepared by the Contractor under this Contract shall at the option of the City become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

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

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

11. **Conflicts.** Any bidder or signee of this Contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the Board of Aldermen in writing at the time of the execution of this Contract. A violation of this provision renders the Contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

12. **Assignment.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract, though City will attempt to so notify any such assignee. Nothing in this section shall preclude the Contractor from hiring subcontractors to perform work on this project.

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

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

15. **General Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from

the City, that it has a full opportunity to find other business, that it has made its own investment in its business, that this Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor.

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

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

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

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

C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Contract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

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

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

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

C. Workers' Compensation Insurance with a company authorized to do business in the State of Missouri having limits not less than as statutorily required.

D. Errors and Omissions Insurance with a company authorized to do business in the State of Missouri having limits of not less than One Million Dollars (\$1,000,000.00) per occurrence. The City of Odessa must be named as an additional insured.

E. Builder's Risk Insurance (fire and extended coverage) with a company authorized to do business in the State of Missouri having limits of not less than 100% of the completed value of the project described in Exhibit A. The City of Odessa must be named as an additional insured.

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

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

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

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

J. If this is a multi-year contract then the Contractor shall further require the upper limits of coverage of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in sections 537.610.2 and 537.610.5, RSMo. as amended

from time to time.

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

19. **Notices.** All notices required or permitted herein under and required to be in writing may be given by hand delivery or by first class mail addressed to City and Contractor at the addresses provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by hand delivery shall be deemed to be the date delivery.

20. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.

21. **Safety Training.** The Contractor is informed that this project is subject to the requirements of section 292.675, RSMo., which requires all contractors or subcontractors doing work on the project to provide, and require its on site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed sixty (60) days prior to the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the City Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) a day for each employee who is employed without training.

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

22. Prevailing Wages Exemption. The parties recognize and agree that pursuant to Section 290.230, RSMo, public works projects constructed by or on behalf of any public body valued at Seventy-Five Thousand Dollars (\$75,000.00) or less are exempt from the prevailing hourly rate of wages requirement. Because the fixed sum of this Contract falls below this statutory threshold, the payment of state-determined prevailing wages is not required for this project. The Contractor remains obligated to comply with all other applicable state and federal minimum wage and labor standards.

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

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

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

contracted for herein.

26. **Anti-Discrimination Against Israel.** Anti-Discrimination Against Israel. Contractor hereby certifies, in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: goods or services from the State of Israel; companies doing business in, or with, Israel; companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.

27. **Buy American.** Pursuant to 34.353, RSMo., any manufactured goods or commodities used or supplied in the performance of this Agreement and any subcontract of this Agreement shall be manufactured or produced in the United States. This section shall not apply if this Agreement is valued at less than twenty-five thousand dollars. This section shall not apply when only one line of a particular good or produce is manufactured or produced in the United States.

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

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

30. **Severability.** If any term or provision of this Contract is held invalid or unenforceable the remainder of this Contract will be considered valid and enforceable to the fullest extent permitted by law.

31. **Contact Information:** City of Odessa
Attn: Josh Thompson
228 S. 2nd Street
Odessa, MO 64076
Phone: 816-633-7575
Email: josh.thompson@cityofodessamo.com

Goodman Construction Inc
Attn: Josh Goodman
5844 Gillen Road
Odessa, MO 64076
Phone: 816-653-0606
Email: JAGoodmanConstruction@gmail.com

32. **Bankruptcy or Insolvency.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of the City, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this Contract or affirm the Contract and hold Contractor

responsible for damages.

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

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

CONTRACTOR:

CITY OF ODESSA, MISSOURI:

By: <u>Joshua A Goodman</u>	<u>7/22/2026</u>	_____	_____
Joshua Goodman	Date	Bruce Whitsitt	Date
Owner/CEO		Mayor	

EXHIBIT A

Scope of Work and Project Details



(WBE)
Woman
Business
Enterprise



Josh & Carrey Goodman
5844 Gillen Road Odessa, MO 64076
Office 816.653.0606 Fax 866.536.5176
Email - JAGoodmanConstruction@gmail.com

Find us on Facebook @JAGoodmanConstruction

Date: May 13, 2026

To: City of Odessa / Odessa Police Department
Attention: Josh Thompson / Phillip Salmon
310 South First Street
Odessa, Missouri 64076
Phone: 816.633.7575
Email: josh.thompson@cityofodessamo.com
Phillip.salmon@cityofodessamo.com

RE: RFP 05-26 – Animal Control Facility

Construct Pole Barn Animal Control Facility - 28' wide x 36' long x 9' sidewall

Includes 8' x 36' Covered Attached Lean To on north side

Flatwork	4" clean rock with 1/2" rebar, 24" on center 4" concrete slab, including under lean to portion Smooth finish Treated with high quality sealer Sloped to floor drains
Framing	Posts 10' OC Roof Trusses 5' OC, 4/12 pitch Interior framing, per print 16' x 36' – Animal Control Area 12' x 36' – Vehicle Investigation Area, with connecting door
Interior	OSB wall surface on all interior walls
Exterior	29-gauge metal on roof and walls 6" gutters & downspouts
Doors	One 3'x6'8" Steel Entry Door Three 3'x6'8" Interior Doors Two 10' wide x 8' tall, Insulated Overhead Doors, includes automatic door openers
Insulation	2" Closed Cell Spray Foam applied to all exterior walls and roof
HVAC	3-ton, 15 SEER system, includes indoor air handler, sheetmetal, ductwork and ceiling supply registers

*Includes required permits

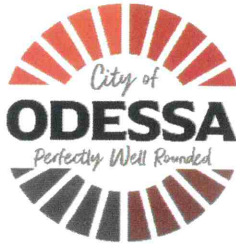
Total Bid \$63,500.00

Available to begin project – June 1, 2026 or thereafter

Anticipated job time frame is 45 days

Bid expires after 30 days

PLEASE CALL 816-263-0995 WITH ANY QUESTIONS!



City of Odessa, Missouri

228 S Second Street | PO Box 128 | Odessa, MO 64076

Phone: 816.230.5577 | www.cityofodessamo.com

INVITATION TO BID / REQUEST FOR PROPOSAL RFP NO. 05-26 – ANIMAL CONTROL FACILITY

This Document Contains the Following:

PART I	Invitation to Bid and Scope of Work
PART II:	Instruction to Bidders
PART III:	General Terms and Provisions Pertaining to All City Purchasing Contracts
PART IV:	Supplemental Bond and Prevailing Wage Provisions Specific to the Project
PART V:	Bid Page

The City of Odessa, Missouri will accept bids from qualified contractors interested in providing the following:

New Construction Animal Control Facility

BIDS MUST BE RECEIVED BY:

10:00 a.m. – Friday, May 15, 2026

Please mark your bid “RFP 05-26 – Animal Control Facility” and return to:

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

For more information during business hours, contact
Josh Thompson, Chief of Police, 816-633-7575 or josh.thompson@cityofodessamo.com

Part I: Invitation to Bid and Scope of Work

Project Overview

The City of Odessa is requesting proposals for the construction of a steel pole barn facility to serve as an animal control center. The project encompasses site preparation, concrete flatwork, structural framing, exterior finishing, interior build-out, spray foam insulation, and a high-efficiency HVAC system.

Scope of Work & Structural Specifications

- **Dimensions:** 28' W x 36' L main structure with 9' sidewalls.
- **Lean-To:** 8' x 36' covered attached lean-to on the North side of the building. Any exposed wood posts for the lean-to must be pressure-treated material to ensure proper weather protection and structural longevity.
- **Concrete & Flatwork:**
 - Sub-base: Minimum 4" clean rock.
 - Reinforcement: ½" rebar on 24" centers.
 - Slab: 4" concrete slab covering the interior footprint and the area under the lean-to. All concrete must be finished smooth and treated with a high-quality sealer to provide a durable, non-porous surface that allows for frequent power-washing and sanitization.
 - Drainage Slope: Interior concrete floors must be sloped toward floor drains as indicated in the illustrative floor plan to ensure proper drainage for facility cleaning.
- **Framing & Interior Finish:**
 - Post Spacing: Maximum 10' on center (OC).
 - Roof Trusses: 5' OC with a 4/12 pitch.
 - Interior Framing: One 16' x 36' walled room and one 12' x 36' walled room with a connecting door. 12' x 36' walled room to contain a mechanical room with an interior door. The ceiling will be open with exposed attic and rafters.
 - Wall Finish: All interior walls are to be finished with plywood to provide a durable, washable, and impact-resistant surface.
 - Doors: Three (3) interior doors for room access.
- **Exterior:**
 - Siding/Roofing: Minimum 29-gauge metal; color must be consistent with other buildings at the construction site. The city reserves the right to select appropriate construction material colors.
 - Drainage: 6" gutters and downspouts.
 - Entry: (1) 3' x 6'8" insulated steel exterior entry door located on the bottom (Southeast) side.
 - Equipment Access: (2) 10' wide x 8' tall insulated overhead doors with automatic openers located on the southeast 28' side.
- **Insulation:**
 - High-performance spray foam insulation shall be applied to all exterior walls and the ceiling/roof. The attic will consist of open rafters. Spray foam would be applied directly to

the underside of the roof decking to create a fully conditioned attic space. The spray foam application to the walls and ceilings is intended to create a seamless vapor barrier and superior temperature control, preventing condensation and protecting the attic-mounted HVAC ductwork from ambient temperature extremes.

- **HVAC System:** 3-ton, 15 SEER system with an indoor air handler.
 - Includes all sheet metal, ductwork, and a minimum of 12 ceiling supply registers.
 - Supply ductwork in the attic must be insulated to prevent heat loss and condensation.
 - Return air is pulled low through the mechanical room wall with an easy-access filter rack.
- **Permitting:**
 - The proposal should include all permitting and necessary inspections.

Utilities & City Coordination

- **Utility Installation:** The City of Odessa will work in direct coordination with the contractor to install the appropriate wastewater lines, water lines, and power lines during the construction phase.
- **Electrical:** All electrical components, including wiring and lighting, will be provided and installed by certified employees of the City of Odessa.
- **Contractor Coordination:** The contractor must coordinate with City teams for the placement of sleeves through the slab and interior framing. The contractor shall facilitate access for City staff during the framing stage for rough-in requirements.

Pre-bid Site Inspection

- Pre-bid site inspections should be scheduled with the Odessa Police Department:

Josh Thompson, Chief of Police
Odessa Police Department
310 S. 1st Street
Odessa, MO 64076
816-633-7575

josh.thompson@cityofodessamo.com

Part II: Instruction to Bidders

Information provided to the City shall include:

1. The specialized experience and technical competence of the vendor with respect to the work described in Part I; and
2. The past record of performance of the vendor with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules; and
3. The vendor's familiarity with the area in which the project is located; and
4. Cost of services. Please bid project as a full proposal.
5. Date available to begin the project. Timeline to complete the project from the date started (number of days/weeks). Bidder must state a definite time frame for performance of the services; and
6. References from previous clients of related work with the contractor within the past five years; and
7. Documentation of compliance with E-Verify requirements.

Proposals should be submitted no later than Friday, May 15, 2026, at 10:00 am to the City of Odessa, Missouri. Sealed envelopes should be addressed to the City of Odessa and mailed or delivered to: City Hall, 228 S. Second Street, PO Box 128, Odessa, MO 64076, clearly marked ***"RFP 05-26 Animal Control Facility."***

For more information contact Josh Thompson, Chief of Police – 816-633-7575 ext 5 or by email josh.thompson@cityofodessamo.com.

General Instructions

1. The City of Odessa reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposals as may be deemed in the best interest of the City, in its sole discretion.
 2. The City of Odessa reserves the right to accept single line items of the bid and to reject others.
 3. Any submission may be withdrawn at any time prior to the time specified herein for the opening of submissions, but no submission may be withdrawn for a period of ninety (90) days thereafter. Once the bid has been approved by the Board of Aldermen, the City Administrator, Cathy Thompson, will notify the successful bidder of acceptance of the bid and issue a formal Notice to Proceed.
 4. The City of Odessa will not be liable for any costs that a Contractor may incur in the preparation of or presentation of the proposal.
 5. The City of Odessa shall not be obligated to return the Contractor's proposal once submitted, whether the proposal is withdrawn or not.
 6. The selected bidder shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
 7. The costs agreed to are to be firm and final. Underestimation of the complexity of the task will not warrant an increase in the price. Bidder should make any additional inquiries necessary to properly evaluate its compensation and prepare its bid proposal accordingly.
 8. Any explanation desired by a bidder regarding the meaning or interpretation of the RFP must be requested in writing with sufficient time allowed for a reply to reach bidders before the deadline for submission.
 9. The City of Odessa reserves the right to waive any informality, reject any or all proposals and/or cancel this RFP, all without any obligation to the City. The City shall select the vendor which, based upon its response to this RFP, it regards to be the best qualified, responsible, and capable of performing the desired work in a timely fashion at the lowest price.
-

STATEMENT OF QUALIFICATIONS PROPOSAL SIGNATURE FORM

By signing below, I am certifying that I am submitting this proposal as an authorized representative of the below-named firm, have thoroughly reviewed and understand the terms and conditions of the RFP, and am submitting the proposal accordingly.

Dated this 13 day of May, 2026.

Josh Seale

(Authorized Representative Signature)

Josh Goodman - COO

(Authorized Representative Name/Title)

Goodman Construction

(Company Name)

5844 Gillen Road

(Address)

Odessa, MO 64076

(City, State, Zip)

8162630995

(Phone Number/Fax Number)

jagoodmanconstruction@gmail.com

(Email Address)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

Part III: General Terms and Conditions Pertaining to All City Contracts

Unless otherwise agreed to by the City and the winning bidder, the terms provided herein shall be included in an Agreement between the City and the winning bidder to perform the services provided in this Request for Proposal.

1. Definitions.

- (a) "Owner" or "City" shall refer to the City of Odessa, Missouri.
- (b) "Vendor", "Seller", "Firm", "Bidder", and "Contractor" are terms which refer to the corporation, company, partnership, firm or individual named and designated in this contractual agreement and who has voluntarily entered into this contract and its, his or their duly authorized agents or other legal representatives.
- (c) "Sub-contractor" is a person, firm or corporation supplying labor or material for, and under separate contract or agreement with the contractor.

2. Contract Documents. This Request for Proposal, including without limitation any completed forms as required by the applicant under the Request for Proposal, and Owner's Notice of Award shall be made a part of any Agreement (the "Agreement") executed between Owner and the winning bidder regarding the subject matter herein.

3. Contract Terms. The performance of this Agreement shall be governed solely by the terms and conditions as set forth in this Agreement and any specifications or bid documents, notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished to the Seller/Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the Agreement. Any different or additional terms other than those herein contained are hereby objected to.

4. Patents. Bidder warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and covenants that Contractor will at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and agrees that it will pay all costs, damages and profits recoverable by any such suit.

5. Interpretation of Agreement. This Agreement shall be construed according to the laws of the State of Missouri.

6. Fund Allocation. Continuance of this Agreement, or issuance of Purchase Orders is contingent upon the allocation of City funds by the Board of Aldermen.

7. Tax Exempt. The City is exempt from payment of the Missouri Sales Tax in accordance with Section 39(10), Article 3 of the Missouri constitution and is exempt

from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

8. Provisions Required by Law Deemed Inserted. Each and every provision or law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement will be read and enforced as though such provision were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement may be amended to make such insertion or correction.

9. Termination of Agreement. In the event this bid establishes a year supply or service contract, such Agreement may be terminated by either party with or without cause upon thirty (30) days prior notice in writing to the other party. In the event of such termination, the Bidder shall be liable for any excess costs incurred by the City. If the Agreement is so terminated, the City may purchase such supplies or services similar to those so terminated, and the Bidder will be liable for excess costs occasioned thereby.

10. Acts of God. To the extent permitted by law, neither party shall be liable for delays, or defaults in the performance of this contract due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Government action of any kind or any other causes of a similar character beyond its control and without its fault of negligence.

11. Bankruptcy or Insolvency. In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Owner, or in the event of breach of any of the terms hereof including the warranties of the Bidder, City may cancel this Agreement or affirm the Agreement and hold Contractor responsible for damages.

12. Compliance With Applicable Laws. Bidder warrants it has complied with all applicable laws, rules and ordinances of the United States, or any State, Municipality or any other Governmental authority or agency in the manufacture or sale of the items or services covered by this Agreement, including, but not limited to: all provisions of the Fair Labor Standards Act of 1938, as amended.

13. Execution of this Agreement. Unless otherwise specified, the Agreement shall include a Notice of Award and a copy of the signed bid and all attachments thereto. These documents become the Agreement and contract between the parties hereto. Both parties thereby accept and agree to the terms and conditions of the bid documents, and the parties agree to be bound thereto. The compensation to be paid to the winning bidder is as set forth in the agreed upon bid. Items not awarded, if any, will be deleted.

14. Contractor's Invoices. The City shall not make any advance deposits. Payment for all equipment, supplies and/or services required herein shall be made

in arrears. Discounts offered for prompt payment will be considered in bid evaluation.

All invoices shall contain the following information: contractor's name, address, and telephone number, contract number (if any), purchase order number (if any), item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Delay in receiving invoices, also errors and omissions on statement or invoices, will be considered just cause for withholding settlement without losing discount privileges. Invoices for payment should be sent by U.S. Mail (or hand delivered) and addressed to: City of Odessa, PO Box 128, Odessa, MO 64076. Inquiries regarding invoices or payment should be made to Accounts Payable at (816) 230-5577 ext. 5.

Final payment shall be in a lump sum (unless progress payments are approved prior to award) after Contractor has performed, to the City's satisfaction, all duties imposed upon it by the contract documents, allowing thirty (30) days minimum for payment.

15. Time of Delivery. The City requires that all materials ordered and services rendered be delivered when specified. All bids are to be FOB City of Odessa. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and to hold Contractor accountable for any damages as a result thereof, including reasonable attorney fees.

16. Quantities. The City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and returned at Contractor's expense.

17. Responsibility for Supplies. The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

18. Coordination of the Work and Surplus Materials and Rubbish. The contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and suppliers engaged under this Agreement. Contractor shall be prepared to provide each of its sub-contractors the location, measurements and information they may require for the performance of their work. The job site shall be kept clean and free of surplus materials, rubbish and debris at all times.

19. Inspection and Acceptance. No material or service received by the City pursuant to this Contract shall be deemed accepted until the City has had a reasonably opportunity for inspection. All material or service which is discovered to be defective or which does not conform to any warranty of the Seller herein upon initial inspection, or any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned (if materials) for full credit or replacement and shall be immediately rectified at Contractor's expense (if service).

20. General Guaranty and Warranty. The Contractor warrants that all materials, fixtures and equipment furnished by the Contractor and his subcontractors shall be new, of good quality and of good title, and that the work will be done in a neat and workmanlike manner and to the complete specifications set forth herein. The Contractor also guarantees the workmanship and materials for a period of two years from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the Owner with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

21. Regulations Pursuant to "Anti-Kickback Act". The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276(c), and any amendments or modifications thereto, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractor's subject there under, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances and exemption from the requirements thereof.

22. Changes in Project. The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Agreement in or to drawings, designs, specifications, instructions for work, method of shipment or packing or place of delivery. If any such changes cause an increase or decrease in the cost or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of the Agreement prior to the Contractor performing the work required by the change. Any claim by the Contractor for such adjustment must be asserted within 30 days, or such other period as may be agreed upon, in writing by the parties after the contractor's receipt of notice of the change.

Contractor shall not make changes in the work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Agreement. All work shall be executed under the terms of this Agreement. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change.

23. Assignments. Neither Owner nor Contractor shall, without the prior written consent of the other, assign in whole or in part, their interest under any of the Agreement documents and specifically the Contractor shall not assign any monies due or to become due without the prior written consent of the Owner.

24. Sub-Contracts. The Contractor shall not execute an agreement with any sub-contractor to perform any work until it has written to the City to determine the disapproval of the use of such sub-contractor and the City has approved the use of such sub-contractor. The Contractor shall be fully responsible to the City for the acts and omissions of its sub-contractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of this contract. Nothing contained herein shall create any contractual relationship between any sub-contractor and the Owner.

25. Debarment. The Contractor hereby certifies that it is not on any State or Federal debarment or convicted violator list in relation to the construction of public works. The Contractor certifies that it shall not utilize any subcontractors who are on any State or Federal debarment or convicted violator list in relation to the construction of public works.

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

(a) In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of sections 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in Section 25 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Contractor under this Agreement.

(b) Contractor and subcontractors performing service for the City are required and shall comply with all applicable Occupational Safety and Health Administration (OSHA). All contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site.

27. Non-Discrimination in Employment. In connection with the furnishing of supplies or performance under this contract, the Contractor agrees to comply with the Fair Labor Standards Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all sub-contracts awarded hereunder.

28. Minority & Women Business Enterprise Participation. It is the practice of the City of Odessa to ensure full and equitable economic opportunities to persons and businesses that compete for business with the City, including Minority and Women Business Enterprises (M/WBEs).

The City of Odessa encourages M/WBE participation in contracts for goods and services by firms that are certified. This may either be by the primary firm being a certified M/WBE or by the utilization of qualified subcontractors, suppliers, joint ventures or other arrangements that afford meaningful opportunities for M/WBE participation. Work performed by M/WBEs must provide a commercially useful function related to the delivery of the service/product required herein. Second tier participation where suppliers generally provide supplies to a corporation but that are not directly related to this contract does not qualify as meaningful participation.

M/WBE means a business that is a sole proprietorship, partnership, joint venture or

corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it. Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration.

29. Building Regulation, Permits and Law. Contractor agrees to comply with all current and applicable local codes and ordinances, including the procurement of a City business license, if required by City Code.

30. Insurance. During the course of performing its services, the Contractor will maintain the following minimum insurance coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$532,148 per occurrence, \$3,547,658 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim
Errors & Omissions	\$1,000,000

Upon the issuance of the revised limits by the Missouri Department of Insurance, the amounts listed above shall be modified to meet such revised limits. Owner will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of Owner as an additional insured shall not in any way nullify coverage for claims or actions Owner may have against the Contractor. The Contractor will provide to the City certificates evidencing the required coverage prior to commencing services. The procurement of insurance under this Agreement shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff. Certificate of insurance shall include the following statement: The procurement of insurance shall not and shall not be construed to waive the sovereign immunity, or any other defense or immunity available to the City, of the City or its elected or appointed officials or staff.

The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Contractor

arising out of or in any way connected with this Agreement. Contractor further agrees to defend, indemnify and hold the City harmless from and against any claims, losses and liabilities arising out of the award of this Agreement to the Contractor. The Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

31. Timing. Upon receipt of Agreement documents fully executed by Owner, the Contractor shall immediately provide the City with all required copies of insurance policies as set forth in the preceding paragraph.

32. Missouri Immigration Law Affidavit. The Contractor shall affirm by sworn affidavit and provision of documentation that the Contractor has enrolled and participated in a federal work authorization program with respect to its employees who work in connection with the contracted services. The Contractor provider shall provide a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Agreement. The Contractor shall provide with their bid specifications and bonding information an affidavit that the company has such a program, documentation for the program, and that it will not employ unauthorized aliens in connection with the work.

33. Anti-Discrimination Against Israel. The Contractor hereby certifies that in accordance with Sec. 34.600, RSMo that they have not engaged in a boycott of: Goods or services from the State of Israel; Companies doing business in, or with, Israel; Companies authorized by, licensed by, or organized under, the laws of the State of Israel; or Persons or entities doing business in the State of Israel. This provision shall not apply if the Contractor employs fewer than ten employees or if the work has a value of less than one hundred thousand dollars.

34. Buy American. Pursuant to 34.353, RSMo., any manufactured goods or commodities used or supplied in the performance of this Agreement and any subcontract of this Agreement shall be manufactured or produced in the United States. This section shall not apply if this Agreement is valued at less than twenty-five thousand dollars. This section shall not apply when only one line of a particular good or produce is manufactured or produced in the United States.

35. Prevailing Wages. If the contract meets prevailing wage guidelines, it is agreed that all labor utilized in the performance of this Agreement shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. The Contractor will forfeit the penalty to the City of Odessa of \$100 per day (or portion of a day) if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. It is the responsibility of the Contractor to maintain these records and provide them to the City upon request. Failure to do so shall be considered a material breach of this Agreement.

36. Labor and Materials Payment Bonds. The Contractor shall furnish a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the total amount of the Agreement conditioned upon the payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the surety bond(s) hereto attached for its payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from

the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

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

38. Jurisdiction. This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Lafayette County, Missouri.

Part IV: Supplemental Bond and Prevailing Wage Terms Specific to the Project

1. Bid Bonds.

Bid Bond Not Required X

Bid Bond Required

Note the following if bid bond required:

Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, cash or bank draft in the amount of 5% of the total bid price payable to the City of Odessa for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder: a) withdraws its bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City, whether or not the bidder at the time of such withdrawal has been designated as successful bidder; or b) upon written notification of the award of contract to bidder he/she/it fails to properly sign and deliver to the City within fourteen (14) days labor and materials and performance bond (if required) as well as certificates of insurance.

The bidder further agrees that the City will have the right to retain the bid deposit for a period of sixty (60) days from the date of the opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages on the reasons stipulated above.

2. Payment and Performance Bonds:

Payment and Performance Bond Not Required

Payment and Performance Bond Required X

Note the following if performance bond required:

Within seven (7) days of the Notice to Proceed, Contractor shall furnish to the City a contract performance bond and a labor and material payment bond. The bonds shall be executed with the proper sureties, through a company licensed to do business in the State of Missouri, and named on the current list of "surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff of the Bureau of Accounts and Treasury Department. The date of the bonds shall be prior to the date the work is commenced by the Contractor. The performance bond and the labor and materials payment bond shall be in the amount of the full contract price, guaranteeing the performance of the work described in the Contract and the payment of all bills, labor, and obligations arising from the performance of the contract, and otherwise conditioned as required by law. The bonds shall be automatically increased in the amount and extended in time without formal and separate amendments to cover full and faithful performance of the

contract in the event of change orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify the surety of any changes affecting the general scope of the work or change in the contract price. At any time during the continuance of the contract that the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties which contractor shall furnish to the satisfaction of the City within five (5) days after notice to do so.

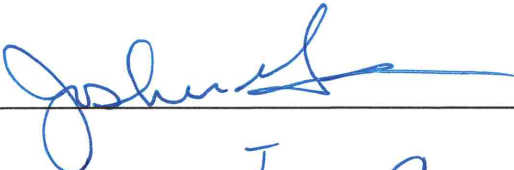
3. Builders Risk Insurance:

Builder's Risk Insurance Not Required _____

Builder's Risk Insurance Required X

(Fire and Extended Coverage): This insurance is required for construction projects until the project is completed and accepted by the City, or Contractor (at the City's option) is required to maintain Builder's Risk Insurance (fire and extended coverage) on 100% completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, sub-contractor's as their interests may appear.

4. Prevailing Wage Will Be Required on all Public Works Projects Where the Total Project Value Exceeds \$75,000. Contractor's payments to its employees must be for not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, and must be paid to all workers performing work under the contract. The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less by any subcontractor. A legible list of all prevailing wage rates must remain posted in a prominent and easily acceptable place at the worksite by each contractor and subcontractor on the project. The Contractor agrees to submit certified payrolls and an affidavit of compliance to ensure compliance with prevailing wage requirements.

By:  (signature)

Printed Name and Title: Josh Goodman, COO

For and on behalf of: Goodman Construction (Company)

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

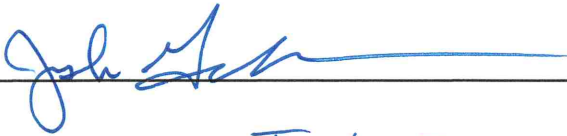
For Contracts with the City of Odessa, Missouri:

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in in connection with the services being provided, or to be provided, to the City.

Accordingly, your company:

- (a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” and deliver the same to the City prior to or contemporaneously with the execution of its contract;
- (b) Affirms it is enrolled in the “E-Verify” work authorization program in the United States, and is participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E- Verify), or to be provided;
- (c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the district.
- (d) Affirms you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statue 285.530, or any regulations issued thereto;
- (e) Agrees to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of its contract with the City (or at any time thereafter upon request), by providing an E-Verify screen print out (or equivalent documentation) confirming your participation in E-Verify;
- (f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

- (g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the City of Odessa.

By:  (signature)

Printed Name and Title: Josh Goodman, COO

For and on behalf of: Goodman Construction (Company)

THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, Josh Goodman, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by Goodman Construction ("Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to the City of Odessa, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the City.

FURTHER AFFIANT SAYETH NOT.

By: [Signature] (Signature)

Print Name/Title: Josh Goodman, COO

On Behalf of: Goodman Construction (Company)

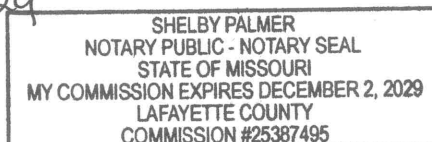
STATE OF Missouri)
) ss.
COUNTY OF Lafayette)

Submitted and sworn to before me this 13th day of May, 2026.

[Signature]
Notary Public

Shelby Palmer
Print Notary Name

My commission expires: 12/02/2029



THIS FORM MUST BE SUBMITTED WITH THE QUALIFICATIONS

PART V: BID PAGE Bid

No. 05-26

New Construction – Animal Control Facility

Bidder must complete the following section in its entirety (in space provided or on a separate sheet to be included with bid). Bidder must sign and date below where indicated.

1. The specialized experience and technical competence of the vendor with respect to the work described in Part I:

Goodman Construction brings over 30 years of construction experience in constructing similar projects. Our competence is demonstrated in the many successfully completed projects in our community.

2. The past record of performance of the vendor with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules:

Goodman Construction has a great record of performance and is known for high quality work, meeting timelines + staying in budget.

3. The vendor's familiarity with the area in which the project is located:

I have met an officer at the site and reviewed the project.

4. Cost of services shown.

Total bid is \$63,500.00

5. Date available to begin the installation project. Number of weeks required to complete the project. Bidder must state a definite time frame for performance of the services.

Date Available to Start Project	Number of Days Required to Complete Project
<i>June 1, 2026</i>	<i>45 days</i>

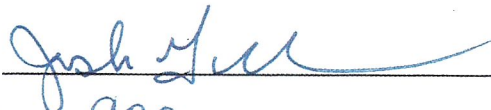
6. Please provide a separate list of references from previous clients of related work with the contractor within the past five years.

SIGNATURE(S):

Company Name and Address

Signature (Authorized Representative)

Goodman Construction
5844 Gillen Rd
Odessa, MO 64076


Title COO

Telephone 816-263-0995

DATE 5/13/2026

Acceptance of Bid and Intention to Issue Notice of Award:

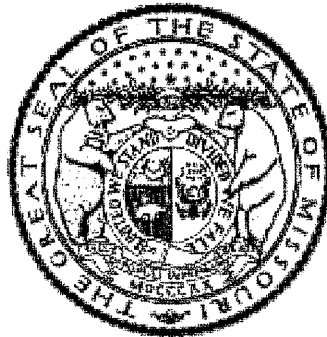
Date: 7/7/2026

By: 
Shawna Davis, City Administrator

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 32

Section 054
LAFAYETTE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2025

Last Date Objections May Be Filed: April 9, 2025

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
LAFAYETTE County

Section 054

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$25.56*
Boilermaker	\$25.56*
Bricklayer-Stone Mason	\$25.56*
Carpenter	\$65.96
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$25.56*
Plasterer	
Communication Technician	\$25.56*
Electrician (Inside Wireman)	\$74.87
Electrician Outside Lineman	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$25.56*
Glazier	\$25.56*
Ironworker	\$78.77
Laborer	\$50.77
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.56*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$25.56*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$25.56*
Plumber	\$83.90
Pipe Fitter	
Roofer	\$25.56*
Sheet Metal Worker	\$25.56*
Sprinkler Fitter	\$25.56*
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 280.210.

Heavy Construction Rates for
LAFAYETTE County

Section 054

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.56*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.56*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.46
General Laborer	
Skilled Laborer	
Operating Engineer	\$61.20
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.56*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

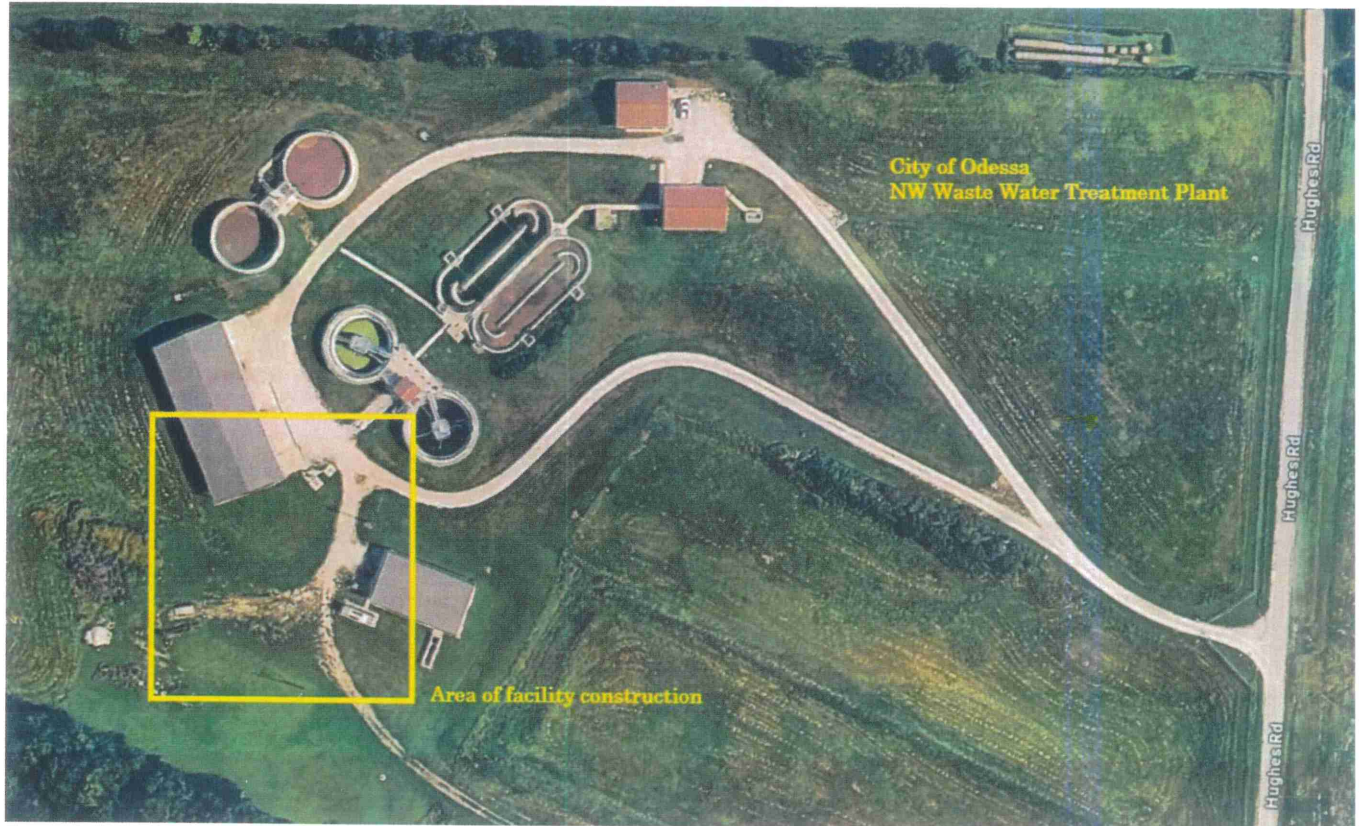
HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

Proposed Site Location
Images are for Illustrative Purpose Only





Goodman Construction, LLC

Performance References

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RESOLUTION NO. 2026-25

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH GOODMAN CONSTRUCTION, LLC FOR THE CONSTRUCTION OF THE CITY'S ANIMAL CONTROL FACILITY.

WHEREAS, the City of Odessa has determined that improvements to its animal control facilities are necessary to better serve the community and provide appropriate housing and care for animals within the City's custody; and

WHEREAS, the City issued a **Request for Proposals (RFP No. 05-26)** for the construction of an animal control facility. The City received a total of two (2) proposals; and

WHEREAS, Goodman Construction, LLC submitted the proposal determined to be in accordance with the City's plans and specifications; and

WHEREAS, the proposed Services Contract provides for the construction of the Animal Control Facility for a total contract amount not to exceed **Sixty-Two Thousand Five Hundred Dollars (\$63,500.00)**, with all work to be completed no later than December 31, 2026, unless otherwise amended in writing.

WHEREAS, the Board of Aldermen finds that entering into this contract is in the best interest of the City of Odessa and its residents.

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

SECTION 1. The Mayor is hereby authorized to execute the Services Contract on behalf of the City of Odessa, Missouri, together with such other documents as may be necessary to carry out the intent of this resolution.

SECTION 2. 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 10th day of August, 2026.

(SEAL)

ATTEST:

Bruce Whitsitt, Mayor

Karen Findora, City Clerk