



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

NOTICE OF OPEN MEETINGS

NOTICE is hereby given to all citizens and parties in interest that the Odessa Board of Aldermen will meet in Regular Session on Monday, March 28, 2016, at 7:00 pm at Dyer Park Community Building, 601 West Main Street, Odessa, Missouri 64076.

CALL TO ORDER

Mayor Adam Couch

PLEDGE OF ALLEGIANCE

Chief Scott Newhouse

ROLL CALL

City Clerk Peggy Eoff

WELCOME TO VISITORS

Mayor Adam Couch

CONSENT AGENDA

Approval of Minutes BOA
· March 14, 2016

PUBLIC COMMENTS

MAYOR'S REPORT/COMMENTS

Miscellaneous

ALDERMEN REPORTS

Miscellaneous

DEPARTMENT MANAGER'S/STAFF REPORTS

OLD BUSINESS

Request from FOP to discuss Collective Bargaining Agreement

NEW BUSINESS

Motion

Lafayette County Farmers Market

Motion

Southeast Wastewater Plant Floor Repair

Motion

Request for Proposal for Police Department Study

Motion

Selling of City of Odessa Equipment/Vehicles

Resolution 2016-07

Execute Certificate of Final Completion for the Northwest Wastewater Treatment Plant

Resolution 2016-08

Service Agreement with Aramark Uniform Services for Uniforms & Janitorial Supplies

Resolution 2016-09

Lease Agreement with Odessa Fire & Rescue District

CITY ADMINISTRATOR'S REPOST

Miscellaneous

ADJOURN TO CLOSE SESSION

- In compliance with RSMO 610.021
 - (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys;
 - (9) Preparation, including any discussion or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

ADJOURN

Upcoming Schedule:

- March 28, 2016 – Board of Aldermen Regular Session – 7:00 pm Community Building
- April 9, 2016 – Board of Aldermen Planning Session – 10:00 am Trails Regional Library
- April 11, 2016 – Board of Aldermen Regular Session – 7:00 pm Community Building
- April 18, 2016 – Board of Aldermen Closed Session – 6:00pm Trails Regional Library
- April 19, 2019 – Economic Development Council Regular Session-6:15 pm Trails Regional Library
- April 21, 2016 – Planning and Zoning Commission Regular Session – 7:00 pm Community Building
- April 25, 2016 – Board of Aldermen Regular Session – 7:00 pm Community Building

ELECTED OFFICIALS

	Mayor Adam Couch	acouch@cityofodessamo.com	(816) 661-4837
Ward 1	Alderman Joan Carmody	jcarmody@cityofodessamo.com	(816) 263-0656
Ward 1	Alderman Steve Lockhart	slockhart@cityofodessamo.com	(816) 263-3939
Ward 2	Alderman Brian Henning	bhenning@cityofodessamo.com	(816) 651-1771
Ward 2	Alderman Steve Wright	swright@cityofodessamo.com	(816) 918-6634
Ward 3	Alderman Mark Bellington	mbellington@cityofodessamo.com	(816) 661-7771
Ward 3	Alderman Mike Stevens	mstevens@cityofodessamo.com	(816) 674-6222

Posted: March 25, 2016
Peggy Eoff, City Clerk

Copies of this agenda may be obtained by contacting:
City Hall (816) 230-5577 Phone | (816) 633-4985 Fax
or at www.cityofodessamo.com

**The Board of Aldermen Chambers
Odessa Community Building
601 W. Main Street Regular Meeting
March 14, 2016
Meeting Minutes**

1. **CALL TO ORDER** – Mayor Adam Couch called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE** – Police Chief Scott Newhouse led the Pledge of Allegiance.
3. **ROLL CALL** – City Clerk Peggy Eoff called the roll.
Alderman Steve Lockhart Present Alderman Steve Wright Present
Alderman Brian Henning Present Alderman Mark Bellington Present
Alderman John Carmody Present Alderman Mike Stevens Present

City Staff attending: City Administrator Mickey Ary, Paul Conway Public Works Director, Sid Rustman Finance Director, Dan Miller Larkin Lamp Rynearson, Park Director Lindsey Adams, Steven Cobb Park Board President, and Attorney Bob Schneiders.

Others present were: Ray Harves, Brad Clemons, Brett Clemens, BD Smith, Brent Corbett, Cathy Cox, Adam Bradley, and Hannah and Betty Spaar - The Odessan.

4. **WELCOME TO VISITORS** – Mayor Couch welcomed visitors.
5. **APPROVAL OF CONSENT AGENDA** –
 - Finance Committee Report
 - Purchase Card Report
 - Income Statement/Balance Sheet
 - A/P Monthly Check Register
 - Sales Tax Report – December & January
 - Approval of Minutes BOA
 - February 22, 2016 Regular SessionFinance Committee recommended approval. On a motion by Alderman Henning, seconded by Alderman Stevens, the consent agenda was approved 6-0.
6. **PUBLIC COMMENTS** –
 - Elaine Barber (421 S. 1st Street) ~ She introduced herself and commented that she is a write in candidate for Alderman for the third Ward.

7. **MAYOR'S REPORTS/COMMENTS** –
 - Reported the Odessa Water Department was one of three municipalities to make it to the finalists for the State's outstanding water supply contest. They did not receive 1st place, but the Mayor congratulated them for being in the running.

- This Saturday is the City Wide Clean-up Day. Dumpsters will be at Dyer Park. Drop off is from 8 a.m. to 1 p.m. The area Churches are hosting the "I Love Odessa Event" this Friday and Saturday. They will hold block parties afterward at various City Parks.
- Mayor Couch, Alderman Stevens and City Staff attended the bid opening for the Johnson Drive project.
- State Senator Mike Parsons was in Odessa and was welcomed by Mayor, Chief Newhouse and Mr. Ary.
- Mayor Couch met with Katie Lockhart regarding the out of State Sales Tax issue that is going to be on the April 5th ballot.
- Issued a proclamation setting aside March 29, 2016 as "Welcome Home Vietnam Veterans Day", in recognition of the 50th Anniversary of the Ending of the Vietnam War. We are forever grateful for their service.

8. ALDERMEN REPORTS –

- Alderman Henning ~ Reported that he visited the new wastewater facility.
- Alderman Bellington ~ Thanked the Public Works Department for the repair work they did this past week.
- Alderman Lockhart ~ Thanked the Public Works Department for the work they have done. He also thanked those who have chosen to run for Alderman in Ward 3.

9. DEPARTMENT MANAGER'S REPORT –

- EMS Monthly Report ~ Information Only
- Public Works Monthly Report Information Only
- Community Planning & Development ~ Information Only

10. OLD BUSINESS – No Old Business

11. NEW BUSINESS –

- Awarding of Bid for Johnson Drive Street & Utility Improvements ~ Dan Miller explained that there were 6 bids presented and one bidder contained irregularities which did not meet the bid requirements according to CDBG. Larkin Lamp Rynearson recommends the City take the KAT Excavation bid. A motion to approve the recommendation by Larkin Lamp Rynearson to accept the bid by KAT Excavation of \$769,876.00, for the Johnson Street Project was made by Alderman Wright and seconded by Alderman Henning. Motion carried 6-0.
- Direct Planning & Zoning to Review Metering of Multi-Family Dwellings and Mobile Home Parks ~ Alderman Stevens made a motion to direct P & Z to review metering of multi-family dwellings and mobile home parks for future construction. Motion was seconded by Alderman Wright. Stevens amended the motion to include current multi-family units and mobile home parks in the review. Amendment was seconded by Wright. Amendment to the main motion passed 6-0. Main motion passed 6-0.
- Motion to Approve Power and Funding Assistance to the VFW for their Fireworks Display ~ Alderman Bellington made a motion to approve the waiving of electric

fees and approve \$3,000 for the City fireworks display. Motion was seconded by Alderman Wright. Motion carried 6-0.

- Motion to Waive the Curfew for the 28th Annual Odessa Rodeo, Set for Friday June 17 and Saturday June 18th 2016 ~ It would be waived for the entire night. A motion to approve the curfew waiver was made by Alderman Wright and seconded by Alderman Henning. Motion carried 6-0.
- Resolution 2015-05 – Mayor to Execute an Aquatic Center Management Agreement With Midwest Pool Management of America ~ A motion to approve Resolution 2016-05 was made by Alderman Wright and seconded by Alderman Bellington. Motion carried 6-0.
- Resolution 2016-06 – Approve Change Order # 7 – KAT Excavation for the Northwest Wastewater Treatment Plant ~ Dan Miller went over the change order. A motion to approve Resolution 2016-06 was made by Alderman Bellington and seconded by Alderman Carmody.

12. CITY ADMINISTRATOR'S REPORT -

- Had the final construction meeting for the NWWWTP, and reported the final inspection will on Wednesday March 16th.
- Attended the Ribbon Cutting Ceremony for Tilley & Co.
- Attended a Thank You lunch sponsored by Odessa Diesel on Feb. 27th.
- Toured the new treatment plant and southeast treatment plant with Alderman Henning.
- Attended MO Main Street Luncheon in Richmond, hosted by Representative David Pierce.
- Attended the Reception for Senator Mike Parson and spoke about the needs of Odessa.
- Attended the Soup and Chili Luncheon at the High School.
- The Boring under I-70 has started again and it is still a slow process.

13. ADJOURN TO CLOSED SESSION - In compliance with RSMO 610.021

- (1) Closed Session is pursuant to Section 610.021 Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.
- (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor.

A motion to adjourn into closed session was made by Alderman Henning and seconded by Alderman Stevens. Voice vote was:

Henning	Yes	Stevens	Yes
Lockhart	Yes	Carmody	Yes
Bellington	Yes	Wright	Yes

Closed session began at 7:55 p.m.

No votes were taken during closed session.

A motion to return to open session was made by Alderman Henning and seconded by Alderman Bellington. All voted in favor. Open session resumed at 8:55 p.m.

ADJOURN – A motion to adjourn was made by Alderman Bellington and seconded by Alderman Stevens. All voted in favor. Meeting adjourned at 8:55 p.m.

Adam R. Couch, Mayor

Peggy Eoff, City Clerk

L. CLAY BARTON
JAMES R. HALL
ROBERT H. SCHNIEDERS*

RACHEL E. HALL*

*Admitted in Missouri and Kansas



1117 South Broadway
Post Office Box 110
Oak Grove, Missouri 64075-0110

March 24, 2016

Mayor, City Administrator and
Members of the Board of Aldermen
City of Odessa

Re: Fraternal Order of Police

I have reviewed a copy of the letter and attachments sent to you by the Mid-Missouri Regional Fraternal Order of Police Lodge Number 16, to be included in the packet for the March 28, 2016 Board of Aldermen meeting. I want to make sure that each of you understands the factual and legal realities of this situation before the meeting. Mr. Silvey's letter is replete with factual and legal inaccuracies. In the beginning of this process, when the FOP requested to begin negotiations, the Board of Aldermen voted to hire Ivan Schraeder as special counsel on this issue. Mr. Schraeder and I attended the first "negotiation" with the FOP. The initial meeting did not last long, as we could not agree on who was allowed to be present during the negotiations. Thereafter, the Board authorized Mickey and Scott to meet and negotiate with the FOP toward a contract. As you know, the City can only enter a contract by vote of a majority of the Board of Aldermen. The Board did not, and legally could not, give Mickey or Scott the authority to enter into any tentative or permanent agreement. Mickey assures me that he explained this to the FOP leaders at their initial meeting. I also am confident that the FOP leadership, who has negotiated with numerous cities, understand the legalities of how cities enter agreements. Accordingly, Mr. Silvey's statement that "both parties understood that their counterparts on the opposite side of the table had full authority to reach binding agreements" is simply incorrect.

After a series of meetings and revisions to the initial contract proposed by the FOP, Mickey and Scott reached a point where they believed that the contract should be presented to the Board. The FOP now wants to refer to this version of the contract as a "tentative agreement". However, as I have explained, there could be no "agreement", tentative or otherwise, until the Board voted on it. The leadership of the FOP knew that. (Unfortunately, I believe that the FOP leadership may not have explained this process to it's members and submitted the document to them with the representation that it was a "tentative agreement".)

Mickey presented this version of the contract to Clay and I for review and we forwarded it to Ivan Schraeder. The agreement was then presented to the Board at closed session, along with Ivan's written comments. The Board determined that it wanted to meet with Ivan before taking

March 24, 2016

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any action on the contract. I attended the closed session in December where Ivan advised the Board not to execute the contract and went over his suggested changes. Several of the Aldermen also requested changes and that meeting ended with instructions to me to make the suggested changes and return the revised document to the Board. Although the Board never formally voted, in open session, to reject the proposed agreement, the Board certainly did consider the contract, and chose not to vote to approve it but instead to make revisions.

I made the revisions to the agreement and it was presented to the Board of Aldermen at a subsequent closed session. At that point, the FOP was demanding that a contract be submitted to public vote. Accordingly, the revised contract was sent to Mr. Silvey as a counter proposal and was placed on the agenda for vote at open meeting. The Board voted to approve the revised contract and it is my understanding that it was signed by the Mayor and forwarded to Mr. Silvey. To date, the FOP has not executed the agreement and thus we do not have a binding collective bargaining agreement at this time.

The FOP is now attempting to force the Board of Aldermen to formally vote on the prior version of the contract in open session. I have instructed Peggy not to place that item on the agenda because the Board has already approved a revised version of the contract after rejecting the version that was signed by the FOP. To submit the prior version of the contract to a public vote would be counter productive, contradictory and frankly would be confusing to the citizens. I strongly advise the Board not to consider submitting the prior version to vote in open session.

Mr. Silvey says that he has "attempted to resolve this issue through communication with the City representatives" and that he has "no internal option other than to request the City Counsel to review the agreement as it existed in July". Again, these statements are factually and legally incorrect. I am not aware of any request from the FOP to continue negotiations. They simply have attempted to bully the City into voting on a version of the contract that has already been rejected. The FOP does not have to sign the contract that was approved by the Board of Aldermen and they certainly have the option to request additional negotiation. If they want to attend the March 28 meeting and request further negotiation, they are welcome to do so and I would advise the Board to take that consideration under advisement, so that we can determine, in closed session, how we want to proceed with negotiation. I have attached a letter that I sent to Mr. Silvey on March 16, 2016, explaining this to him.

The legal reality of this situation is that the City is required by law to negotiate in good faith with the duly elected collective bargaining representative. However, we are under no duty to agree to anything that the Board does not deem to be in the best interest of the City as a whole. In fact, each elected representative is obligated to act only in the best interest of the entire City. If an item or issue serves the interest of a particular individual or group of citizens or employees, but is against the interest of the City as a whole, each Alderman is obligated to vote against it. The City's special counsel has indicated, and our firm agrees, that the version of the contract that was

March 24, 2016

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signed by the FOP contains several such items. If the Aldermen agree with the attorneys' assessments on these issues, they should not, and legally cannot, approve them. To date, the City of Odessa has negotiated in good faith and I believe that you are willing to continue to negotiate in good faith. We have not engaged in any misconduct despite what Mr. Silvey might "catagorize as regressive bargaining". His suggestion that the Board "has never kept it's bargain" is not only factually and legally incorrect, but insulting and inciteful.

The bottom line is that there was never any "tentative agreement" and the FOP leadership should not be allowed to allege that we have somehow violated such an agreement. If any of you have specific questions or wish to discuss this matter in general with Clay or I prior to the meeting, I would encourage you to give us a call. Our office number is (816) 690-4111. We will be open until noon on Friday and will return to the office Monday morning, although I will be in depositions most of the day.

Sincerely,

A handwritten signature in black ink, appearing to read "R. H. Schnieders". The signature is written in a cursive style with some loops and flourishes.

Robert H. Schnieders

RHS:plf

Enclosure

March 16, 2016

A. J. Silvey, President
Mid-Missouri FOP Lodge #16
PO Box 2391
Sedalia MO 65301

Re: March 28, 2016 Board of Aldermen Meeting

Dear Mr. Silvey:

As you know, our firm serves as the City Attorney for the City of Odessa, Missouri. It is my understanding that you, and members of the Lodge, have asked to be placed on the agenda for the regular Board of Aldermen meeting in Odessa on March 28, 2016. As you know, the Board recently voted to execute a revised version of the Collective Bargaining Agreement. It is my understanding that the Mayor has executed that agreement and forwarded it to you for review of your members. It is my further understanding that the Lodge has not yet executed the Agreement. Accordingly, the City is, for the time being, proceeding as if we do not have a collective bargaining agreement in place.

Recently, representatives of your membership approached the City Administrator and requested that a prior version of the agreement be placed on the agenda for public vote of the Board of Aldermen. Considering the fact that the Board has approved a revised version of the contract, the City will not be placing any prior version of the contract on the agenda to be submitted to vote of the Board of Aldermen in open session.

While you and all members of the public are always welcome at the Board of Aldermen meetings, I want to ensure that you and your members are aware that the City has no intention of negotiating the terms of the Collective Bargaining Agreement in a public forum. If you wish to discuss the specifics of the proposed Collective Bargaining Agreement or to request additional negotiation, please direct your questions or requests to the City Administrator, who is still authorized by the Board of Aldermen to communicate and negotiate with the FOP. However, although I am certain that you are aware of this fact, to avoid any further confusion in the future,

March 16, 2016

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please understand that only the Board of Aldermen of the City of Odessa can enter into any type of tentative or permanent agreement.

Sincerely,

Robert H. Schnieders

RHS:plf



**Mid-Missouri Regional
Fraternal Order of Police Lodge #16**

PO Box 2391
Sedalia, MO 65301

Dear Mayor Couch and Members of the Board of Alderman,

As I believe you are all aware, I am the President of Fraternal Order of Police, Mid-Missouri Regional Lodge #16. I am writing to request that the City Council consider and vote upon the tentative agreement that was reached between the Lodge and City representatives in July of 2015. A copy of that tentative agreement is attached.

As you know, representatives of the FOP and the City met throughout the spring and early summer of 2015 in an effort to agree upon the terms of a memorandum of understanding covering employees of the police department. During these meetings, both parties understood that their counterparts on the opposite side of the table had full authority to reach binding agreements subject to ratification by their principals. Near the end of July, the parties met a final time and agreed upon an entire contract with a hand shake and an understanding that those specific terms were tentatively agreed upon and the contents of those agreements would be presented to the City Council and the FOP membership for final ratification. Following that agreement, the FOP presented it to its members and voted unanimously to accept the agreement. To this date, the City Council has never kept its end of the bargain. Instead, in an act of what I would categorize as regressive bargaining, the City's attorneys altered and in many ways eviscerated numerous agreed upon provisions, so much so that the agreement no longer even resembled the tentative agreement reached by the parties in July of 2015. The FOP has attempted to resolve this issue through communications with the City's representatives to no avail. We are now left with no internal option other than to request that the City Council review the agreement as it existed in July.

The FOP has consistently and honorably stood by the agreement it reached and only seeks the same from the City. We hope that you take this tentative agreement under consideration and vote to accept it as agreed upon originally in July 2015.

Thank you for your time in reviewing this letter and the attached agreement.

Aj Silvey, President

E MAILS

Between Lodge and City of Odessa

Bob Schnieders <bob@bartonhall.net>

To

whs504@yahoo.com Schraeder, Ivan L. - IC (ILSIC)

03/05/15 at 4:55 PM

Mr. Silvey,

I received your letter requesting a second round of negotiations. We also have received your full initial proposal for a contract with the patrol officers unit. Mr. Barton and Mr. Shraeder are available to meet on March 11 at 1:00 pm at our office in Oak Grove. Please let us know as soon as possible who will be present as your negotiating team for the patrol officers unit, as this is the only contract that we will be prepared to discuss that day.

Please also note that the City's position with regard to who may participate in the negotiations has not changed since the adjournment of the first negotiation meeting on February 25.

If you have questions or comments please direct them to Mr. Barton or Mr. Shraeder as I will be out of town from March 6-15.

Thanks,

Bob Schnieders

--

Robert H. Schnieders

Mickey Ary <mickey.ary@cityofodessamo.com>

To

'Willie Stratton' 'Scott Newhouse'

05/14/15 at 9:47 AM

Sargent,

I have confirmed with Chief Newhouse for a meeting on Tuesday May 19th to continue the negotiating process. My understanding is the best time is 1:00pm. Thank you.

Mickey Ary ~ MPA

City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To

'Willie Stratton' cobby0930@gmail.com

CC

'Scott Newhouse'

05/29/15 at 3:42 PM

Attached is the working document from May 28th. We have worked through to page 20. Changes are indicated by strike through and red font. Highlighted are areas to be determined. We will meet again on Thursday June 11th at 1:00pm in the City Hall Conference Room.

Mickey Ary ~ MPA
City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To
cobby0930@gmail.com 'Willie Stratton'
CC
'Scott Newhouse'
06/18/15 at 4:42 PM
Chad,

Attached is the update.

Mickey Ary ~ MPA
City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To
cobby0930@gmail.com 'Willie Stratton'
CC
'Scott Newhouse' mickary@juno.com
06/19/15 at 8:51 AM

I am attaching the document that Jenny has been updating during our negotiations. This document has those Sections we have agreed on with the understanding that both sides will have legal review of the sections before final agreement. It also show the sections we are still negotiating. The document is to allow council from others as we continue the process.

Section - those we are not in agreement with.
Section – tentative agreement upon final review from council.

Mickey Ary ~ MPA
City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To
cobby0930@gmail.com 'Willie Stratton'
07/17/15 at 12:18 PM

Here are the budget request. Let me know if you need something further.

Mickey Ary ~ MPA

City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To
cobby0930@gmail.com 'Willie Stratton'
CC

'Scott Newhouse'

07/24/15 at 1:12 PM

Attached is the agreement as discussed on July 23. Changes have been made to the Merit Increases – Section 11.04. No ticket quotas included. Appendix A & B have been included as well.

Mickey Ary ~ MPA

City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To
cobby0930@gmail.com 'Willie Stratton'
CC

'Scott Newhouse'

07/29/15 at 6:43 AM

I wanted to update where we are with the FOP. I have sent the agreement to our legal team and waiting to hear from them. I am at a conference on Thursday. I was not sure what we talked about concerning getting together, however once I have the information back from our review I will contact you. Thanks.

Mickey Ary ~ MPA

City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To
'Willie Stratton' 'Chad Cobb'
CC

'Scott Newhouse'

08/19/15 at 11:22 AM

Willie,

Please send an electronic version of the FOP agreement you let me copy last week. Thanks.

Mickey Ary ~ MPA

City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To
'Aj Silvey' 'Willie Stratton' 'Chad Cobb'
CC

snewhouse@cityofodessamo.com

09/10/15 at 9:41 AM

Mr. Silvey,

I now have the City's recommended revisions from our legal counsel. Do you have some preferred dates for us to meet. Thanks.

Mickey Ary - MPA City Administrator

Mickey Ary <mickey.ary@cityofodessamo.com>

To

'Willie Stratton'

09/11/15 at 3:17 PM

Willie,

Attached is the tentative agreement with added strikes and new editions in BLUE.

Mickey Ary - MPA

City Administrator

From: Aj Silvey [mailto:asilvey116@hotmail.com]

Sent: Monday, November 02, 2015 10:55 AM

To: mickey.ary@cityofodessamo.com

Subject: Contract Signed

Mickey,

Our attorney has completed his review of the contract and we are willing to agree to the city's final proposal that was forwarded back to us a few weeks ago. Although there were sections added that were not initially agreed upon and without consultation, the Lodge is willing to work with the City of Odessa to complete this process.

I have signed the contract and will be mailing it to you directly.

Thank you,

Aj Silvey

President

FOP Mid-MO Lodge #16

Mickey Ary

11/02/15

To: 'Aj Silvey'

President Silvey,

I will let you know when I receive the hard copy of the agreement.

Mickey Ary ~ MPA

City Administrator

Mickey Ary
11/09/15

To: 'Aj Silvey'

AJ,

I received the agreement today 11/9 in the mail. Thanks.

Mickey Ary ~ MPA

City Administrator

Aj Silvey

11/13/15

To: Mickey Ary

Hey Mickey,

It's been a few days and I haven't heard anything. Let me know what day you would like to get the contract ratified.

Thank you,

Aj Silvey

Mickey Ary

11/16/15

To: 'Aj Silvey'

AJ,

We have moved the November Board of Aldermen meeting to November 30th. I will let you know if the FOP Agreement is to be on the agenda. Thanks.

Mickey Ary ~ MPA

Aj Silvey
11/16/15
To: Mickey Ary

Thank you for the response. I'd like to know for sure this week if it will be so I can make arrangements ahead of time.

Aj Silvey
11/17/15

To: acouch@cityofodessamo.com Cc: mickey.ary@cityofodessamo.com, sean@mccauleyroach.com

Mayor Couch,

As you are aware, FOP Lodge #16 accepted the City of Odessa's final proposed contract and I have since sent a signed copy of the contract certified mail to the City of Odessa. Administrator Ayr contacted me last week advising he had received it. It is the Lodges expectation that we will move onto the ratification process relatively quick based upon the fact the City and Lodge are in agreement. Administrator Ary advised the Board of Alderman meeting for November has been moved to the 30th. I believe this provides an ample amount of time to assure the ratification process is on the agenda for that evening.

Please let me know what the City of Odessa's intent is regarding the ratification process.

Thank you,

President Aj Silvey
Mid-Missouri Fraternal Order of Police Lodge #16
PO Box 2391
Sedalia, MO 65301

Mickey Ary
11/19/15

To: 'Aj Silvey'

AJ,

I wanted to contact you on behalf of the Mayor and myself. I have received a request from the attorney to meet on Monday for a final reading of the agreement. The plan is to continue on with the placing of the Agreement on the November 30th BOA meeting for the board to vote on the agreement. Let me know if you have any questions.

Also – Section 23.02 needs to be changed to un-satisfactory.

[Mickey Ary ~ MPA](#) City Administrator

City Administrator

Bob Schnieders (bob@bartonhall.net) [Add to contacts](#)

11/25/15

To: asilvey116@hotmail.com Cc: Mickey Ary, Schraeder, Ivan L. - IC (ILSIC)

Mr. Silvey,

The City Administrator has asked me to contact you with an update on the City's progress in reviewing the latest proposed Collective Bargaining Agreement. The Board of Aldermen will discuss the contract in closed session following the regular meeting on Nov. 30. It is anticipated that the Aldermen will want to discuss the contract face to face with their special counsel. We anticipate that this meeting will take place by mid- December and thereafter the Board will be in a position to make it's decisions.

Thanks for your cooperation throughout these negotiations.

Bob Schnieders

To: Bob Schnieders Cc: Mickey Ary

Bob,

We have reached mid-December and I was wondering where the City of Odessa stands on our ratification process. Please let me know.

Thank you,

Aj Silvey

Bob Schnieders

12/18/15

To: Aj Silvey

AJ,

The Board met with special counsel the other night. No action was taken on the contract. I am waiting for them to give me further direction. i will let you know as soon as I know more.

thanks,

Bob

Aj Silvey

1/06/16

To: Mickey Ary, acouch@cityofodessamo.com, slockhart@cityofodessamo.com, swright@cityofodessamo.com, mbellington@cityofodessamo.com, jcarmody@cityofodessamo.com, bhenning@cityofodessamo.com, mstevens@cityofodessamo.com Cc: sean@mccauleyroach.com

Administrator, Mayor and Alderman

I am writing this email in regards to the contractual process between Mid-Missouri Fraternal Order of Police Lodge #16 and the City of Odessa. We have been in this process for an extended amount of time and I feel as though the Lodge has been more than cooperative through it, while the City of Odessa continues to delay the process. We have accepted numerous changes made by the City, some of which were made AFTER an agreement was reached and without negotiating with the Lodge.

During the month of December, 2015, I was in contact with Bob Schnieders who advised via email;

"The City Administrator has asked me to contact you with an update on the City's progress in reviewing the latest proposed Collective Bargaining Agreement. The Board of Aldermen will discuss the contract in closed session following the regular meeting on Nov. 30. It is anticipated that the Aldermen will want to discuss the contract face to face with their special counsel. We anticipate that this meeting will take place by mid- December and thereafter the Board will be in a position to make it's decisions."

We have now reached January of 2016 and there has been no word when the City of Odessa plans to ratify a contract that was agreed upon (TWICE) several months ago. Since an agreement has been reached, failure to ratify the contract in a timely manner could be considered a denial of the Officers rights to collectively bargain, which is a Constitutional right in the State of Missouri.

With that being said, the matter has been turned back over to our attorney, Sean McCauley of McCauley and Roach. Sean and I are considering council meeting dates which we could attend to address any questions of concerns you may have. In the mean time he may be reached at;

McCauley & Roach, LLC
527 W. 39th Street, Suite 200
Kansas City, Mo 64111
Phone: (816) 523-1700

Thank you for your time,

Aj Silvey
President, Mid-Missouri Fraternal Order of Police Lodge #116

Bob Schnieders [Add to contacts](#)

1/27/16

To: Aj Silvey Cc: Mickey Ary, Peggy Eoff

Mr. Silvey,

I wanted to update you on the status of the Board's review. The Board met in December with counsel and requested a number of changes to the contract. Those changes have now been made and the newest "final" version was given to them in closed session Monday night. They were asked to do a final review before the next scheduled Board of Aldermen Meeting. If nothing significant is requested by any of the Aldermen, I anticipate that the Contract will be on the agenda for vote at the next meeting.

If the Board approves the contract and votes to have the Mayor execute it, it will be forwarded to you for review and signature.

Thank you for your patience with us as we work our way through this process for the first time.

Bob Schnieders

Aj Silvey

1/27/16

To: Bob Schnieders Cc: Mickey Ary

Hey Bob,

Thank you for the update. Are you able to email me a revised copy? Also if any of the Odessa guys would like a copy please see if you can get them one, especially since it affects their work directly.

Aj

Mr. Silvey,

I received confirmation from our City Attorney to send you a copy of the proposed agreement and you can distribute as you wish. I am attaching the DRAFT of the contract agreement. Once the agreement is attached to the BOA Agenda it will be a public document.

Under advisement I have been instructed to point out the Wellness Incentive is being taken out and will be addressed in another document.

Mickey Ary ~ MPA

City Administrator



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Southeast Wastewater Plant Floor Repair

ACTION: Board approval to have repairs made by MC Midwest

BACKGROUND:

The floor at the southeast plant was damaged during the flooding on June 3, 2015. FEMA / SEMA and our insurance company has been contacted. Our insurance deductible is \$25,000.00. The estimate of the company we are requesting to use is \$13,812.00. This is the number that FEMA / SEMA is working with.

The estimates received were from:

MC Midwest - \$13,812.00

KAT Excavation - \$19,143.00

FINANCIAL CONSIDERATIONS:

Our engineers could not get more than 2 estimates. One reason is this is not a considered a big project to a lot of companies. The city has filled out the proper paperwork, with FEMA/SEMA to be reimbursed of some of the cost. While we stand a good chance of partial reimbursement we are not guaranteed. Money will be used from the existing budget to pay for the repairs.

ATTACHMENTS:

A letter of further explanation is included.

PREPARED BY _____

DATED: March 28, 2016

Paul Conway
Director of Public Works



LARKIN
LAMP RYNEARSON

9200 Ward Parkway, Suite 200
Kansas City, Missouri 64114
P] 816.361.0440
F] 816.361.0045
www.LRA-Inc.com

March 1, 2016

Mr. Paul Conway
Public Works Director
CITY OF ODESSA
325 South 8th Street
Odessa MO 64076

Re: Pump Room Floor Repairs
Southeast Wastewater Treatment Plant
Larkin Lamp Rynearson 0315044.01

Dear Paul:

Three bids were requested for the repair work due to flood damage in the pump room of the Southeast Wastewater Treatment Plant. Bids were received from KAT and MC Midwest. We originally sent a request to Irvinbilt, which they forwarded to MC Midwest. We also sent a request to KC Master Company, which went unanswered. We recommend awarding the work to MC Midwest for the estimated amount of \$13,812. While the exact amount of grout that will be needed will be unknown until the work is underway, we do not expect the total to exceed the estimate.

If you should have any questions or need additional information, please contact me at (816) 823-7230 or by email at Greg.Kendall@LRA-inc.com.

Sincerely
LARKIN LAMP RYNEARSON

Greg S. Kendall, P.E.
Senior Project Manager

GSK

☐ Mickey Ary, City of Odessa
Project File



October 29, 2015

Quote

To: Joe Garrison
Irvinbilt Co
10 Hickory St
Chillicothe, MO 64601

RE: Odessa WWTP

Location: Odessa, MO.

Description: Repair damage to pump room slab from flooding – Repair 85 L.ft. of crack, Void consolidation under slab (not to exceed the equivalent of one cu/yd) Seal around column, Apply epoxy floor coating to area (35'x50')

Scope of Work:

- Identify void locations in slab, drill 5/8th holes at locations and insert mechanical packer ports.
- Under pressure inject a two-component urethane grout through ports into void locations. Monitor port locations for movement of material. Terminate pumping once voids are consolidated. (Base bid 1-5 gal unit)
- Identify port locations in cracks of the floor slabs and adhere surface mounted ports to identified locations.
- Under pressure inject a two-component structural epoxy resin into ports in a port-to-port method until all ports have been injected and crack fully consolidated. Remove ports and containment seal upon initial cure of epoxy resin. (Base bid 85 L.ft.)
- Shot blast floor slab to prep for epoxy coating. Apply vapor locking primer coat (blocks moisture intrusion).
- Apply epoxy topcoat, color to be gray.
- Allow a minimum of 72 hours for full cure at room temperatures (70°).
- Joint seal around column.

Pricing: As stated above lump sum total per plans Total: \$ 13,812.00

Unit pricing: Crack repair - \$ 38.75 l.ft.

Chem. Grout – Is based upon 5 gal units(unrestricted expansion 55 gal. equivalent) \$ 1750.00 per unit pump in place.

Submittals: Chem Grout – Sika Fix HH plus, Epoxy Injection Resin – Kemko 038, Epoxy Flooring – Induron E-bond 100 primer, Perma-Tuff SL topcoat.

Comments: MC Midwest will require access to dumpster, power, water and toilet facilities. The anticipated time frames is 7 working days. Shot blasting of the concrete slab is recommended, but could be excluded. This would result in a \$1100.00 credit to the Quote. Some floor prep would still be required. All products used will be VOC compliant. MC Midwest will not be responsible for project conditions that may impede the applications. All applications will be subject to manufactures approval and specifications. We will notify Irvinbilt in the event additional locations/cracks are requested to be repaired. Regardless of what floor finish is chosen, keep in mind backside moisture intrusion will most likely be prevalent at the floor slab location. We strongly recommend the shot blasting procedure to help aid the primer in getting the maximum bite on the slab. MC Midwest will not proceed with any additional locations until Irvinbilt notify us in writing or email. Please feel free to contact me with any questions or concerns or if you require further assistance. Thank you for the opportunity to be of service.

Respectfully Submitted,

Michael McCarter
President



June 30, 2015

VIA ELECTRONIC MAIL
Greg.Kendall@LRA-INC.com

Larkin Lamp Rynearson
9200 Ward Parkway, Suite 200
Kansas City, MO 64114

Attn: Mr. Greg Kendall
Re: SE WWTP
Pump Room Repairs

Dear Mr. Kendall,

KAT Excavation, Inc. (KAT) was engaged by Larkin Lamp Rynearson (LRA) to provide a Study with a not to exceed budget number to correct issues caused by flooding at the SE WWTP.

Corrections Include:

- Mobilization
- Supervision
- Crew and Equipment
- Up to 12" Diameter Cores in Floor (x 2)
- Grouting of void left from lost aggregate (~ 1CY)
- Epoxy Fill Cracks in Floor (~85 LF)
- Sanding Existing Coating with floor buffer
- Cleaning and Painting of Floor with two coats of Thomec Series 161 (~35'x50')

ESTIMATED TOTAL: \$19,143.00

NOTES AND EXCLUSIONS:

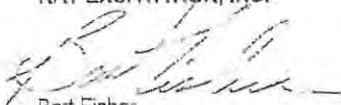
Notes:

1. Quote is per emails from Mr. Greg Kendall at Larkin Lamp Rynearson (LRA), dated 06-29-2015, if any omissions are found in our scope, LRA is encouraged to make contact and verify with KAT.
2. KAT anticipates this scope of work to take +/- 30 calendar days.
3. This Proposal is to be attached to any Subcontract.
4. KAT reserves the right to modify its scope and price should the scope of work change from above.

Exclusions: Bonds (add 1.5% if required); Permits; Taxes; Concrete Testing; Foundation Drains; Utility sleeves in Footing/Slab; Sandblasting; Demolition; Shotcrete; Gypcrete; Bonding; Cellular Insulating Concrete; Recoating of Exposed Concrete with Cure or Sealer; Cleaning of Concrete Slabs is by others; Waterproofing; Fiber Reinforcing; and anything not specially listed as included above is excluded.

Thank you for allowing us the opportunity to quote this project to you, if you should have any questions or comments, please feel free to contact me at 816.690.4611.

Sincerely,
KAT EXCAVATION, INC.


Bart Fisher
Chief Estimator



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

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Independent Study of Odessa Police Department

ACTION: Board approval for Request for Proposal to be published seeking consultant/agency to conduct independent study.

BACKGROUND: It is normal practice to periodically evaluate the operations of specific departments within a greater organization. This can be accomplished by internal evaluation or by an external evaluation. Both methods have strengths and weaknesses. The strength of an external independent study is the evaluation gives a comprehensive picture of operations within the entire department. This external evaluation eliminates the management of the department swaying the study findings and recommended implementations. The goal of an Odessa Police Department Independent Study would be to determine areas of needed improvement(s) in the overall operations, implementation of "best practices", and to strengthen existing efficiencies. The Police Department is eligible for various grants to support the operations of the department. Grant eligibility is based on the department's ability in clear record keeping, undated crime reporting, and standardized reporting from various agencies. The independent study can help with future grant request for the Odessa Police Department.

Furthermore, the desire is for the department to be in compliance with all reporting and record keeping to increase opportunities for future awarding of grants, state reporting, and the Uniform Crime Report.

Furthermore, it is the duty of the City Administrator to insure operations are at the highest standard as outlined in Chapter One – The General Code Section 1-108-5 *Duties and Powers* subsection P:

P. Investigate and Report. *The City Administrator shall have the power to investigate and to examine or enquire into the affairs or operation of any department of the City under his/her jurisdiction, and shall report on any condition or fact concerning the City Government requested by the Mayor or Board of Aldermen.*

FINANCIAL CONSIDERATIONS: TBD once the RFP's are returned for review by Board of Aldermen Finance Committee.

ATTACHMENTS: Proposed RFP for Independent Study

Submitted by: Mickey Ary – City Administrator

March 28, 2016



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

Request for Proposal – Police Department Study

Purpose of the Study

The City of Odessa, Missouri (the City) is a community with a population of 5300 located roughly 45 minutes East of Kansas City, Missouri on Interstate I-70. The City is soliciting proposals to undertake a study of the overall operations of the Odessa Police Department. It is the objective of the City to secure through an outsourced contract a comprehensive analysis of the organization, department staffing levels, management structure, information technology, equipment, deployment of personnel, cooperation with other agencies, and overall efficiency. The greatest importance will be placed on the ability to utilize the analysis to establish goals and objectives for the Department over the next five (5) years.

Odessa Police Department background Material

The Odessa Police Department (Police Department) is an agency comprised of Chief of Police, two (2) Sergeants, seven (7) F/T police officers, five (5) reserve officers, one (1) F/T Court Clerk , and one (1) P/T Clerk. The commissioned officers patrol the city limits of Odessa which encompasses approximately 4.10 square miles.

Preliminary Scope of the Work

The City intends to enter into a contract for consulting services with the selected vendor to provide an electric (PDF format) and bound, written report containing a detailed analysis with recommendations directing how the Police Department can maximize its use of personnel resources and equipment, and to improve services. The vendor shall be available for a formal presentation of the final project report to be made by the vendor to the City Elected Officials at a public meeting. The work of the project shall include;

- **Confirm Scope of Work:** The consultant's Project Team will review the scope of work with designated City Staff, including the project objectives, tasks, timeline, products to be delivered, and identify communication channels.
- **Data Collection:** Energize staff in a self-assessment and review available background information on topics including, but not limited to: crime analysis, criminal investigations, managing calls for service, patrol deployment practices, collaboration with other jurisdictions and community partners, human resource management, budgeting, staffing, resource allocations, administrative practices, workload, performance measures, and service levels.

- **Review and Document Current Business Practices and Operations:** The review should include a detailed organizational and operational assessment of current Police Department law enforcement systems and services to include understanding requirements under Labor Agreements. The assessment should include, but is not limited to;
 - Policing Strategies – managing calls for service, call classification, prioritization and call diversion.
 - Current services including a cost benefit for each program area.
 - Appropriate staffing levels with an emphasis on officer safety, workload, and the use of existing resources and overtime.
 - Deployment Practices – staffing to workload, patrol work scheduling, shift relief factors, and geographic deployment.
 - Workload indicators, workload trends, and performance measures.
 - Crime Analysis – internal and external data sources, analysis tools, administrative, strategic, and tactical products and their use.
 - Organizational Structure and Management – the effectiveness of the organizational structure, strategic planning, crime management processes, organizational performance measures, budget practices, and information systems.
 - Internal controls and oversight, including supervisory span of control.
 - Cost/benefit analysis of 24 hour records and its impact on operations.
- **Best Practices and Innovations:** Identify best practices and innovations in law enforcement for those areas outlined above. The practices should be consistent with agencies of similar size, characteristics, and crime rates as the Odessa Police Department. The innovations should be similarly matched. When identifying best practices and innovations, special care should be given to focus on those that are relevant and practical for meeting public safety goals within the existing budget for the Odessa Police Department. Cost considerations and organizational capacity to implement should be examined as well as the potential to achieve measurable results.
- **Gap Analysis:** Identify areas of high performance and areas that present opportunities for improvement between current business practices, operations, best practices, and innovations. Gap(s), if any, should be clearly identified and recommendations should be made as to program refinements, new strategies, and resource modifications that might be required to better achieve community safety objectives and better fiscal responsibility.
- **Initial Observations and Findings/Draft Report:** The initial observations and findings will be presented in an informal report which makes preliminary findings. The report should also identify any issues outside the identified scope of work that may impact the Police Department and require further analysis or actions on the part of the City. Following review of the draft with the Project Team the report will be amended as needed.
- **Final Report:** The consultant will work with the City Project Team to refine recommendations and develop potential strategies and cost. This will result in final copies of the written report that will be presented to the Mayor, Aldermen (6), City Administrator, City Clerk, and Chief of Police.

Contractor Qualifications

The City is seeking a consultant with experience and expertise in the analysis of municipal police department operations and management, and experience and expertise in program analysis and cost benefit analysis in

order to make specific recommendations. The consultant will need to have the capacity to evaluate procedures, practices, and performance in delivering police services in partnership with the community. The consultant should be able to demonstrate experience addressing these issues with other municipal police departments within the last three years. Experience in writing and presenting reports for local government officials is desired, including the development of findings, conclusions, and recommendations.

City Project Team

The City will support the consultant by providing a primary point of contact and City Project Team. The consultant will work with the City to identify the appropriate team. The consultant will be expected to conduct periodic team updates for progress on the overall project, seek direction on any appropriate issues, and seek feedback on sections of the analysis or draft reports.

Proposal Submittal and Award

In order to be considered, Proposers shall submit 7 copies of the proposal to the address listed below by close of business on April 15, 2016.

Mickey Ary, City Administrator

City of Odessa

P.O. Box 128

125 S. Second Street

Odessa, MO. 64076

816-230-5577

Mickey.ary@cityofodessamo.com

Proposed Time Line for the Project

- | | |
|----------------------|--|
| ○ March 29, 2016 | RFP Issued to be published for review |
| ○ April 21, 2016 | Proposals Due to City |
| ○ April 25-29, 2016 | Interview Finalist Consultants |
| ○ May 9, 2016 | Consultant is Presented to BOA |
| ○ May 16, 2016 | Consultant Begins Work |
| ○ August 8, 2016 | First Draft is Delivered to the City for Comment |
| ○ August 25, 2016 | Comments Returned to Consultant |
| ○ September 19, 2016 | Final Draft Delivered to the City |
| ○ September 26, 2016 | Presentation to Mayor & Board of Aldermen |

Terms of Contract and Budget

Each proposal should include:

- A letter of transmittal.
- Names and qualifications of the specific individuals who would be assigned to this project. Please outline relevant education and experience of person(s) conducting the work of the project.
- List of current and former municipal law enforcement references – minimum of 3 references.
- Preliminary list of comparable bench mark agencies and departments for best practices.

- Detailed Scope of Work using the information provided in this RFP.
- Description of work plan, project schedule, timeline, and deliverables (including, but not limited to the draft and final reports)
- Requirements of the Odessa Police Department and other City Staff to support the completion of the project.
- The proposed cost of the contract, including the fee of labor, travel, reimbursable costs, and other anticipated cost. A lump sum fee is preferred rather than an hourly labor cost.
- Signature by a duly authorized official of the Consultant's firm who has the legal ability to bind the firm.



*P.O. Box 128 Y 125 S. Second Y Odessa, MO 64076
Phone: (816) 230-5577 Y Fax: (816) 633-4985 Y cityofodessamo.com*

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Selling of City of Odessa equipment/vehicles

ACTION: Board of Aldermen approval for the City Administrator or designee to sell equipment that is not feasible for the City of Odessa to retain. The equipment would be sold through bid process, auction, or state approved process.

BACKGROUND: The following list of equipment is "out of service" equipment due to high maintenance requirements or replacement cost of equipment. The list includes;

- 2000 FORD – E450 Ambulance (Med 3)
 - 2000 FORD – Crown Victoria (Blue unmarked)
 - 1979 FORD 555E – Backhoe w/ Loader
 - 1986 710A Champion Road Grader
 - 1996 Ford F350 1 Ton Dump Truck/snow plow/salt spreader (sell as package)
-

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS:

Submitted by: Mickey Ary – City Administrator

March 28, 2016



RESOLUTION 2016-07

RESOLUTION OF THE CITY OF ODESSA, MISSOURI, TO EXECUTE CERTIFICATE OF FINAL COMPLETION FOR THE NORTHWEST WASTEWATER TREATMENT PLANT PROJECT CONTRACT WITH KAT EXCAVATION, INC.

WHEREAS, The Board of Aldermen of the City of Odessa approved a contract with KAT Excavation, Inc. to complete The Northwest Wastewater Treatment Plant, substantial completion date was November 19, 2015; and

WHEREAS, KAT Excavation has completed work outlined in the contract with a final completion date of March 16, 2016; and

WHEREAS, Larkin Lamp Rynearson recommends the City accept this project as complete and authorize the Mayor to sign the Certificate of Final Completion,

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

SECTION 1 That the Board of Aldermen authorize the Mayor to sign the Certificate of Final Completion accepting the Northwest Wastewater Treatment Plant Project complete.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 28th day of March 2016.

(SEAL)

By: _____
Adam R. Couch, Mayor

ATTEST:

By: _____
Peggy Eoff/City Clerk

CERTIFICATE OF FINAL COMPLETION

PROJECT: NW Wastewater Treatment Plant

DATE: March 16, 2016

TO: City of Odessa, Missouri

CONTRACTOR: KAT Excavation

ENGINEER: Larkin Lamp Rynearson

SUBSTANTIAL COMPLETION DATE: November 19, 2015

This Work performed under this contract has been inspected and found to be finally complete. The Date of Final Completion of the Project is hereby established as:

March 16, 2016
DATE OF FINAL COMPLETION

Failure to identify incomplete work items or requirements of Contract Documents prior to issuance of the Certificate does not alter the responsibility of the Contractor to comply with all provisions of Contract Documents.

Based on our inspection and to the best of our knowledge, information and belief, the Work has been completed in accordance with the terms and conditions of the Contract Document and we recommend acceptance of the Work by the City Council.

KAT Excavation
Contractor

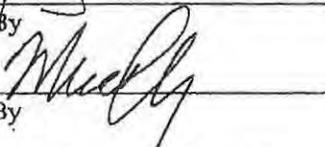
By



3-17-16
Date

Larkin Lamp Rynearson
Engineer

By



3-16-16
Date

Odessa, Missouri
City

By



3-17-16
Date

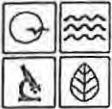
Except as provided in the Contract Documents attached hereto, the City of Odessa, Missouri accepts the Project as finally complete and accepts responsibility for security, maintenance, heat, utilities, damage to the Work, and insurance, that has not been previously transferred from the Contractor.

City of Odessa, Missouri
City

By

Date

END OF DOCUMENT



MISSOURI DEPARTMENT OF NATURAL RESOURCES
 WATER PROTECTION PROGRAM
WASTEWATER CONSTRUCTION STATEMENT OF WORK COMPLETED

PART A – BASIC INFORMATION – All applicants must complete Part A.

1. THIS FORM IS FOR:

- Construction is complete.
 Construction is substantially complete and operable. Expected date of completion: _____

2. ISSUANCE OF AN OPERATING PERMIT:

- Request issuance of the new/modified site-specific operating permit previously public noticed. MO-0026379
 Request general operating permit from the appropriate regional office at least 60 days prior to operation.
 MO-G _____; Form B or Form E; Appropriate fee
 No issuance of a new/modified operating permit is necessary.

3. PROJECT INFORMATION

NAME OF THE PROJECT Northwest Wastewater Treatment Plant	ESTIMATED PROJECT CONSTRUCTION COST \$ 9,506,394.20	FINAL PROJECT CONSTRUCTION COST \$ 9,445,553.88
CONSTRUCTION PERMIT # CP 0001260	RECEIVING WASTEWATER TREATMENT FACILITY # MO- -0026379	DEPARTMENT FUNDED PROJECT # C295675-01

4. AS-BUILT PLANS

- If construction is complete, an electronic copy of the as-builts is required and included with this form when:
 Nondepartment funded projects, in which changes from the previously submitted plans and specifications occurred.
 Department funded projects.
 N/A

5. PROJECT OWNER: I hereby affirm that I am familiar with the information contained in this form and to the best of my knowledge and belief such information is true, complete and accurate.

AUTHORIZED SIGNATURE	TITLE OR CORPORATE POSITION
PRINTED NAME	DATE

6. ENGINEER: I hereby affirm, to the best of my knowledge and belief, based on inspections, observations, testing of the construction and upon reports submitted by others, that this wastewater project is substantially complete and operable. The construction was completed in accordance with the department's issued construction permit.

SIGNATURE <i>Greg Kendall</i>	PRINTED NAME Greg Kendall	DATE 3-16-16
----------------------------------	------------------------------	-----------------

CONSULTING FIRM NAME Larkin Lamp Rynearson	LICENSE # AND SEAL
ADDRESS 9200 Ward Parkway, Suite 200	
CITY Kansas City	STATE MO
	ZIP CODE 64114
EMAIL ADDRESS <i>Greg.Kendall@LRA-INC.com</i>	
TELEPHONE NUMBER WITH AREA CODE (816) 361-0440	

Mail completed form and any attachments to one of the following:

For Nondepartment-Funded Projects: MISSOURI DEPARTMENT OF NATURAL RESOURCES WATER PROTECTION PROGRAM ATTN: ENGINEERING SECTION P.O. BOX 176 JEFFERSON CITY, MO 65102-0176	For Department-Funded Projects: MISSOURI DEPARTMENT OF NATURAL RESOURCES WATER PROTECTION PROGRAM ATTN: FINANCIAL ASSISTANCE CENTER P.O. BOX 176 JEFFERSON CITY, MO 65102-0176
--	---

END OF PART A.

PART B – DEPARTMENT-FUNDED PROJECTS: Submit only if the wastewater construction project involves DNR funding. Make additional copies of Part B for each contractor company if multiple contracts were awarded for the project.

CONSTRUCTION PERMIT # 0001260	DEPARTMENT FUNDED PROJECT # C295675-01
----------------------------------	---

NAME OF THE PROJECT
Northwest Wastewater Treatment Plant

7. CONTRACTOR COMPANY

CONTRACT NUMBER
Contractor's Project No. 3202; Engineer's Project No. 0312729.04

NAME KAT Excavation, Inc.	TELEPHONE NUMBER WITH AREA CODE (816) 690-4611
------------------------------	---

ADDRESS 309 N. Oak	CITY Bates City	STATE MO	ZIP CODE 64011
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8. INSPECTIONS CONDUCTED BY ENGINEER

DATES AND NOTES OF CONSTRUCTION INSPECTIONS DURING CONSTRUCTION

Construction phase observation was provided full time during construction. Engineers made periodic site visits during construction. Substantial completion inspection was held 11/19/2015 and punch list distributed to Contractor.

PERCENT PROJECT COMPLETE 100.00%	DATE OF FINAL INSPECTION IF COMPLETE 3-16-16
-------------------------------------	---

9. ADDENDA APPROVAL

ISSUED ADDENDUM #	DEPARTMENT APPROVAL DATE
1	12/18/2013
2	12/18/2013
3	12/18/2013
4	12/18/2013
5	12/18/2013

10. CHANGE ORDER APPROVAL

EXECUTED CHANGE ORDER #	DEPARTMENT APPROVAL DATE
1	09/09/2014
2	10/15/2014
3	04/24/2015
4	04/24/2015
5	12/11/2015
6	02/03/2016
7	

END OF PART B.

INSTRUCTIONS FOR COMPLETING WASTEWATER CONSTRUCTION STATEMENT OF WORK COMPLETED

This form is for wastewater facilities that are complete or substantially complete and operable. This form requires an engineer to certify the wastewater facility is (substantially) complete and operable. Substantially complete and operable is the stage of construction when the project is sufficiently complete so that the project owner may use the project for its intended use.

New wastewater treatment facilities wishing to discharge shall obtain an operating permit from the department before any discharge occurs. Refer to 10 CSR 20-6.010(5)(A).

Part A – Basic Information

1. Check the appropriate box and indicate the expected date of completion, if applicable.
2. Check the applicable box and associated MSOP number.
Applicants for MOGD and MOG823 must fill out Form B, available online at dnr.mo.gov/forms/780-1512-f.pdf.
For all other general operating permits, applicants must fill out Form E, available online at dnr.mo.gov/forms/780-0795-f.pdf.
See dnr.mo.gov/env/wpp/permits/issued/wpcpermits-general.htm for a list of general operating permits.
Fee rates can be found in 10 CSR 20-6.011 (s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-6.pdf).
To locate the appropriate regional office, visit dnr.mo.gov/regions/.
The department has a statutory deadline to issue general permits without a public notice period within 60 days. See RSMo 644.051.13.
3. Complete the project information. The estimated and final project construction cost will be useful to the department in conducting affordability analyses.
4. Check the applicable box. If this form is used to obtain a MSOP when substantially complete and operable, the form must be updated and resubmitted when construction is completed in accordance with 10 CSR 20-6.010(5)(D) for all department funded projects. Attach an electronic copy of the as-built plans to this form in accordance with 10 CSR 20-8.110(8), if required. The electronic copy shall be submitted in PDF searchable format on a compact disc. If the as-built plans are scanned, set the resolution to 200 dpi at 17 inches by 22 inches at a minimum.
5. Complete the project owner certification. The project owner should match the information provided in the original construction permit application. All applications must be signed as follows in accordance with 10 CSR 20-6.010(2)(B) and the signatures must be original:
 - A. For a corporation, by an officer having responsibility for the overall operation of the regulated facility or activity or for environmental matters.
 - B. For a partnership or sole proprietorship, by a general partner or the proprietor.
 - C. For a municipal, state, federal or other public facility, by either a principal executive officer or by an individual having overall responsibility for environmental matters at the facility.
6. Complete the engineer certification and information.

Part B – Department Funded Projects

All department funded wastewater construction projects are required to complete and submit Part B of this form. If multiple contracts were awarded for the project, make additional copies of Part B for each contractor company.

7. Complete contractor company information.
8. List all construction inspection dates conducted by the engineer. Attach additional sheets as necessary.
9. List all addenda and corresponding information. An addendum is a change to the approved plans and specifications prior to the bid opening. Addenda must be approved by the department in accordance with 10 CSR 20-8.110(8). Attach additional sheets as necessary.
10. List all change orders and corresponding information. A change order is a change to the approved plans and specifications after the bid award and contract execution. Change order(s) must be approved by the department in accordance with 10 CSR 20-4.040(20) and 10 CSR 20-8.110(8). Attach additional sheets as necessary.

Mail the completed form to the department as shown in Part A.

If there are any questions concerning this form, please contact the Department of Natural Resources, Water Protection Program at 800-361-4827 or 573-751-1300 or visit dnr.mo.gov/env/wpp/permits/ww-construction-permitting.htm.



BOARD OF ALDERMEN ACTION REPORT

ISSUE: The uniform and janitorial supplies contract for the Public Works Department, City Hall, and Parks Department has expired with UniFirst Company. Public Works has received price quotes from 4 vendors.

ACTION: Board approval to enter into a 3 year agreement with Aramark Company for uniform and janitorial supplies.

BACKGROUND:

The City had a contract with UniFirst Company for uniforms and janitorial supplies. The contract has expired and the city is free to receive price quotes from other vendors. Price quotes were received from: Ameripride \$20,066.00 per year / UniFirst \$19,544.00 per year / GK Services \$16,802.00 per year / Aramark \$13,194.00 per year. The city attorney has reviewed the agreement and takes no exception. All vendors are allowed to increase pricing from 0% to 6% each year of the contract. We are requesting a 3-year contract.

FINANCIAL CONSIDERATIONS:

Money is budgeted for this expense each year.

ATTACHMENTS:

PREPARED BY

DATED: March 28, 2016

Paul Conway
Director of Public Works



*P.O. Box 128 • 125 S. Second • Odessa, MO 64076
Phone: (816) 633-5521 • Fax: (816) 633-5464 • powerplant@cityofodessamo.com*

Electric, Water, Waste Water 1 and 2, Street, City Hall and the Park department are combined. City Hall and Park are 13 weeks and the other departments are 52 weeks.

Combining startup costs, garment replacement insurance and weekly service charges, the total costs for the first year are as follows:

GK Services: \$16801.98

Unifirst: \$19544.20

Ameripride: \$20066.15

Aramark: \$13193.52

All the vendors will have from 0% up to a 6% increase each new year for the life of the 3 year contract.



RESOLUTION 2016-08

RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO EXECUTE A SERVICE AGREEMENT WITH ARAMARK UNIFORM SERVICES COMPANY FOR UNIFORMS AND JANITORIAL SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT, CITY HALL AND PARK DEPARTMENT

WHEREAS, the City of Odessa has heretofore advertised for bids for the furnishing and delivery of Uniforms and Janitorial supplies for the Public Works Department, City Hall and the Park Department for a period of three years; and

WHEREAS, the City received quotes from four vendors, all vendors will have from 0% to 6% increase each new year for the life of the three years; and

WHEREAS, the City desires to accept the Service Agreement with Aramark Uniform Services, 3517A Enterprise Drive, Kansas City, MO 64129 for \$13,193.52 for the first year; and

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

SECTION 1 That the Board of Aldermen authorize the Director of Public Works to enter into a service agreement for the furnishing and delivery of Uniforms and Janitorial supplies with Aramark Uniform Service for \$13,193.52 for the first year for the City of Odessa, Missouri.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 28th day of March, 2016.

(SEAL)

By: _____
Adam R Couch, Mayor

ATTEST:

By: _____
Peggy Eoff/City Clerk

Service to ("Customer"): City of Odessa

Bill to: _____

P.O. Box 128

Service Address

Billing Address

Odessa MO 64076
 City State Zip Code

_____ _____ _____
 City State Zip Code

GARMENTS AND SERVICES ORDERED:

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE** (per item per week)	REPLACEMENT CHARGE (PER ITEM)
16	Dickies Carp Jeans	11	5	.22	item	weekly	.10	28.00
4	Work shirt	11	5	.14	item	weekly	.04	14.50
20	cotton work shirt	11	5	.19	item	weekly	.10	18.50
4	FR Indura shirt	11	5	.40	item	weekly	.16	42.00
3	Dickies FR Jeans	11	5	.55	item	weekly	.16	78.00
1	FR Indura work pants	11	5	.46	item	weekly	.16	57.00

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

ARAMARK Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ('Merchandise') rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for ³⁶36 consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. ~~Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.~~

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page

ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
Mat, Standard, 3x4-Dark Gray	14	\$1.250	Weekly	50%	Not Incl.	\$45.00
Mat, Standard, 4x6-Dark Gray	14	\$2.250	Weekly	50%	Not Incl.	\$87.00
Mat, Standard, 3x10-Dark Gray	8	\$3.000	Weekly	50%	Not Incl.	\$115.00
Mat, Scraper, 3x5, Black	5	\$1.800	Weekly	100%	Not Incl.	\$67.00
Wet Mop, Synthetic-Blue	12	\$0.750	Weekly	100%	Not Incl.	\$9.00
Dust Mop, Synthetic, 36"-Green	12	\$0.280	Weekly	100%	Not Incl.	\$10.50
MicroFiber, Cloth, Industrial-Navy, 16x16	26	\$0.040	Weekly	100%	1%	\$1.20
Mat, Standard, 3x4-Dark Gray	0	\$1.980	EOW	50%	Not Incl.	\$45.00
Mat, Standard, 4x6-Dark Gray	0	\$3.900	EOW	50%	Not Incl.	\$87.00
Mat, Standard, 3x10-Dark Gray	0	\$5.250	EOW	50%	Not Incl.	\$115.00
Dust Mop, Synthetic, 36"-Green	4	\$0.420	EOW	100%	Not Incl.	\$10.50
Dispenser, Hygiene, Air Freshener Fan-Black	3	\$2.250	EOW	100%	Not Incl.	\$26.00

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ('Merchandise') rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for ³⁶36 consecutive months following the later of such date or the date Merchandise is first installed on Customer's premises. ~~Renewal will be automatic for another like term unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mail, return receipt requested.~~

AUS will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify AUS of an employee's termination and must immediately return Merchandise issued to that employee.

Terms and Conditions Continued on Next Page



2680 Palumbo Dr, Lexington, KY 40509

Telephone: (800) 504-0328 Fax: (781)423-9091

Email: CustomerService@CCFCM@Uniform.Aramark.com

To expedite account processing, please fill out all **required*** information on the cover page, as well as below, and **sign*** the application.

*Name of Business: City of Odessa		*DUNS Number: 096746029	
*Trade Name:		Date Business Started:	
*Street Address: P.O. BOX 128	*City: Odessa	*State: MO	*Zip Code: 64076
*Telephone Number: (816) 230-5577	Fax Number: (816) 633-4985	*Email Address:	
*Check Legal Status: <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> LLP		*Estimated Monthly Sales:	
Do you have an existing account with another Aramark line of business? <input type="checkbox"/> Yes <input type="checkbox"/> No		City and State of Aramark location:	
If so, please provide the following information: Account Number		Aramark telephone number:	

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns may be subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

 Authorized Signature (Must be signed by owner, officer, partner or other authorized individual) _____ Date _____

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

For Office Use Only:	
Market Center Number:	Customer ID(s):
Date Submitted:	



Customer Information Sheet (CIS)

CUSTOMER NAME City of Odessa

CUSTOMER NO. _____

PAGE NO. _____

CONTACT NAME:
Paul Conway

CONTACT TITLE:
DIRECTOR OF PUBLIC WORKS

Reason For CIS: New Customer Add Allied Products Add Other Charges

ALLIED MERCHANDISE AND SERVICES ORDERED:						
MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE

*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Additional Services and Charges:

- | | | | | | |
|-------------------------------------|--------------------------|--|---------------------------------------|---------------------------------------|---------------------------------------|
| YES | N/A | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Preparation Charge | \$0.25 | per Garment | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Service Charge | 3% | per Week | |
| <input type="checkbox"/> | <input type="checkbox"/> | Extra Suit Charge | | per Wearer | |
| <input type="checkbox"/> | <input type="checkbox"/> | Special Merchandise (If yes, see Special Merchandise Addendum) | | | |
| | | Direct Embroidered | <input type="checkbox"/> | | |
| | | Other | <input type="checkbox"/> | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Emblem Description | | | |
| | | <input checked="" type="checkbox"/> Name Emblem | Unit Price | \$1.00 | |
| | | <input checked="" type="checkbox"/> Company Emblem | Unit Price | \$2.00 | |
| | | <input type="checkbox"/> Other | | | |
| | | Emblem Color: | Name: | Company: | |
| | | Emblem Type/Style: | Embroidered: <input type="checkbox"/> | Silk Screen: <input type="checkbox"/> | Image Print: <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | Other Charges/Services: | | | |

EasyCare™	
GARMENT MERCHANDISE	EasyCare™ Rate (per item in inventory per week)

General:

- There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Chest Sizes	52" and above
Inseam Length	28" and below, 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment

Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.
- Customer is responsible for all sales and use taxes.
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part.
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

PRINT CITY OF ODESSA (816) 230-5577
 Name of Customer Customer Phone Number

PRINT KEVIN PRICKETT, ACCOUNT EXECUTIVE
 Aramark Representative Name & Title
 _____ Date _____
 Signature - Aramark Representative

PRINT PAUL CONWAY, DIRECTOR OF PUBLIC WORKS
 Name & Title of Customer Contact

 Signature - Aramark General Manager
 _____ Date _____

TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

____ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") either by an amount up to the percentage change in the Consumer Price Index over the previous 12 months or 5% whichever is greater. AUS will notify Customer of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

Service Guaranty: Customer may terminate this Agreement for material deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct or begin to correct the deficiencies, and giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement

because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service Guaranty), Customer agrees to pay AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend and hold AUS harmless from and against any loss, claim, expense, including attorney's fees, or liability incurred by AUS as a result of the use of such Merchandise in areas where contact with flame or hazardous substances is possible. Customer will immediately notify AUS of any toxic or hazardous substance introduced by Customer onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

City of Odessa (816) 230-5577
Name of Customer Customer Phone Number

Kevin Prickett, Account Executive
Aramark Representative Name & Title

Paul Conway, Director Of Public Works
Name & Title of Customer Contact

____ Date _____
Signature – Aramark Representative

By _____ Date _____
Signature of Authorized Customer Representative

____ Date _____
Signature – Aramark General Manager



RESOLUTION 2016-09

**RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING
THE MAYOR TO EXECUTE THE LEASE AGREEMENT BETWEEN THE
CITY OF ODESSA AND THE ODESSA FIRE AND RESCUE PROTECTION DISTRICT**

WHEREAS, the City of Odessa, Missouri, has entered into a Lease Agreement with the Odessa Fire and Rescue Protection District (attached as Exhibit A); and

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

SECTION 1. That the Board of Aldermen authorizes the Mayor to sign the Lease Agreement between the City of Odessa and the Odessa Fire and Rescue Protection District (attached as Exhibit A).

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 28th day of March 2016.

(SEAL)

By: _____
Adam R. Couch, Mayor

ATTEST:

By: _____
Peggy Eoff, City Clerk

**Odessa Fire & Rescue Protection District
Directors Meeting Minutes
March 16, 2016**

OPEN SESSION

1) Call to Order

The Odessa Fire and Rescue Protection District Directors met in general session on Wednesday, March 16, 2016. The meeting was called to order at 7:00 p.m. by President, Larry Horne.

Directors in attendance included:

Hap Phillips, Kent Shutt, David Magruder, and Marty McDermed

Others in attendance included:

Kevin Campbell, John Gillum, Carl Scarborough

2) Approval of Consent Agenda

A motion was made by Hap Phillips and seconded by David Magruder to approve the consent agenda. Motion approved 3 for – McDermed and Shutt abstained.

3) Old Business

a) Lease Agreement

A motion was made by McDermed and seconded by Phillips to enter into a one year lease agreement beginning April 1, 2016 with the City of Odessa to continue to house EMS services for \$1,000 per month rent. The City will pay 100% of City of Odessa utilities and the Fire District will pay 100% of Missouri Gas Energy and Comcast utilities.

Motion approved 5-0

Agenda was amended to allow John Gillum to present the 2015 audit at this time

4) 2015 Audit (Gillum & Gillum)

John Gillum presented the 2015 audit.

A motion to approve and accept the audit as submitted was made by Magruder and seconded by Phillips.

Motion passed 5-0

Old Business Continued

b) Nepotism Policy

A motion was made by McDermed and seconded by Shutt to adopt the proposed policy titled *Nepotism: Work Assignments Relatives*

LEASE AGREEMENT

This lease (the "Lease") is entered into this 1st day of April, 2016, by and between The Odessa Fire and Rescue Protection District, hereinafter referred to as "Landlord" or "District", and The City of Odessa, Missouri, hereinafter referred to as "Tenant" or "City". It shall commence as determined in Article 2 of this Lease.

Article 1 PROPERTY LEASED

Landlord hereby leases to Tenant, and warrants that it has authority to lease the real property described herein; and Tenant hereby leases from the Landlord said real property located at: 301 W. Dryden, Odessa, Missouri, hereinafter referred to as the "premises" or "station."

Article 2 COMMENCEMENT, TERM OF LEASE AND DELIVERY OF POSSESSION

The term of this Lease, subject to the conditions set out herein, shall be for an initial term of one (1) year, commencing on April 1, 2016, and ending on March 31, 2017.

Upon completion of six (6) consecutive months in compliance with the terms of this Agreement, and without default, Tenant may terminate Lease upon sixty (60) days written notice to Landlord.

Landlord covenants and agrees to deliver possession of the leased premises on or before the date of commencement of the term of this Lease.

Article 3 RENTAL

Commencing on the date of commencement of the term of this Lease as provided in Article 2, Tenant shall pay to Landlord for the premises a basic annual rental of \$12,000.00, payable by Tenant in twelve (12) equal monthly installments of \$1,000.00, payable in advance on or before the first day of each and every month during the term of this Lease.

Rent to be paid to Landlord at such location as shall be designated by Landlord in writing.

Article 4 USE OF PREMISES

Tenant may use and occupy the Leased Premises, maintaining and conducting therein the City of Odessa Emergency Medical Service, staffed by employees of Tenant, for the purposes connected with or incident to the business of Tenant.

Tenant may have full, non-exclusive use of common areas, with exclusive use of such other areas as designated by Landlord, to include bunk areas and necessary storage areas for supplies.

Article 5
QUIET ENJOYMENT

Landlord covenants that Landlord has full right and authority to lease the Leased Premises to Tenant, and that Landlord, so long as Tenant pays the rent and performs its obligations provided herein, will warrant and defend Tenant in the quiet and peaceable possession and enjoyment of Leased Premises during the term of this Lease, and any renewal terms hereof, as against all persons whomsoever.

Landlord also warrants that the premises may be used by Tenant for the purposes intended as set out in Article 4 hereof.

Article 6
COMPLIANCE WITH LAWS

Landlord covenants that Landlord will comply with all laws, regulations, statutes and ordinances which govern the use of these premises by Tenant and that Landlord will take all appropriate action under such laws, regulations, statutes and ordinances to insure occupancy of the premises by Tenant, and in the event Tenant under such laws, regulations, statutes and ordinances must take action to obtain a permit to occupy the premises Landlord covenants it will cooperate fully with Tenant to comply with such laws, regulations, statutes and ordinances.

Article 7
CONDITION OF PREMISES

Landlord covenants and agrees at the time the premises are made available to Tenant for occupancy the premises will be in a usable state or condition so that Tenant may use the premises for the purpose intended under Article 4 hereof; this includes having the premises clean and prepared for use by Tenant.

No security deposit shall be required of Tenant, but Tenant agrees that when presented with costs for reasonable repairs for damages caused by Tenant, Tenant's employees, or agents, tenant shall reimburse such expenses within thirty (30) days.

Article 8
NOTICES

All notices or demands required to be given by one party hereto to the other shall be in writing and shall only be effective if delivered in person or mailed by certified or registered United States Mail,

To LANDLORD at: Odessa Fire and Rescue Protection District
 301 W. Dryden
 Odessa, MO, 64076

To TENANT at: City of Odessa
 125 S. 2nd Street
 Odessa, MO 64076

or such other addresses as either party designates by notice, as provided in this Article 8, to the other party at any time.

All notices shall be effective upon being deposited in the mail in the manner above required; however, the time period in which a response to any notice must be given shall commence to run from the date of receipt by the addressee thereof as shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

Tenant or Landlord may give telegraphic or electronic notice of the exercise of any option or of the need for emergency repairs.

Article 9 TAXES

Landlord will pay, when due, all ad valorem taxes, charges and assessments against the property, or any part thereof, in which the Leased Premises are located; and if Landlord shall fail to pay any such taxes, charges or assessments, Tenant may, at its option, pay same, or any part thereof, together with interest, penalties and any other charges, and deduct any and all amounts so paid from any rental due or to become due hereunder, and if such rental shall not be sufficient to fully care for the amounts so paid out by Tenant, Landlord shall promptly reimburse Tenant with such additional amount as is necessary. If at the termination of this Lease such amount as paid shall not have been entirely reimbursed, then the Landlord shall be obligated to the Tenant for any balance remaining unpaid.

Article 10 MAINTENANCE BY LANDLORD

Landlord shall provide and maintain the exterior of said premises and grounds, the entire Leased Premises including, but not by way of limitation, snow removal and lawn care, all electrical, plumbing, elevator cars and machinery, heating, cooling and other building facilities and equipment, all entrances, stairways, passageways, and exits, so that at all times the Leased Premises will be in a good tenantable and safe condition for the use of all employees, patrons, agents and invitees of Tenant.

Landlord further agrees to make, at Landlord's own expense, all changes and additions to the Leased Premises required by reason of any laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities.

Article 11 SERVICES AND UTILITIES

The Tenant shall maintain and provide electric, water, sewage and trash service and will keep all utilities and service accounts up-to-date. Landlord agrees to allow access to utility providers for this purpose.

Tenant shall be responsible for the payment of utilities as follows: Tenant shall pay

100% of utility costs for all City owned/managed utilities; 100% of trash collection; 100% of electricity; 100% of sewer; and 100% of water.

Landlord shall pay 100% of internet costs; 100% of cable/satellite television costs; and 100% of natural gas costs for the term of this agreement.

Each party shall be responsible for their own costs associated with establishing and maintaining telephone service. Landlord agrees to allow access to telephone providers as required for Tenant to establish and maintain telephone service.

Failure of Tenant to comply with this Article shall constitute a default in the performance of this agreement, subject to the provisions of Article 12 herein.

Article 12 DEFAULT

A. In the event Tenant shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Tenant of written notice thereof given by Landlord, its agent or attorney, then Landlord, at its option, may declare the term of this Lease ended, and may re-enter upon the Leased Premises either with or without process of law and remove all persons therefrom; provided, however, that if any such default be of such a nature as to require more than thirty (30) days to cure, and Tenant undertakes a good faith effort to cure said default upon written notice from Landlord, then in said event this Lease shall not be subject to the provisions of this Article 12.

B. In the event Landlord shall default in the performance of any covenant or agreement herein contained other than those services required to be furnished by Landlord in accordance with Article 12 hereof, and such default shall continue for thirty (30) days after receipt by Landlord of written notice thereof given by Tenant, its agent or attorney, then no rent shall be paid or become payable under this Lease for such time as such default shall continue after the expiration of said thirty (30) days, and Tenant, at its option, may declare the term of this Lease ended, vacate the Leased Premises and be thereby relieved from all further obligations under this Lease. The performance of each and every agreement therein contained on the part of the Landlord shall be a condition precedent to the right of Landlord to collect rent hereunder or to enforce this Lease against Tenant.

C. In the event either party is forced to seek legal remedy for a default in performance of this agreement, that party shall have available all remedies under the law, to include fines, penalties, and reasonable attorney's fees incurred in the enforcement of this Lease.

Article 13 HOLDING OVER

No holdover tenancy will be allowed. If Tenant holds over or remains in possession of the Leased Premises after expiration of the initial term of this Lease or any renewal term hereof, without any new lease or renewal agreement of said premises being entered into between the parties hereto, Landlord may exercise all remedies available to regain possession of the Premises, and all available remedies to recoup monies owed to Landlord.

Article 14

SURRENDER OF PREMISES

Upon the expiration of this Lease, Tenant shall surrender the Leased Premises to Landlord, as said premises are then arranged, in as good order and condition as when first occupied by Tenant, damage by fire, the elements, structural defects and loss from other casualty not caused by the negligence of Tenant, its agent, servants and employees and ordinary wear and tear excepted. Landlord's claims regarding surrender of the premises shall be limited to within thirty (30) days from the expiration of the Lease.

Article 15 RENEWAL OPTIONS

Upon the expiration of the initial term of this Lease, Parties may, upon agreement, extend or renew this Lease for an additional term of one (1) year. **Tenant shall give written notice of intent to extend or renew to Landlord at least sixty (60) days prior to the expiration of the initial term of this Lease.** Said additional term shall be on such terms and conditions as agreed to by the Parties at the time. Failure of the Parties to reach agreement prior to the expiration of the initial term of this Lease shall result in the natural expiration and termination of this agreement.

Article 16 ASSIGNMENT AND SUBLEASING

Tenant shall not assign this lease or sublet the premises.

Article 17 CASUALTY DAMAGE

In case the premises or any portion thereof hereby leased shall be destroyed or so damaged by fire, or so injured by the elements, or by any other cause, as in the judgment of Tenant to render the same untenable and unfit for occupancy, Tenant shall not be liable or bound to pay rent on any such portion thereof; and, accordingly, the rent shall abate in an amount equal to a percentage of the total rent as it bears to the ratio of the square footage of the damaged or destroyed area to the total square footage of the rented area after such destruction or damage; or Tenant may thereupon, at its option, quit and surrender possession of the premises, but may, however, if it so elects, upon completion of repairs and restoration of said premises, reoccupy the same upon the same terms and conditions herein set forth, the payment of rent to be commenced from the date of such reoccupation. In case of destruction or damage or injury to said premises so that Tenant quits and surrenders possession thereof, as outlined above, Landlord shall promptly refund to Tenant any rent which Tenant may have paid to Landlord in advance, namely, rent for any period subsequent to the surrender of the premises by Tenant. Landlord agrees to repair and render the premises fit for reoccupation by Tenant within ninety (90) days.

Article 18 CASUALTY AND LIABILITY INSURANCE

Landlord shall (1) keep the building insured during the terms of this Lease (in an amount not less than 80 percent of the fair market value of the building) against losses or damages by fire, lightning, windstorm, hail, explosion, riot and civil commotion, aircraft and vehicles, smoke, and other available extended coverages; and (2) maintain comprehensive general public liability insurance against claims for bodily injury, death and property damage occurring in the premises or in or about the building of which the premises are a part. Tenant shall maintain a general

liability policy covering against claims resulting from the actions of Tenant through the course and scope of Tenant's operations, and the negligent acts or omissions of Tenant, its employees, agents.

Article 19
SUBROGATION

Landlord agrees that if any of the buildings or improvements containing the premises are damaged or destroyed by an insured peril, Tenant shall have no liabilities to Landlord nor to any insurer of the Landlord for such damage or destruction. Landlord shall require all insurance policies carried by it upon the building or buildings (or any parts thereof) containing the premises to be endorsed with a provision by which the insurer waives its right of subrogation against Tenant.

Article 20
INDEMNIFICATION OF LANDLORD

Tenant agrees to indemnify and hold Landlord harmless from any and all loss, damage and expense including attorney fees and court costs occasioned by or arising out of claims for injury to persons or damage to property in, upon or about the Leased Premises caused by or contributed to by the willful or negligent acts or omissions of Tenant, and to defend on behalf of Landlord any suit brought against Landlord for any such loss or injury.

Article 21
INDEMNIFICATION OF TENANT

Landlord agrees to indemnify and hold Tenant harmless from any and all loss, damage and expense including attorney fees and court costs occasioned by or arising out of claims for injury to persons or damage to property in, upon or about the Leased Premises caused by or contributed to by the willful or negligent acts or omission of Landlord or any person acting for or on Landlord's behalf, and to defend on behalf of Tenant any suit brought against Tenant for any such loss or injury.

Article 22
NONEXCLUSIVE REMEDIES

No remedy herein conferred upon or reserved to Landlord or to Tenant is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Article 23
MISCELLANEOUS

Counterparts. This Lease may be executed in two or more counterparts, each of which shall deem to be an original, but all of which together shall constitute one and the same instrument.

Governing Law. This Lease shall be governed by and construed pursuant to the laws of the State of Missouri.

Joint and Several. If either Landlord or Tenant constitutes more than one person,

partnership, corporation, or other legal entities, the obligation of all such entities under this Lease is joint and several.

Severability. If any article, paragraph, clause or provision of this Lease is judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining articles, paragraphs, clauses or provisions hereof, the intention being that the various articles, paragraphs, clauses or provisions hereof are severable.

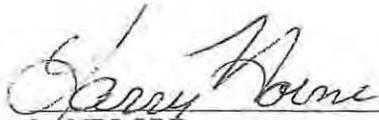
Paragraph Headings and Article Numbers. The paragraph headings and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections or articles nor in any way affect this Lease.

Complete Agreement. This Lease sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements and understandings relating to this subject matter, and may not be changed except in writing by the parties. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Lease.

Article 24 CONSENT

Whenever Landlord's consent is required, it shall not be unreasonably withheld. In the event Tenant requests Landlord's consent and Landlord shall fail to respond within fifteen (15) working days from the receipt of such request from Tenant, Landlord's consent shall be deemed to have been provided.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.



LANDLORD

Odessa Fire and Rescue Protection District

TENANT

City of Odessa