



**BOARD OF ALDERMAN
REGULAR AGENDA
Monday, October 24, 2022
7:00 p.m.
Community Building
601 W Main Street
Odessa, MO 64076**

Please click the link below to join the webinar:

[Zoom Meeting](#)

Passcode: 178394

In addition, the meeting will be viewable on the City of Odessa, Missouri Government Facebook page

 [@odessamissouri](#)

CALL TO ORDER

Mayor Stephen Wright

PLEDGE OF ALLEGIANCE

Mayor Stephen Wright

ROLL CALL

City Clerk Karen Findora

WELCOME TO VISITORS

Mayor Stephen Wright

CONSENT AGENDA

All matters under the Consent Agenda, are Considered to be routine by the Aldermen and will be enacted by one motion with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the Aldermen.

Approval of Minutes

- October 10, 2022 – Regular Session

MAYOR'S REPORT

ALDERMEN REPORTS

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

Special Event Application
Downtown Lighting Ceremony

Downtown Lighting Ceremony – Odessa Chamber of Commerce
1st Request: Street Closure, Mason St. from 2nd St. to Alley on both sides from 4:00 p.m. – 9:00 p.m.
2nd Request: Street Closure, 2nd St. from 6:20 p.m. – 7:15 p.m. for parade
Date: Monday, November 21, 2022 from 4:00 p.m. – 9:00 p.m.
Submitted by: Kelsey Legate, President, Chamber of Commerce

Resolution No. 2022-26
MJMEUC – Appointment of Director & Alt. Director

Proposed Resolution appointing a Director and Alternate Director to the Missouri Joint Municipal Electric Utility Commission.
Shawna Davis, Interim City Administrator

Resolution No. 2022-27
MPR Bylaws – Appointment of Member Representative

Proposed Resolution appointing the City Clerk as a Member Representative of Midwest Public Risk.
Karen Findora, City Clerk

Resolution No. 2022-28
Flock Safety

Proposed Resolution approving the service agreement with Flock Safety to purchase a License Plate Reader.
Leland Liese, Asst. Police Chief

Bill No. 2022-22
1st Reading & 2nd Reading
Re-Plat

Introduction and reading of Bill No. 2022-22 proposed Ordinance approving a Replat of Jennings 4th Addition, Phase II, Replat of Lot 69.
Shawna Davis, Interim City Administrator

Next Scheduled Meeting

Regular Session
Monday, November 14, 2022 at 7:00 p.m.

Adjourn to Closed Session

Pursuant to RSMO 610.021 (1) Legal actions, causes of action, litigation, or confidential attorney/client communication
Pursuant to RSMO 610.021 (2) Real Estate Negotiations
Pursuant to RSMO 610.021 (3) Personnel
Pursuant to RSMO 610.021 (12) Bids & Contracts

Adjourn

Upcoming Municipal Schedule:

October 25, 2022 – Parks Board – 7:00 p.m. @ Community Bldg.
November 8, 2022 – Election Day – Please VOTE!
November 11, 2022 – Veterans Day – City Hall Closed
November 14, 2022 – Board of Alderman Regular Session – 7:00 p.m. @ Community Bldg.
November 15, 2022 – Municipal Court – 1:30 p.m. @ Community Bldg.
November 17, 2022 – Planning & Zoning Commission – 7:00 p.m. @ Community Bldg.
November 22, 2022 – Parks Board – 7:00 p.m. @ Community Bldg.
November 24 & 25, 2022 – Thanksgiving – City Hall Closed
November 28, 2022 – Board of Alderman Regular Session – 7:00 p.m. @ Community Bldg.

Upcoming Community Schedule:

Third Friday each month, [Country Gospel Jubilee](#) – 6:00 p.m. @ Community Bldg.
October 29, 2022 – [Downtown Trick-or-Treat](#) – 5:00 p.m. @ Downtown Odessa
November 12, 2022 – [Odessa Outreach Turkey Bingo](#) – 6:00 p.m. @ Odessa Community Building

ELECTED OFFICIALS

	Mayor Stephen Wright	steve.wright@cityofodessamo.com
Ward 1	Aldерwoman Mickey Starr	mickey.starr@cityofodessa.com
Ward 1	Alderman Steve Lockhart	steve.lockhart@cityofodessamo.com
Ward 2	Aldерwoman Donna Ehlerl	donna.ehlerl@cityofodessamo.com
Ward 2	Alderman Bryan Barner	bryan.barner@cityofodessamo.com
Ward 3	Alderman Mike Stevens	mike.stevens@cityofodessamo.com
Ward 3	Alderman Shawn Cramer	shawn.cramer@cityofodessamo.com

Posted October 21, 2022
City Hall & City Website
Emailed to The Odessan

Karen Findora, City Clerk
PO Box 128 · 125 S Second · Odessa, MO 64076
[Email](mailto:) | Phone: (816) 230-5577 | Fax: (816) 633-4985 | www.cityofodessa.com

City of Odessa, Missouri
Board of Aldermen
Odessa Community Building | 601 W. Main Street
Regular Meeting ~ October 10, 2022 | 7:00 p.m.
Meeting Minutes

CALL TO ORDER / PLEDGE OF ALLEGIANCE

Mayor Stephen Wright called the meeting to order at 7:00 p.m., and led in the pledge of allegiance.

ROLL CALL

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

Mayor Stephen Wright	Present	Alderman Steve Lockhart	Present
Alderman Mike Stevens	Present	Alderwoman Donna Ehlert	Present
Alderman Bryan Barner	Present	Alderwoman Mickey Starr	Absent
Alderman Shawn Cramer	Present		

OTHERS IN ATTENDANCE

Nici Wilson – City Administrator, Shawna Davis – Assistant City Administrator, Karen Findora – City Clerk, Josh Thompson – Chief of Police, Darrin Lamb, Streets – Kenny Snider - Wastewater, Troy Woutzke – Electric, Christi Dickey – Community Development Coordinator, Michelle Hall – Utility Billing Clerk, Kate Collins – City Collector, Arron Whited – Electric Dept., Joe Lauber – Lauber Municipal Law, LLC

PUBLIC IN ATTENDANCE

Hannah Spaar – Odessan

APPROVAL OF CONSENT AGENDA

Approval of minutes

- September 26, 2022 – Regular Session

Motion was made by Alderman Stevens, seconded by Alderman Barner, to approve the September 26, 2022 regular meeting minutes.

MAYOR’S REPORT “PROCLAMATION”

Mayor Wright read a Proclamation for Nicole Wilson, City Administrator, in recognition of her many achievements with the City of Odessa.

Mayor Wright invited the public to attend the Odessa R-VII Marching Band Invitational.

ALDERMEN REPORTS

The Board thanked Nici Wilson, City Administrator for her service and dedication to the City of Odessa. They also thanked the Elec. Department for their work in Orlando, FL for Hurricane Ian, and the Streets Department for getting the 2022 Street Overlay completed

ahead of schedule. The Board thanked the Police Dept. for posting the radar signs around the city to help curb speeding.

- Alderman Barner
- Alderman Lockhart
- Alderwoman Ehlert
- Alderman Cramer
- Alderman Stevens
- Alderwoman Starr – Absent

PUBLIC HEARING

None.

PUBLIC COMMENTS

None.

OLD BUSINESS

None

NEW BUSINESS

Special Event Application: Boot Block – Helping Hands

Helping Hands of Odessa is requesting to stand at the 4-Way Stop to raise funds for the Christmas Store. The event will take place on Saturday, December 3, 2022 from 8:00 a.m. – Noon.

Motion was made by Alderwoman Ehlert, to approve a Special Event Permit for Helping Hands to hold a boot block to raise funds for the Christmas Store, seconded by Alderman Cramer.

Motion carried 5-0.

Bill No. 2022-21 (1st reading) – Annexation / MoDOT State Maintenance Facility

Mayor Wright read the proposed Ordinance annexing MoDOT State Maintenance Facility.

Motion was made by Alderman Cramer, to approve Bill No. 2022-21 first reading, seconded by Alderman Stevens.

Motion carried 4-1.

Discussion: Alderman Lockhart questioned where the lines would run and where the city limits are in that location. Mayor Wright stated that the Board had seen a plan on this project in the past. Alderman Stevens stated that the Board saw an engineering design from Allstate in 2021 to engineer the line coming from the Hughs Road to the top of the hill to connect to the MoDOT maintenance facility's line. MoDOT will have to place and pay for lines from their location to the top of the hill.

Nici Wilson, City Administrator stated that the City used the engineering report to apply for ARPA Funds to complete the project. The Missouri ARPA grant funding awards will

be announced October 12th. In order for MoDOT to connect to city sewer they would have to Annex into the city limits. MoDot is contiguous to the city limits.

Bill No. 2022-21 (2nd reading) – Annexation / MoDOT State Maintenance Facility

Mayor Wright read the proposed Ordinance annexing MoDOT State Maintenance Facility.

Motion was made by Alderwoman Ehlert, to approve second reading of Bill No. 2022-21, seconded by Alderman Stevens.

Roll call vote as follows:

Alderman Cramer	yes	Alderwoman Ehlert	yes
Alderman Lockhart	No	Alderman Stevens	yes
Alderwoman Starr	Absent	Alderman Barner	yes

Motion carried 4-1.

Bill No. 2022-21 became **Ordinance No. 3080**

Next Scheduled Meeting: Monday, October 24, 2022 at 7:00 p.m.

Adjourn

There being no further business to come before the Board of Alderman a motion was made by Alderman Barner, seconded by Alderwoman Ehlert, to adjourn the meeting at 7:40 p.m.

Motion carried 5-0.

Approved:

CITY OF ODESSA

Stephen L. Wright, Mayor

ATTEST

Karen Findora, City Clerk



Special Event Permit Application

125 S. 2nd St. Odessa, MO 64076
(816) 230-5577 ~ Fax (816) 633-4985
Karen.findora@cityofodessamo.com

Application must be completed in full and turned into City Hall no less than 4- weeks prior to date of event.

Name of Event: _____

Type of Event: _____

Date of Event: _____ Set up time: _____ Tear down time: _____

Location of Event: _____

Street Closure: _____

Time of Street Closure: From: _____ To: _____

Have all addresses affected by the street closure been contacted: Yes ___ No ___

Police Dept. Assistance: Yes ___ No ___

Applicant's Name: _____ Phone: _____

Email: _____

Address: _____ City _____ State _____ Zip Code _____

Organization's Name: _____ Phone: _____

Address: _____ City _____ State _____ Zip Code _____

Event's On-Site Coordinator: _____ Phone: _____

Additional Consideration:

*Any events that will include the sale of liquor will be required additional licensing in accordance with the City of Odessa and the [State of Missouri Liquor regulations](#).

Permit Received By: Karen Findora Date: 10/13/2022
City Clerk

Approved / Date: _____ Denied / Date: _____

Shawna Davis, Interim City Administrator

Stephen L. Wright, Mayor



2022 Board of Directors

President

Kelsey Legate

Local Living Real Estate

Vice President

Harley Amos Todd

Heritage Realty

Treasurer

Candy Hall

Bank of Odessa

Secretary

Shelby Varner

SERC Physical Therapy

Cathy Thompson

Central Bank

Brenda Oliver

Heritage Realty

Candice Stevenson

Central Bank

Johnna Dean

Level Up KC

Kim Rider

Thad Madsen/State Farm Ins.

Thad Madsen

State Farm Ins.

Shawna Davis

City of Odessa

Roger Feagan

Odessa R-7 School District

Request for Street Closure

November 21, 2022

City of Odessa

PO Box 200

Odessa, MO 64076

Dear City of Odessa:

As the Odessa Chamber of Commerce President, I would like the City of Odessa to consider the Chamber of Commerce's request that **Mason Street from 2nd St. to the alley on both sides be closed from 4 pm to 9 pm on Monday, November 21, 2022.** We would also like to request closure of **2nd Street from 6:20-7:15 p.m.** (or until the streets are cleared of the parade participants) for the parade featuring our Odessa School students, local businesses, and hard-working organizations.

The proposed event schedule is as follows:

Opening Prayer-6:30 pm

Welcome-6:35 pm

Flip the Switch - 7 pm

Parade-7 pm

Choirs (OUE, OMS, OHS – directly after parade

Santa sits on Sleigh

Any additional information can be obtained by calling 816-633-4044.

Sincerely,

Kelsey Legate

President

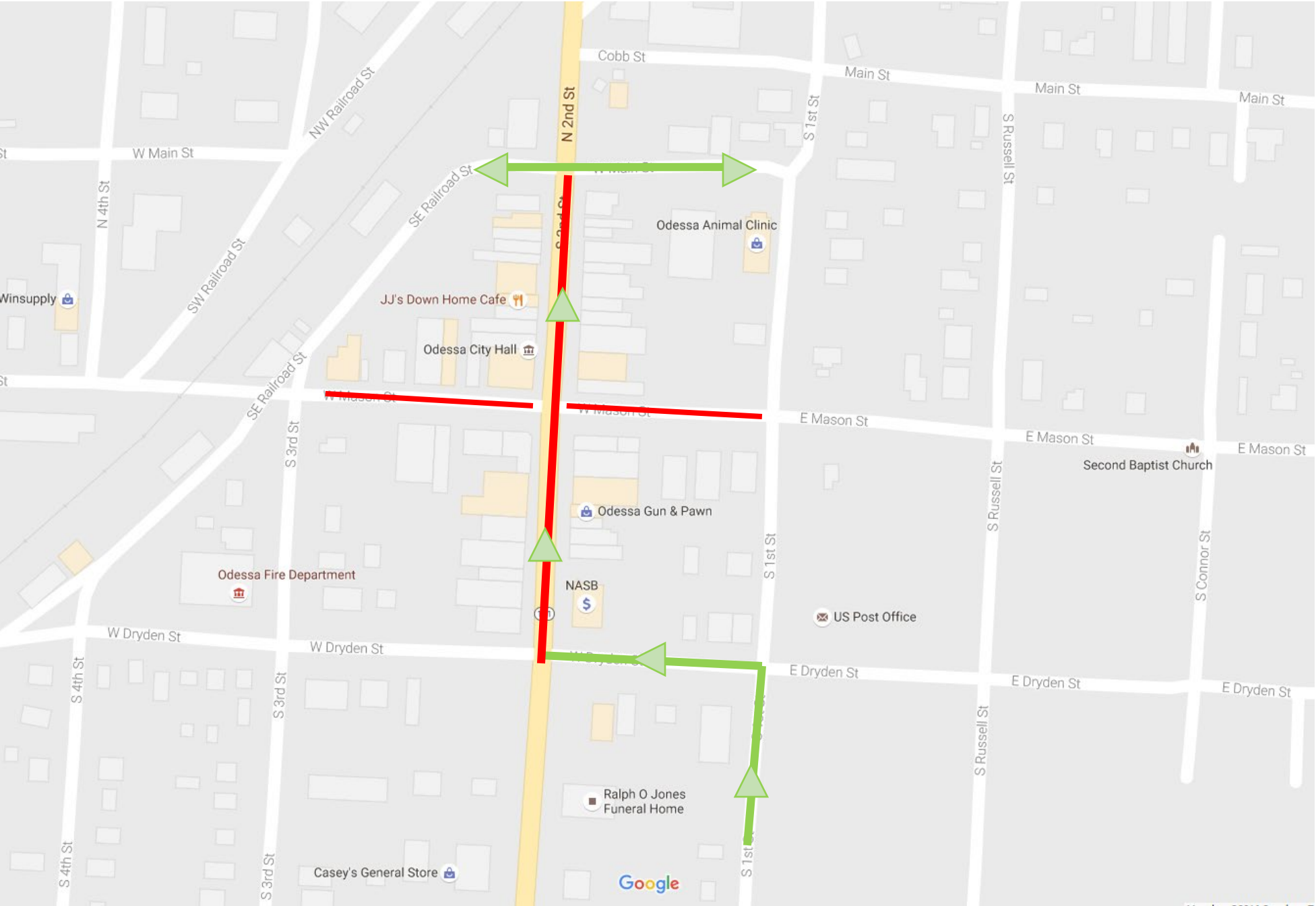
Odessa Chamber of Commerce

PO Box 200

Odessa, MO 64076

Enclosures (1)

2022 Chamber of Commerce Downtown Lighting Ceremony Street Closure Request Map



— Closure for Pre-lighting and parade festivities

— Closure for Parade Route



HOSTED BY ODESSA CHAMBER OF
COMMERCE AND CITY OF ODESSA

Downtown Lighting Ceremony

ORDER OF EVENTS

FLIPPING THE SWITCH
CHRISTMAS PARADE
CHOIR PERFORMANCES
VISIT WITH SANTA

November 21, 2022 | 6:30 pm

HOT CHOCOLATE PROVIDED BY ODESSA OPTIMIST
POPCORN PROVIDED BY CHURCH OF CHRIST





BOARD OF ALDERMEN ACTION REPORT

ISSUE: The Missouri Electric Commission has requested an updated Resolution be approved and submitted for the Director and Alternate Director positions.

ACTION REQUESTED: Motion/Second to approve Resolution No. 2022-26, appointing the City Administrator as Director, and the Electric Superintendent as Alternate Director to the Missouri Joint Municipal Electric Utility Commission.

BACKGROUND:

On February 10, 2020, Resolution No. 2020-03 appointing Nici Wilson as Director, and Troy Woutzke as Alternate Director for the Missouri Joint Municipal Electric Utility Commission was approved by the Mayor and Board of Aldermen.

The Missouri Joint Municipal Electric Utility Commission and City of Odessa joint contract provides that contracting municipalities shall appoint by Resolution, one Director and alternate. To allow for smooth transitions between change in positions, it is recommended to appoint these positions by title rather than employee name.

Staff is asking the Board to approve the City Administrator as Director, and the Electric Superintendent, as Alternate Director of the Missouri Joint Municipal Electric Utility Commission.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS: Resolution No. 2022-26

PREPARED BY: Karen Findora
Karen Findora, City Clerk

DATED: October 24, 2022



RESOLUTION NO. 2022-26

**A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, APPOINTING A DIRECTOR
AND AN ALTERNATE DIRECTOR TO THE MISSOURI JOINT MUNICIPAL ELECTRIC
UTILITY COMMISSION
DBA: MISSOURI ELECTRIC COMMISSION**

WHEREAS, the City of Odessa, Missouri is a member of the Missouri Joint Municipal Electric Utility Commission, doing business as Missouri Electric Commission and has executed the MJMEUC Joint Contract; and

WHEREAS, the MJMEUC Joint Contract, Paragraph 7 (c) "Board of Directors, Appointment" provides that Contracting Municipalities shall appoint by Resolution one Director and one Alternate; and

WHEREAS, the Mayor and Board of Alderman of the City of Odessa Missouri, wishes to appoint a Director and Alternate Director; and

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

SECTION 1. That the Mayor and the Board of Aldermen here by appoints the City Administrator, as Director, and the Electric Superintendent, as Alternate Director, to the Missouri Joint Municipal Electric Utility Commission.

APPROVED AND PASSED by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 24th day of October, 2022.

(SEAL)

Stephen L. Wright, Mayor

ATTEST:

Karen Findora, City Clerk



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Designation of a Midwest Public Risk Member Representative for the City of Odessa.

ACTION REQUESTED: Motion/Second to approve Resolution No. 2022-27, appointing the City Clerk as the MPR designated Member Representative for the City of Odessa.

BACKGROUND:

As a member of Midwest Public Risk (MPR), the City has shared in the benefits of membership in the public entity risk pool for various insurance products such as worker's compensation, property, liability, health and dental insurance, etc. The benefits of an active loss control program, employee training, shared resources and active participation in the changes and development of effective insurance products have also been realized.

Nici Wilson, City Administrator was appointed MPR designated Member Representative. Since Ms. Wilson's departure from the City of Odessa, on October 13, 2022, the need arised to appoint a new member representative.

The City is requesting that the Mayor and the Board of Aldermen appoint the City Clerk as the designated Member Representative for MPR and authorizes the City Clerk to sign and accept the Agreement and Execution of the Bylaws.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS: Resolution No. 2022-27

PREPARED BY: Karen Findora
Karen Findora, City Clerk

DATED: October 24, 2022



RESOLUTION NO. 2022-27

A RESOLUTION OF THE CITY OF ODESSA, MISSOURI, APPOINTING THE CITY CLERK AS THE MEMBER REPRESENTATIVE FOR MIDWEST PUBLIC RISK

WHEREAS, the City of Odessa, Missouri is currently insured by Midwest Public Risk of Missouri; and

WHEREAS, Midwest Public Risk of Missouri has Bylaws for its membership; and

WHEREAS, Midwest Public Risk requires its members to designate a Member Representative for its city; and

WHEREAS, the Mayor and Board of Aldermen of the City of Odessa, Missouri, wishes to appoint the City Clerk as Midwest Public Risk Member Representative for the City of Odessa, Missouri; and

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

SECTION 1. That the Mayor and the Board of Aldermen here by appoints the City Clerk, as Midwest Public Risk designated Member Representative for the City of Odessa, Missouri and authorized to sign and accept the Agreement of Execution.

SECTION 2. That this resolution shall be in full force and in effect from and after its passage and approval.

APPROVED AND PASSED by the Board of Aldermen and approved by the Mayor of the City of Odessa, Missouri, this 24th day of October, 2022.

(SEAL)

Stephen L. Wright, Mayor

ATTEST:

Karen Findora, City Clerk

Midwest Public Risk of Missouri BYLAWS



MEMBER OWNED | MEMBER FOCUSED

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MIDWEST PUBLIC RISK OF MISSOURI

BYLAWS

Date of Adoption: _____

Effective Date: July 1, 2016

WHEREAS, it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of loss control and risk management, and to provide risk services and risk coverages and other programs which are designed to meet the unique needs of governmental entities; and

WHEREAS, RSMo. Section 537.620, as amended, authorizes three or more Missouri political subdivisions to form a not for profit business entity to provide liability and all other risk coverages for its members; and

WHEREAS, RSMo. Section 537.620 further authorizes qualifying governmental entities in Missouri and any other state to join such entity; and

WHEREAS, all of the governmental entities which are party to these Bylaws desire to become members of Midwest Public Risk of Missouri ("MPR Missouri") and intend that these Bylaws shall constitute a contract among them;

NOW THEREFORE, in consideration of the mutual advantages to be derived herefrom and by the execution of these Bylaws as a contract, all of the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings:

"Act" shall mean RSMo. Chapter 355, the Missouri Nonprofit Corporation Act.

"Contribution(s)" shall mean any payment required by MPR Missouri to be paid for the receipt by a Member of any MPR Missouri Program or Service, or to satisfy any other Member obligations under these Bylaws.

"Coverage Document(s)" shall mean the written documents approved by MPR Missouri and which are either issued by MPR Missouri or purchased through commercial insurance companies, which set forth the terms and conditions of any Program.

"Interlocal Agreement" shall mean an agreement between MPR Missouri and one or more of (1) a State, (2) another association or entity that operates as a self-insured association of governmental entities, or (3) any governmental entity authorized by the statutes or applicable laws

of the state in which it is located. An Interlocal Agreement must be entered for purposes of (1) establishing or maintaining MPR Missouri's program of loss control and risk management; or (2) providing risk services, risk coverages (including employee benefits and property/liability) or other services to MPR Missouri Members.

"Member(s)" shall mean any governmental entity which is authorized by the statutes or other applicable law of the State of Missouri to enter into contracts or other arrangements for the purpose of pooling resources for liability and other risk coverages and related services and which qualifies as a political subdivision, public governmental body, or quasi-public governmental body as specified in RSMo. Section 537.620. The constituent individual participants in any Member entity whose purpose or function is to administer or sponsor such participants as a collective body shall not be deemed to be Members of MPR Missouri, and only such administering or sponsoring Member entity shall be entitled to single Member status upon such terms and conditions as the Board of Directors shall determine.

"Member Representative(s)" shall mean the individual, who shall be either an elected official or a full-time employee of a Member, who has been duly appointed by a Member to represent the Member's interest in MPR Missouri and to carry out the obligations of a Member Representative under these Bylaws.

"Nominating Committee" shall have the meaning set forth in Section 6.6 hereof.

"Policy(ies) or Procedure(s)" shall mean any rules or guidelines which may be promulgated from time to time by the MPR Missouri Board of Directors or President/CEO which are not Coverage Documents and which shall be necessary to carry out the purposes of MPR Missouri.

"Program(s)" shall mean any coverages which are provided through MPR Missouri to its Members from time to time including, but not limited to, property and liability, workers' compensation, and employee benefits.

"Resolution(s)" shall mean any ordinance, resolution or other edict or means by which the governing body of a Member takes official action on behalf of, or takes official action which is intended to be binding upon, the Member.

"Service(s)" shall mean those services which are provided through MPR Missouri to its Members from time to time which are not Programs and which include, but shall not be limited to, loss control, risk management, administration, claims adjusting, legal defense, and education.

ARTICLE 2

NAME; PRINCIPAL OFFICE

Section 2.1 Name; Principal Office

The not for profit business entity that has heretofore been organized and operated as MARCIT shall hereafter be named Midwest Public Risk of Missouri ("MPR Missouri").

The Board of Directors shall establish, at a location within the State of Missouri, MPR Missouri's principal office.

ARTICLE 3 INTENT; NOT BUSINESS OF INSURANCE

Section 3.1 Intent

It is the intent of the Members that MPR Missouri shall provide comprehensive and cooperative Programs and Services to its Members and that the Members shall pay for the costs and other obligations of MPR Missouri through Contributions and the utilization of deductibles, retentions, purchase of reinsurance, excess insurance, insurance, or other provisions for the payment of Member losses and expenses.

Section 3.2 Not Business Of Insurance

The provision of Programs and Services by MPR Missouri to its Members is not, and shall not be deemed to constitute, the transaction of an insurance business, and MPR Missouri is not, and shall not be deemed to be, an insurance company or insurer under the laws of any state.

Section 3.3 Not-for-Profit Organization

MPR Missouri shall be organized and operated as a not-for-profit corporation under Missouri law. No part of MPR Missouri's assets or net income shall inure to the benefit of any individual including any director, officer, employee, or Member, except as may be authorized in these Bylaws and allowed by law; provided, however, that MPR Missouri shall be authorized to pay all expenses incurred in furtherance of the purposes set forth in these Bylaws, including reimbursement to directors, officers, employees, Members or others acting on behalf of MPR Missouri.

ARTICLE 4 MPR MISSOURI POWERS

Section 4.1 MPR Missouri Powers

MPR Missouri shall have the following powers to carry out the purposes set forth in these Bylaws:

(a) to establish and implement educational, technical assistance and other activities relating to risk management and loss control;

(b) to establish reasonable and necessary loss control policies, procedures and programs to be followed by Members;

(c) to establish underwriting and claims adjusting standards and procedures; such services may be performed by MPR Missouri staff or MPR Missouri may contract with others for such services, including legal defense;

(d) to retain staff, agents and independent contractors and to provide for an employee benefits program for MPR Missouri employees;

(e) to acquire, lease, hold or dispose of real or personal property;

(f) to invest funds as authorized by law;

(g) to collect and administer funds as needed and, within prudent reserving and actuarial standards, to set aside sufficient cash reserves for the payment of claims and expenses;

(h) to establish rules for the calculation and payment of Contributions by Members or Member employees, including penalties for late payments;

(i) to assume, cede and sell risk;

(j) to sue and be sued;

(k) to enter into contracts, including, but not limited to contracts with state pools located in other states which assist MPR Missouri in carrying out its powers hereunder;

(l) to establish rules for the reimbursement of members of the Board of Directors, officers, committee members and others for reasonable and necessary expenses while tending to official business on behalf of MPR Missouri;

(m) to determine deductible and retention levels of the self-funded program and the amount of risk to be retained by MPR Missouri or Members and the amount of risk to be transferred to others;

(n) to borrow money or issue bonds or other financial obligations to fund MPR Missouri Programs and Services;

(o) to purchase or provide fidelity bond coverage or other risk coverage for officers, Directors and employees of MPR Missouri;

(p) to be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;

(q) to declare and pay dividends and refunds as allowed by law;

(r) to determine Coverage Documents and Policies and Procedures which are necessary, desirable or expedient to provide the Services and Programs authorized by these Bylaws;

(s) to perform such other activities which are necessary, expedient, implied or desirable to carry out the purposes of MPR Missouri; and

(t) to perform any such other acts which are allowed by law to be performed under the Act.

ARTICLE 5 MEMBERS

Section 5.1 Member Eligibility and Admission

Subject to the payment of appropriate Contributions and under such terms and conditions as the Board of Directors may establish, new Members may be admitted with the approval of the majority of the total membership of the Board of Directors. Only those governmental entities which meet the Member definition in these Bylaws, and have submitted a copy of the minutes documenting a majority vote or Resolution from the new Member's governing body granting the authority to execute these Bylaws (or have otherwise assured MPR Missouri of their obligation to comply with these Bylaws) may be accepted for membership. A governmental entity located in any state of the United States other than the State of Missouri that is eligible to become a member of a governmental pool that is located in the governmental entity's own state and that is party to a Risk Sharing Agreement with MPR Missouri shall not be eligible to become a Member of MPR Missouri. The Board of Directors of MPR Missouri may delegate authority to review and accept or reject applications for membership by written agreement to such persons or entity and in such manner as it may determine to be consistent with the best interests of MPR Missouri.

Section 5.2 Member Rights

The rights of Members, which shall be exercised by the Member Representative of each Member, shall be as follows:

(a) to vote on all matters which shall be presented to Members for a vote at any Member meeting;

(b) to elect, in accordance with the procedures described in these Bylaws, eligible candidates to the Board of Directors;

(c) to apply for and receive and participate in Programs and Services for which the Member is qualified upon such terms and conditions as the Board of Directors shall determine; and

(d) to exercise all other rights and privileges as are described in these Bylaws and as are allowed under the Act.

Section 5.3 Member Obligations

The obligations of Members shall be as follows:

- (a) to continuously maintain participation in no less than one MPR Missouri Program;
- (b) to designate in writing, by the chief administrative officer of the Member, a Member Representative. MPR Missouri shall not be required to contact any other individual except the Member Representative for any action or notification which may be required by these Bylaws or MPR Missouri rules. All notices to or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MPR Missouri;
- (c) to promptly make all Contributions and other payments which are due to MPR Missouri at such times and in such amounts as shall be required by MPR Missouri;
- (d) with reasonable notice and during normal work hours, to permit MPR Missouri and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the operations of MPR Missouri;
- (e) to report immediately to MPR Missouri, as required by relevant Program Coverage Documents and Policies and Procedures, all occurrences which could reasonably be expected to result in a claim against the Member, its agents, officers or employees or for losses to Member property, within the scope of the Programs provided by MPR Missouri;
- (f) to cooperate fully with MPR Missouri claims adjustors, agents, employees and attorneys in the investigation and settlement of any claim or lawsuit within the scope of Programs or Services provided by MPR Missouri, and to acknowledge that MPR Missouri has the final authority to select legal defense counsel for any lawsuit brought under the Programs provided by MPR Missouri to the Member;
- (g) to implement, as finances and circumstances permit, MPR Missouri recommended risk management and loss control policies and procedures, and also to permit Member officials and employees to participate in MPR Missouri sponsored conferences and seminars;
- (h) to report to MPR Missouri, as required by MPR Missouri Program Coverage Documents or Policies and Procedures, the addition of new services, programs or facilities, the reduction or expansion of existing operations and facilities, or other facts that could reasonably be expected to affect the Member's loss experiences or create potential risks;
- (i) to provide MPR Missouri as promptly as possible with all requested information needed for determining Member loss exposures and Contributions;
- (j) to take an active role in the business of MPR Missouri, including assignment of personnel to serve on various MPR Missouri committees; and

(k) to comply with all terms and conditions of these Bylaws, Coverage Documents and Policies and Procedures.

Except as expressly set forth to the contrary in these Bylaws or MPR Missouri's Articles of Incorporation, the rights and obligations of Members shall be identical in all respects.

Section 5.4 Limitations on Member Liability

Except as specifically required by MPR Missouri's Articles of Incorporation, Bylaws, or by law, no Member shall be responsible for any claim in tort or contract made against any other Member solely on account of a Member's participation in MPR Missouri. By executing these Bylaws, the Members have not created between or among themselves any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. These Bylaws shall not relieve any Member of any obligation or responsibility imposed upon it by law, except to the extent that actual and timely performance by MPR Missouri satisfies such obligation or responsibility in whole or in part.

Section 5.5 Annual Member Meeting

There shall be one annual membership meeting of MPR Missouri held each year at a time and place to be designated by the Board of Directors. Notice of such meeting shall be sent by first class mail to Member Representatives at least ten (10) days in advance of the meeting. Failure of any Member Representative to receive such notice shall not nullify any action taken at an annual membership meeting. Notice of such meeting may also be given by electronic means.

The President/CEO shall prepare the agenda for the annual membership meeting and shall include on such agenda any item requested by five (5) or more Member Representatives at least twenty (20) days prior to the meeting. Any subject relating to MPR Missouri may be discussed at the annual membership meeting.

At the annual meeting, the President/CEO and chief financial officer of MPR Missouri shall report to the Members on the activities and financial condition of MPR Missouri.

Section 5.6 Special Membership Meeting

A special Membership meeting may be called by a majority of the total membership of the Board of Directors or upon the petition of one-third (1/3) of the Members acting through their Member Representatives. A special membership meeting must be held within sixty (60) calendar days after receipt of a valid petition; provided, however, that if the annual membership meeting is scheduled to occur within sixty (60) days after receipt of the request for the special membership meeting, then no separate special membership meeting shall be held. If a valid petition is received within sixty (60) calendar days prior to the annual membership meeting, the topic or topics contained in the petition shall be placed on the agenda for that meeting.

Notice of a special membership meeting shall be mailed, by first class mail, to each Member Representative at least ten (10) days in advance of the meeting date. Failure of any

Member Representative to receive such notice shall not nullify any action taken at a special membership meeting.

Only those matters which are within the purpose or purposes described in the meeting notice may be considered at a special membership meeting. The Board of Directors shall establish the time and place for all special membership meetings.

Section 5.7 Quorum; Voting Rights

A quorum of at least twenty percent (20%) of the Member Representatives shall be required to conduct business at a special or annual membership meeting. No absentee or proxy voting shall be allowed at any membership meeting. Each Member shall be entitled to one vote that must be cast by the Member Representative. Minutes of the meeting shall record how many members of MPR MO exist at the time of the meeting and how many (in whole numbers) constituted the required twenty percent.

The Chair of the Board of Directors shall preside at all membership meetings and, if the Chair is attending the meeting in the capacity of Member Representative, shall be entitled to vote on all matters coming before the meeting.

Section 5.8 Withdrawal

A Member may withdraw from membership in MPR Missouri as of the end of MPR Missouri's fiscal year provided that such Member has given MPR Missouri at least ninety (90) days' prior written notice of its intention to withdraw and provided further that such Member ceases participation in all MPR Missouri Programs and Services as of the date of withdrawal. Except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, a withdrawing Member shall forfeit all rights to any refunds, dividends, or claims upon MPR Missouri's assets upon dissolution of MPR Missouri which may be declared or determined subsequent to the date of the Member's withdrawal.

A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR Missouri. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution.

A withdrawing Member shall continue to be responsible for all obligations after the date of withdrawal that relate to the term of membership including, but not limited to, obligations for special assessments. The withdrawing Member shall be subject to all MPR Missouri Policies and Procedures pertaining to any obligation, claim or lawsuit covered by MPR Missouri.

Any Member who withdraws from MPR Missouri without complying with the foregoing obligations shall be obligated to pay to MPR Missouri liquidated damages equal to 25% of the Member's annual Contributions paid by such Member in its final full year of participation in MPR Missouri. Member agrees to pay such liquidated damages within twenty (20) calendar days following receipt of the computation of the amount due. MPR Missouri and Member agree that

the failure of Member to withdraw from MPR Missouri in accordance with the foregoing procedures shall cause damage to MPR Missouri in amounts which it is not possible calculate at this time and that these liquidated damages are a good faith estimate of the damages as to which the Member shall be obligated to MPR Missouri.

Section 5.9 Termination

(a) Termination

A Member may be terminated from membership in MPR Missouri for cause upon a majority vote of the total membership of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than ninety (90) days following the Board's decision to terminate. For purposes of this Section, cause shall be deemed to include the following:

- (1) failure to maintain at least one Program with MPR Missouri;
- (2) failure to make any Contribution due to MPR Missouri in accordance with the directives of the MPR Missouri Board of Directors;
- (3) failure to undertake or to continue risk management or loss control measures recommended by MPR Missouri;
- (4) failure to allow MPR Missouri and its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of MPR Missouri;
- (5) failure to cooperate fully with MPR Missouri officers, employees, attorneys, claims adjusters or other agents;
- (6) failure to file required reports with MPR Missouri or the filing of a false claim or report or any conduct which impairs the ability of MPR Missouri to carry out its purposes;
- (7) adverse loss experience with respect to the property and liability Program or the workers' compensation Program, as determined by the Board of Directors;
- (8) breach of any of Member's obligations under these Bylaws, MPR Missouri Coverage Documents, or MPR Missouri Policies and Procedures;
- (9) failure of a Member, the elected governing body of the Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the constitution or statutes of the state which has enabled the creation of the Member and which has prescribed the Member's classification as a governmental entity;

(10) a Member becomes ineligible for MPR Missouri Membership pursuant to § 5.1 of these Bylaws; provided that such Member may not be terminated during the Program year if such Member's ineligibility is established after the first day of a Program year; or

(11) any other cause that is deemed good cause by a two-third (2/3), defined as eight directors, vote of the entire Board of Directors.

(b) Notification; Hearing, Obligations

A Member shall be terminated immediately and without further notice upon the failure of a Member to maintain at least one Program or receive any Services from MPR Missouri. A Member shall be terminated with not less than thirty (30) days written notice upon the determination by the Board of Directors that such Member has adverse loss experience. In all other cases, a Member may be terminated only after written notice sent by certified or first class mail from the President/CEO of MPR Missouri stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in MPR Missouri. The President/CEO of MPR Missouri shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

The decision by a majority of the total members of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination shall take effect thirty (30) calendar days after the decision to terminate is approved by the Board of Directors.

A terminated Member shall forfeit all rights to any MPR Missouri refunds, dividends, or distribution of assets upon dissolution after the effective date of termination. Any terminated Member shall continue to be bound to those same continuing obligations as to which a withdrawing Member is obligated in accordance with Section 5.8 of these Bylaws.

Section 5.10 Application of Sections 355.231 to 355.306 of the Act

The provisions of Sections 355.231 to 355.306 of the Act shall apply to MPR Missouri except to the extent the provisions of such Sections are inconsistent with the Articles of Incorporation of MPR Missouri or these Bylaws, provided, however, that no Section allowing proxy voting shall apply to MPR Missouri.

ARTICLE 6 BOARD OF DIRECTORS

Section 6.1 Powers; Election; Vacancies

The Board of Directors shall consist of eleven (11) members. The Board of Directors shall adopt rules for the election of Directors by the Member Representatives and for appointment to fill Director vacancies by the Board of Directors, provided that the following conditions are fulfilled:

(a) at least two members of the Board of Directors shall be from the six largest Missouri Members as measured by total contributions paid in MPR Missouri's most recent fiscal year;

(b) each Member Representative shall be entitled to one vote for each Director position to be filled;

(c) Directors shall serve three year, staggered terms provided that no Director may serve more than two consecutive three-year terms or a total of six consecutive years. Board service by individuals appointed to fill the remainder of an unexpired term shall not be considered for purposes of these limitations;

(d) Directors shall assume office at the end of the annual membership meeting following election;

(e) by majority vote of the total number of serving Directors, the Board of Directors shall appoint qualified individuals to fill vacancies on the Board of Directors for the remainder of any unexpired term;

(f) the number of Directors may be increased or decreased by a supermajority vote of two-thirds (2/3) of the Members at the annual meeting of Members as defined by Section 5.5; and

(g) the Board of Directors shall adopt rules for the nomination of qualified candidates to run for election to the Board of Directors.

Section 6.2 Director Qualifications

All Directors shall be full time employees of a Member. Any Director who fails to meet this requirement or whose Member entity withdraws or whose membership in MPR Missouri is terminated as provided in these Bylaws shall immediately forfeit the Director's position. All directors shall meet the requirements of the Act.

Section 6.3 Director Compensation and Expenses

Directors shall serve without compensation. Directors' reasonable and necessary expenses related to service on the Board of Directors shall be paid or reimbursed by MPR Missouri.

Section 6.4 Board Officers

The first agenda item, following roll call, at the first meeting of the Board of Directors following the annual meeting shall be the election of MPR Missouri officers (the “Board Officers”). The Board of Directors shall review the nominees recommended by the Nominating Committee created for such purpose and shall elect, by majority vote from its membership, a Chair, Vice-Chair, Secretary and a Treasurer. The Board of Directors may elect persons nominated by the Nominating Committee or may elect persons not so nominated to one or more Board Officer positions provided that such persons meet the qualifications and requirements set forth herein. Only Directors who have previously served at least one term on the Board of Directors shall be eligible for the positions of Chair and Vice-Chair. These Board Officers shall immediately assume their offices and shall serve until the next regular meeting of the Board of Directors following the annual meeting or until their successors are duly elected and qualified. The President/CEO shall serve temporarily as presiding officer during the election of Board Officers.

The Chair shall preside at all Board of Directors meetings and shall be entitled to vote on all matters brought before the meeting. The Chair shall also, with the approval of the Board, appoint all committee members. The Board may also authorize the Chair to represent the interests of MPR Missouri before such organizations as the Board shall designate. The Vice Chair shall act in the Chair’s absence.

The Secretary shall prepare, or cause to be prepared, the official minutes of all meetings of the Board of Directors and of the Members, and shall authenticate all MPR Missouri official records.

The Treasurer shall prepare or cause to be prepared an accurate accounting of all MPR Missouri assets and liabilities and all receipts and disbursements. The Treasurer shall perform the duties generally incident to the office of Treasurer.

In the case of a vacancy in any office, the Board of Directors shall, at the Board of Directors’ next regular meeting, appoint a qualified Director to fill the unexpired term. No individual may serve more than three consecutive one year terms in the same office position.

One person may hold more than one of the offices described above; provided, however, that the same person may not serve as both Chair and Vice-Chair or Chair and Secretary.

Section 6.5 Board Powers

Except as otherwise required by law, MPR Missouri’s Articles of Incorporation, or these Bylaws, all corporate powers of MPR Missouri shall be exercised by or under the authority of, and the affairs of MPR Missouri shall be managed under the direction of, the Board of Directors. The Board of Directors shall have the authority and power to take all steps and actions necessary, desirable or expedient to fulfill the obligations and objectives contained in these Bylaws. The enumeration of any specific duty or power is not to be construed as a limitation upon the right to exercise any other powers or duties.

Subject to any applicable laws, and upon such terms as the Board of Directors shall establish in accordance with Section 9.2 of these Bylaws, the Board of Directors may, but shall not be required to, declare refunds or dividends to Members and the Board of Directors may, by written agreement, delegate such authority to the executive committee of Midwest Public Risk to declare refunds or dividends to Members. Except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, any Member which withdraws prior to the declaration of any refund or dividend from the Program as to which the refund or dividend is based shall surrender all rights to such refund or dividend. Any dividend or refund allocable to a Member shall first be used to offset and reduce the amounts, if any, which may be due and unpaid to MPR Missouri from such Member.

The Board of Directors shall approve and execute a management and administration agreement with Midwest Public Risk ("MPR") for implementation of the Risk Sharing Agreement.

The Board of Directors may enter into interlocal agreements for other types of coverage risks, and may enter into interlocal agreements with other appropriate entities, subject to applicable law, at the discretion of the Board of Directors.

The Board of Directors shall select a qualified public accounting firm to audit, on an annual basis, MPR Missouri's financial records in conformance with generally accepted accounting principles, relevant laws and these Bylaws. A copy of the audit shall be distributed as required by law.

The Board of Directors shall adopt an annual budget in a form and manner determined by the Board of Directors.

The Board of Directors shall adopt rules governing the conduct of Directors and Director meetings, including, but not limited to, an attendance policy. Directors may only be removed by the majority vote of a quorum of a meeting of the Members.

Section 6.6 Committees

The Board of Directors shall appoint a committee for the nomination of Board Officers (the "Nominating Committee") at each June meeting of the Board of Directors. The Nominating Committee shall develop recommendations regarding the election of Board Officers for consideration by the full Board of Directors at the first meeting of the Board of Directors following the annual meeting, and shall develop similar recommendations for appointments to fill any vacancies in Board Officer positions. Members of the Nominating Committee shall serve one (1) year terms.

The Board of Directors may create advisory and technical committees as deemed necessary or expedient. The Board of Directors shall determine committee duties, number of members, and membership qualifications and terms. The Chair shall, with the approval of the Board of Directors, appoint all committee members and committee chairs, with the exception of the Nominating Committee. At least one Member of the Board of Directors shall serve on each

committee. No committee shall possess or exercise the authority or power of the Board of Directors.

Section 6.7 MPR Missouri Policies and Procedures

The Board of Directors shall adopt Policies and Procedures, not in conflict with these Bylaws, that are necessary or expedient or desirable for the operation and functioning of MPR Missouri. All Members, Directors, officers, employees and other service providers shall be subject to and adhere to such Policies and Procedures.

Section 6.8 Meetings

The Annual Meeting of the Board of Directors shall be held immediately following the annual Member meeting for the purpose of electing MPR Missouri officers and transacting such other business as may properly be brought before the meeting. In addition to such Annual Meeting, the Board of Directors shall hold regular meetings on the first Wednesday of February, April, June and December of each year at 10:00 a. m. or at such other time and place as may be designated by the Board of Directors. Special Board of Directors' meetings may be called by the Chair or by 1/3 of the Directors. Any topic may be discussed at a regular meeting; only topics on the agenda may be discussed at a special meeting. Directors and Member Representatives shall receive at least five (5) days' written notice of all Board of Directors meetings, which notice may be electronic.

A quorum consisting of a majority of the serving Directors shall be present in order to conduct business at any Board of Directors meeting. Directors may participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. The President/CEO shall prepare the agenda for all Board of Directors meetings.

All Board of Directors meetings, except those permitted by law to be closed, shall be open to the public, and all votes shall be public except as otherwise permitted or required by law or these Bylaws. Unless notice is provided to the contrary, all meetings of the Board of Directors shall be held at MPR Missouri's principal office.

Except as required by law or these Bylaws, a majority vote of the Directors present at a meeting at which a quorum is present shall be required to approve all motions or other actions of the Board.

ARTICLE 7 PRESIDENT/CEO

Section 7.1 President/CEO; Appointment; Authority

There is hereby continued the position of President/Chief Executive Officer ("President/CEO") who shall be appointed and may be removed by a majority of the total membership of the Board of Directors. The President/CEO shall be an officer of MPR Missouri.

The President/CEO shall be responsible to the Board of Directors for the proper administration and conduct of all Programs and Services offered by MPR Missouri. All agents, employees and independent contractors shall report to the Board of Directors through the President/CEO and shall be supervised by the President/CEO.

Subject to any limitations adopted by the Board of Directors, the President/CEO is authorized to settle all claims or cases involving the Programs provided by MPR Missouri.

The President/CEO shall prepare and submit to the Board of Directors, for consideration prior to the start of each fiscal year, a recommended budget for the forthcoming year. The President/CEO shall attest to all official records, sign contracts, select, appoint and supervise all employees, implement the adopted annual budget, and do all other things customary to this position.

The President/CEO shall be a member of all standing and special committees and shall be entitled to attend all Board of Directors and committee meetings with a right to speak but not to vote on issues. The President/CEO may be excused from Board or committee meetings pertaining to the President/CEO's employment or job performance.

ARTICLE 8 COVERAGE DOCUMENTS; UNDERWRITING CONTRIBUTIONS

Section 8.1 Coverage Documents

MPR Missouri Programs shall be described in separate Coverage Documents. MPR Missouri may add, delete, or modify the Coverage Documents for such Programs as the Board of Directors may determine. All MPR Missouri Programs shall be considered excess only and not primary or contributory when the Member has a valid and collectable insurance policy or other similar protection against a loss covered by MPR Missouri.

Section 8.2 Modification of Coverage Documents and Conflicts

Coverage Documents may be modified by the President/CEO to meet specific Member or MPR Missouri needs and shall be provided to the Member. Such Coverage Documents shall be subject to all of the terms and conditions of these Bylaws and MPR Missouri Policies and Procedures. In case of any conflict between the Coverage Documents and these Bylaws, these Bylaws shall be controlling.

Section 8.3 Coverage Questions; Appeals and Other Disputes

The President/CEO shall decide all questions of coverage in specific cases. A Member may appeal the President/CEO's decision to the Board of Directors. Notification of such appeal must be taken no later than sixty (60) calendar days after the date of the President/CEO's decision. The Member shall have the opportunity to appear and present evidence to the Board of Directors. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

The Board of Directors shall decide all other disputes between MPR Missouri and any Member involving these Bylaws, Coverage Documents or Policies and Procedures. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

Section 8.4 Acceptance and Withdrawal of Coverages

No Member shall receive any Program or Services unless the Member's request for such Program or Services is accompanied by either a copy of the minutes documenting a majority vote or a Resolution adopted by its governing body expressing the governing body's intention to secure the Program or Service from MPR Missouri.

Members belonging to the Workers' Compensation program must participate in the safety services offered by MPR as required by the Missouri Division of Workers' Compensation.

Any Member may withdraw from, and cease participation in, any MPR Missouri Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

A withdrawing Member from any Program shall continue to be responsible for all obligations after the date of withdrawal that relate to the prior coverage under the Program, including, but not limited to, the obligation to satisfy any special assessments. The withdrawing Member shall also be subject to all MPR Missouri rules pertaining to any obligation, claim or lawsuit covered by MPR Missouri.

Any Member which withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal to 25% of the Program's annual premium contribution paid by the Member in the prior year, except for withdrawing Members which have retained their rights pursuant to a written agreement with the Board of Directors at the time of withdrawal. The Member agrees to pay such liquidated damages within twenty (20) calendar days after receipt of a bill. MPR Missouri and the Member agree that it is not possible to calculate the damage to MPR Missouri which may be caused by the breach of this condition and that the foregoing percentage constitutes liquidated damages which are a good faith estimate by MPR Missouri and the Member. The Board of Directors, at its discretion, may shorten the ninety (90) days' notice period as it deems appropriate, provided that it shall have previously given written notice of such change to all of the Members.

Section 8.5 Contributions

MPR Missouri Programs and Services shall be funded by Contributions from its Members and Member employees for those Programs and Services in which Members desire to participate. The Board of Directors shall determine when Contributions are due and may impose charges for late payments. Each Member's account shall be reviewed on an annual basis.

Section 8.6 Underwriting

Contributions for Programs and Services paid by Members and their employees shall be determined in accordance with underwriting guidelines approved by the Board of Directors. Underwriting guidelines may be based upon any factor or combination of factors which relate to potential losses and which will produce sufficient income to pay losses and related administrative expenses. Underwriting guidelines shall be reviewed periodically to insure that they meet the stated objectives.

Section 8.7 General and Separate Funds

Contributions from Members shall be paid into a general fund. Monies shall be paid out of the general fund to such separate Program funds as the Board of Directors shall determine. Each separate Program shall have its own separate fund.

Section 8.8 Commingling of Program Funds Prohibited

Contributions paid and any assets attributable thereto by Members for any MPR Missouri Program shall not be used or devoted to any purpose other than to pay losses and expenses related to the specific Program, including any Program Fund established pursuant to any risk sharing agreement, for which the Contributions were paid.

Section 8.9 Member Privilege

The Board of Directors shall establish rules which shall govern and determine the settlement of claims or lawsuits covered by MPR Missouri Programs, provided that the Member may reject recommended settlements. If a Member exercises this privilege to reject a

recommended settlement, the Member shall thereafter be responsible for all damages, expenses and costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

ARTICLE 9 MPR MISSOURI ASSETS

Section 9.1 MPR Missouri Assets

All Contributions, monies, and other assets, including interest or other investment earnings thereon paid by Members to MPR Missouri, and any other assets obtained in any other manner by MPR Missouri, shall be the property of MPR Missouri. No Member shall have any right or claim to such MPR Missouri assets including, but not limited to, any excess or surplus funds held by MPR Missouri, except such that are authorized specifically by MPR Missouri's Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors. All assets of MPR Missouri, including but not limited to, any excess or surplus funds held by MPR Missouri, may be used for MPR Missouri purposes in such manner as the Board of Directors deems appropriate.

Section 9.2 Excess or Surplus Distributions

Provided that all statutory and regulatory requirements are complied with, including but not limited to prior approval from the Missouri Division of Workers' Compensation in the event of a refund from the Workers' Compensation Program to its Members, the Board of Directors may determine to make distributions of excess or surplus funds from any Program to such Program's Members. The Board may delegate the authority to determine and make distributions of excess or surplus funds from any Program to such Program's Members by written agreement to Midwest Public Risk, a Missouri nonprofit corporation. Such distributions shall be limited to (a) Members which were active participants in good standing in such Program throughout the period for which a distribution was declared and which remain active participants in such Program at the time a distribution is paid, and (b) any former Members which have retained the right to excess or surplus distributions pursuant to a written agreement with the Board of Directors.

As described in "Section 6.5 Board Powers" the Board of Directors, by written agreement, may delegate the authority to declare refunds or dividends to members to the MPR Executive Committee.

Section 9.3 Special Assessments

If, at any time, in the opinion of the Board of Directors, MPR Missouri's assets are insufficient to meet anticipated obligations for any Program or Service offered by MPR Missouri, the Board of Directors shall develop a financial plan to restore MPR Missouri's financial integrity. The Board may direct Members to pay a special assessment to eliminate such insufficiency provided that the Member was a participant at any time during the MPR Missouri fiscal year in the Program or Service which incurred the insufficiency. Each Member shall be assessed its pro rata share of the insufficiency based upon its relative percentage of the total Contributions or fees paid by all Members for the Program or Service as to which the insufficiency has arisen.

As required by law, workers' compensation Program insufficiencies shall be the joint and several obligation of each Member which participated in the workers' compensation Program during the period of the insufficiency.

A Member shall be and remain liable for any special assessment whether or not the Member was a MPR Missouri Member at the time of the levying of the special assessment.

ARTICLE 10 STANDARD OF CARE; BOND; INDEMNIFICATION

Section 10.1 Standard of Care

Directors, officers and employees of MPR Missouri shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties on behalf of MPR Missouri. Such Directors, officers, and employees shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith nor for any action taken or omitted by any agent, employee or independent contractor who was selected with reasonable care. No Director shall be liable for any actions taken or not taken by any other Director.

Section 10.2 Bond

MPR Missouri may provide for a bond or other security to guarantee the faithful performance of the obligations of its Directors, officers and employees.

Section 10.3 Indemnification

MPR Missouri shall hold harmless and defend and indemnify all present and past Directors, officers and employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MPR Missouri. This duty shall apply to any direct or derivative action involving the Director, officer or employee. To the extent permitted by law, the Board of Directors may enter into written indemnification agreements with individual Directors, officers and employees. MPR Missouri may also purchase liability insurance providing similar coverage for Directors, officers and employees.

ARTICLE 11 DISSOLUTION AND DISTRIBUTION

Section 11.1 Dissolution

MPR Missouri may be dissolved as of the last day of any MPR Missouri fiscal year upon a vote of two-thirds (2/3) of all Member Representatives.

Upon the dissolution of MPR Missouri, the then current Board of Directors shall take all actions which shall be necessary for the orderly winding down of MPR Missouri's Programs and Services and for the completion of MPR Missouri's dissolution and liquidation subject to the Act.

Section 11.2 Distribution of Assets

All net assets shall be distributed pro rata to the Members, in good standing, of the respective programs as of the last day of MPR Missouri's last full fiscal year prior to the decision to dissolve and to any former Members which may have retained the right to distribution of assets pursuant to a written agreement of withdrawal prior to the date of the decision to dissolve. Such net assets shall be distributed, separately by Program, by calculating the relative percentage of the total Program premium contributions for each Program paid by each Member during MPR Missouri's last full fiscal year prior to dissolution and multiplying the net assets by that percentage.

Distribution of the remaining Workers' Compensation Program assets shall be determined, as provided by law, by the Missouri Division of Workers' Compensation.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Intergovernmental Contract

These Bylaws shall constitute an intergovernmental contract among the Members and MPR Missouri. Nothing in these Bylaws shall be inconsistent with, or cause any Member to violate, any constitutional or statutory provision which prohibits political subdivisions from becoming indebted in an amount exceeding in any one year the income and revenue provided for such year plus any unencumbered balances from previous years.

Section 12.2 Governing Law

These Bylaws shall be subject to, and governed by, the laws of the State of Missouri, including specifically the Act.

Section 12.3 Binding Effect

These Bylaws shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that a Member may not assign its rights or delegate its duties without MPR Missouri's prior written consent.

Section 12.4 Disputes

In the event of any dispute hereunder which results in litigation, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses of such litigation. Any action against MPR Missouri by a Member shall be brought only in the county in which MPR Missouri's principal office is located.

Section 12.5 Severability

These Bylaws are expressly declared to be severable, and in the event that any article, provision, clause or other part of these Bylaws is declared invalid or unenforceable by a court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability of any other article, provision or clause.

Section 12.6 Amendment

These Bylaws may be amended by approval of the vote of two-thirds (2/3) of the Member Representatives present at any annual membership meeting or special membership meeting called for that purpose. Only amendments recommended by the Board of Directors shall be considered for adoption.

A copy and an explanation of all recommended amendments stating the reasons and impact of each proposed amendment shall be sent to all Member Representatives, by certified mail, no later than ten (10) days prior to the meeting date.

Any amendment to these Bylaws shall take effect immediately or at the time specified in the amendment. Such amendments shall be binding upon all Members without further action by MPR Missouri or the Members.

Section 12.7 Repeal of Prior Bylaws

Effective July 1, 2009, and contingent upon the commencement of operations of Midwest Public Risk of Kansas, a Kansas not for profit corporation ("MPR Kansas"), and the implementation of a Risk Sharing Agreement between MPR Missouri and MPR Kansas, these Bylaws shall repeal and replace all previous amendments or editions of these Bylaws including, but not limited to, the "MARCIT Bylaws" effective November 3, 2006.

If MPR Kansas fails to commence operations on or before the close of business on June 30, 2009, these amended Bylaws shall be null and void and the November 3, 2006 "MARCIT Bylaws" shall remain in full force and effect.

*[END OF BYLAWS; BALANCE OF PAGE LEFT BLANK;
AGREEMENT AND EXECUTION PAGE FOLLOWS]*

AGREEMENT AND EXECUTION

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Missouri and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Missouri shall not be effective unless and until either a copy of the minutes documenting a majority vote or Resolution of the governing body of the Member granting authority to execute these Bylaws is delivered to MPR Missouri and is attached hereto.

Accepted:

Member

Signed

Title

Date

MPR Missouri

AC Blake

Signed:

MPR MO Chair

Title

7-1-16

Date

[AGREEMENT AND EXECUTION PAGE TO BYLAWS]



Odessa Police Department

310 S First Street • Odessa, MO 64076

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

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Resolution by the Mayor and Board of Aldermen to allow the Odessa Police Department to accept a grant from the Bureau of Justice Assistance

ACTION: Authorize the Mayor to sign a contract with Flock Safety for 2 years.

BACKGROUND:

The Police Department was recently granted an award from the Bureau of Justice Assistance (BJA). The Grant was for \$5,500 dollars and will go towards the implementation of a License Plate Reader (LPR). The LPR is from Flock Safety which makes an outstanding product.

The LPR will be placed just to the east of the intersection of 131 Highway and Old 40 Highway. All Officers will have access to the reader via an app either their mobile data terminal and their phone. The reader is able to locate stolen vehicles, wanted persons attached to license plates, missing persons, endangered persons, and Amber Alerts connected to license plates. The system will also allow officers to input suspect vehicles involved in crimes in and around the city limits of Odessa. This system will greatly improve our ability to locate suspects in crimes and locate missing and endangered persons that enter the city limits. All training for this system is provided by Flock Safety and is included in the total price of the system.

The LPR will also be able to help in traffic studies as it will keep track of the number of vehicles that pass by its location.

FINANCIAL CONSIDERATIONS: Contract contingent on review by the City Attorney.

ATTACHMENTS: Resolution 2022-28
Exhibit A (Service Agreement)

PREPARED BY


Leland Liese, Assistant Chief

DATED October 24, 2022

flock safety

City-wide coverage your jurisdiction needs.

7 Million property crimes occur every year nationwide.

Unfortunately, 87% of these crimes go unsolved due to lack of evidence. Flock Safety's license plate reading cameras give clear, filterable footage you need to solve crime.



Capture
every license
plate



Find the
evidence needed
in seconds



Unlimited users
for hotlist
alerts



Protecting
communities in
39 US states

**"With Flock Safety's system, we were able to
successfully solve an incident that in any
other situation would have been a cold case"**

- Detective N. Yimer, Dekalb County PD

For more details contact Lisa.

314-603-2079

lisa.dunn@flocksafety.com

fi'ock safety

Since 2017, Flock Safety has played a critical role in crime reduction and cases solved:

We provide the evidence for police to solve 185 crimes every day:

- 7 total kidnappings and Amber alerts solved including in Chamblee, GA, Wichita, KS, and Memphis, TN
- Dozens of murders solved including in College Park, GA, Fort Worth, TX: Shelby County, TN, and Hemet, CA
- 100s of robberies and assaults including in Indianapolis, IN, Trussville, AL, and Redlands, CA
- 1000s of stolen vehicles recovered
- 100s of pounds of illegal narcotics seized
- 100s of illegal weapons seized

We're seeing crime reduction across the county:

- 34% reduction of crime in Marietta, GA - 2019
- 62% reduction in crime in Cobb County, GA - 2020
- 70% reduction in burglaries in San Marino, CA - 2021
- 43% reduction in crime in a Dayton, OH neighborhood - 2020
- 30% reduction in Type A crimes in Shelby County, TN
- 46% fewer car break-ins and 25% fewer motor vehicle thefts at a Community Improvement District (CID) that welcomes over 1 million visitors each year
- Up to 90% reduction in mail theft in residential neighborhoods including Pickwick Commons in Pickwick, IN and Sundance Community in Beaumont, CA

Stolen vehicles recoveries have totaled:

- \$1.5 million in Fort Worth, TX
- \$1 million+ in Memorial Villages, TX
- \$1 million+ in Hemet, CA
- \$1.9 million+ in Wichita, KS

The Journey to Getting Flock Safety

Getting started:

- A Flock Safety implementation specialist will create a technology deployment plan with you. There can be multiple phase options
- Start talking with your community (community engagement meeting, preview meeting, city admin and / or council meeting)
- Sign an MOU agreement

Specific steps you need to be compliant in Missouri:

- List MODOT approval required locations
- Send a letter to the Director of MO DPS for approval with exact locations
- Submit a MULES-only integration request (if necessary)
- For a REJIS integration, contact your REJIS representative
- Note: the St. Louis Fusion Center is connected with Flock Safety

Once a contract is signed:

- I'll introduce you to your account manager to get set up and trained
- If you're an Axon customer, contact your Axon rep to enable their API setting





RESOLUTION 2022-28

RESOLUTION OF THE CITY OF ODESSA, MISSOURI, APPROVING A SERVICE AGREEMENT WITH FLOCK GROUP, INC.

WHEREAS, Flock offers a software and hardware solutions for automatic license plate detection through Flock's technology platform (the "Flock Service"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("Footage"), and can provide notifications to the Odessa Police Department upon the instructions of Non-Agency End User ("Notifications"); and

WHEREAS, the Odessa Police Department desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users; and

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading, and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide the Odessa Police Department the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Permitted Purpose").

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

SECTION 1. The Board hereby approves the Agreement in substantially similar form to Exhibit A, attached hereto and incorporated herein.

SECTION 2. The Board hereby designates the Mayor and/or Police Chief to execute the Agreement and any and all documents necessary to effectuate its intent.

SECTION 4. This resolution shall be of full force and effect from and upon its adoption.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 24th day of October, 2022.

(SEAL)

ATTEST:

By: _____
Karen Findora, City Clerk

By: _____
Stephen Wright, Mayor

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: MO - Odessa PD Legal Entity Name:	Contact Name: Leland Liese
Address: 310 S First St Odessa, Missouri 64076	Phone: (816) 633-7575 E-Mail: leland.liese@cityofodessamo.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Falcon	\$5,000.00	1.00	\$5,000.00
Professional Services - Advanced Implementation Fee	\$750.00	1.00	\$750.00

(Includes one-time fees)

Year 1 Total \$3,250.00

Recurring Total: \$2,500.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: MO - Odessa PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 Wing Suite License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 Usage Restrictions.

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("***Service Suspension***"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("***Designated Location***") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 Aggregated Data. Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1.1 Software Product Fees. For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30th day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30th day from the date of renewal invoice.

5.1.2 Hardware Product Fees. For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30th day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30th day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30th day from the date of renewal invoice.

5.2 Notice of Changes to Fees. Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

6. TERM AND TERMINATION

6.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.5 Survival. The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

10. MISCELLANEOUS

10.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

10.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

10.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

10.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

10.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and

according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

10.10 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

10.11 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:



BOARD OF ALDERMEN ACTION REPORT

ISSUE: Approval of the Replat of Jennings 4th Addition Phase II, A Replat of Lot 69, a subdivision in Odessa, Lafayette County, Missouri. The applicant is requesting to plat 3.17 +/- acres of land located at 516 Varner Street.

ACTION REQUESTED: Motion/Second to approve Bill No. 2022-22 for the Replat of Jennings 4th Addition Phase II, A Replat of Lot 69, a subdivision in Odessa, Lafayette County, Missouri.

BACKGROUND:

The applicant is requesting to replat property located at 516 Varner Street, Odessa, Mo. The property is owned by Dianna Ehlert. The property is zoned R-1, (Single-Family). Ms. Elhert would like to replat her property and make some improvements to it. The Planning Commission met on Thursday, October 20, 2022, and recommended unanimous approval of the replat.

FINANCIAL CONSIDERATIONS: N/A

ATTACHMENTS: Resolution No. 2022-22

PREPARED BY: Karen Findora
Karen Findora, City Clerk

DATED: October 24, 2022

BILL NO.: 2022-22

ORDINANCE NO.: ____

**AN ORDINANCE APPROVING THE REPLAT OF JENNINGS 4TH ADDITION
PHASE II, A REPLAT OF LOT 69, A SUBDIVISION IN ODESSA, LAFAYETTE
COUNTY, MISSOURI**

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF ODESSA,
MISSOURI, as follows:

Section 1. The RE-PLAT OF Lot 69, JENNINGS 4th ADDITION PHASE II,
ODESSA, LAFAYETTE COUNTY, MISSOURI, hereinbefore presented to the
Board of Aldermen and having been found to be in compliance with the Code of
Ordinances for the City of Odessa, and having been heard and recommended
for approval by the Planning Commission at its Thursday, October 20, 2022
meeting, is hereby approved subject to the following condition:

Conditions:

1. Prior to any building permit issuance or sale of the property, the Re-Plat must
be approved and recorded at Lafayette County.

Section 2. Scrivener's Errors, Typographical errors and other matters of a similar nature
that do not affect the intent of this ordinance, as determined by the City Clerk
and City Attorney, may be corrected with the endorsement of the City
Administrator without the need to come before the Board of Alderman.

Section 3. This Ordinance shall be in full force and effect from and after its passage and
approval.

READ TWICE AND PASSED by the Board of Aldermen of the City of Odessa,
Missouri, and approved by the Mayor of Odessa this 24th day of October, 2022.

Stephen Wright, Mayor

ATTEST:

APPROVED:

Karen Findora, City Clerk

Stephen Wright, Mayor



PLANNING COMMISSION MEETING AGENDA

Community Building
601 W Main Street
Odessa, Mo 64076

Thursday, October 20, 2022 – 7:00 p.m.

1. **CALL TO ORDER:** Marty McDermed, Chairman
2. **ROLL CALL**
3. **CONSENT AGENDA**

MINUTES: June 16, 2022

4. **PUBLIC HEARING / RE-PLAT/** RP220906-03 / Jennings 4th Addition Phase
 - a. II, A Replat of Lot 69 / 516 Varner Street
 1. Staff Report with attachments
 2. Application with attachments
 3. The City of Odessa Code of Ordinances (by reference)
5. **OTHER BUSINESS-** None

The next scheduled meeting is **Thursday, November 17, 2022**

6. **ADJOURN**

A quorum of Board of Alderman may be in attendance, however no Board votes will be taken.

Agenda posted at the following location:

City Hall, 125 S 2nd Street

City's website

<http://www.cityofodessamo.com/>

Emailed to Odessan

October 14, 2022



PLANNING COMMISSION STAFF REPORT

Meeting Date:	October 20, 2022	Agenda Item: Re-Plat
Case File Number:	RP220906-03	

Project Name: Jennings 4 TH Addition, Phase II, Re-Plat of Lot 69
Type of Application: Re-Plat
Request: Dianna Ehlert

Applicant: Dianna Ehlert
Property Owner: Dianna Ehlert
Engineer: Sisco Land Surveying
Architect: N/A
Attorney: N/A
Location (Address): 516 Varner Street
General Location: Jennings 4th Addition, Phase II,
Area: Jennings 4th Addition, Phase II, Lot 69
Lots: 69 & 2.52 Acres
Existing Zoning: R1
Existing Land Use: N/A
Attachments: Figure 1 & 2
Planning Commission: October 20, 2022
Board of Aldermen:
Planner: Christi Dickey,
Administrative Coordinator

Figure 1. Vicinity Map / General Location Map



Figure 2. Enlarged



PLATTING & LOT SPLIT APPLICATION FORM



City of Odessa, MO ~ 125 S. 2nd Street ~ PO Box 128 ~ Odessa MO 64076 (816) 230-5577 ~ Fax # (816) 633-4985

FILE NO: R P22 0906-03 DATE FILED: 9/6/22 DATE FINISHED: 9/6/22

CLASSIFICATION
LOT SPLIT _____ RE-PLAT +

PLATTING DESCRIPTION
Proposed Subdivision Name Jennings 4th Addition Lot 69
Number of Lots to be created _____ General Location _____

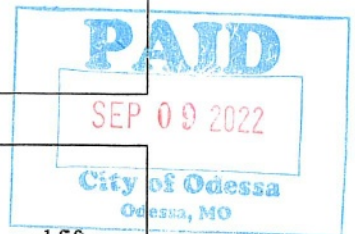
LOT SPLITS ONLY
Lot Number _____ Block Number _____ Subdivision _____

APPLICANTS
Applicant: Dianna J. Ehler Address: [REDACTED]
Relationship to Project: Owner (☒) Agent for Owner () Other () _____
Phone Number [REDACTED] Please Define
Signature [REDACTED]
Applicant: _____ Address: _____
Relationship to Project: Owner () Agent for Owner () Other () _____
Phone Number _____ Please Define
Signature _____ (List any others on back)

SURVEY PLAT PREPARED BY
Name of Land Surveyor: Tom Sisco State Registration Number: PLS2003013130
Address: P.O. Box 84, Lexington MO 64067 Phone No. 816-868-6950 Fax No. _____

DOCUMENTS SUBMITTED WITH THIS APPLICATION
Certificate of Survey

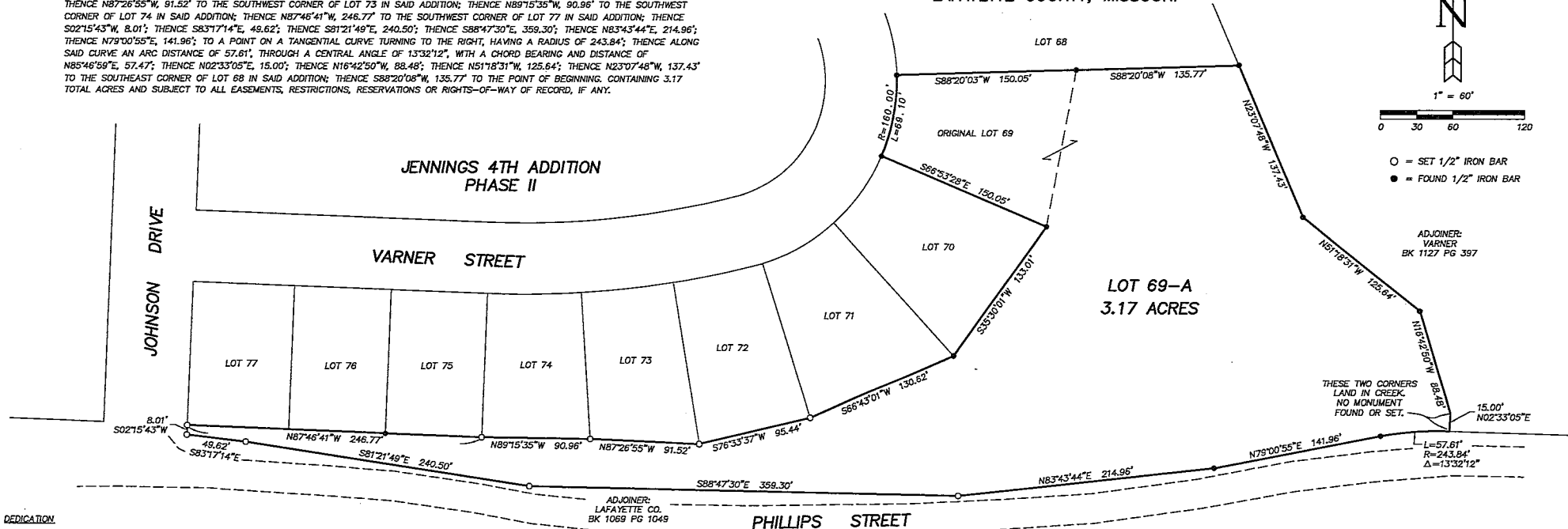
FEE \$ 100.00 DATE PAID 9/6/22 RECEIPT NO. _____
One hundred dollars (\$100.00), plus ten dollars (\$10.00) for the first twenty five (25) lots, plus two dollars and fifty cents (\$2.50) for each additional lot thereafter.



DESCRIPTION

ALL OF LOT 69, IN JENNINGS 4TH ADDITION, PHASE II, IN THE CITY OF ODESSA, LAFAYETTE COUNTY, MISSOURI, AND THAT PART OF THE SW1/4 OF SECTION 6, TOWNSHIP 48 NORTH OF THE BASE LINE, RANGE 27 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF ODESSA, LAFAYETTE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 69, IN JENNINGS 4TH ADDITION, PHASE II, A SUBDIVISION OF RECORD IN THE CITY OF ODESSA; THENCE S10°43'25"W, 133.01' TO THE SOUTHEAST CORNER OF SAID LOT 69; THENCE S33°30'01"W, 133.01' TO THE SOUTHERNMOST CORNER OF LOT 70 IN SAID ADDITION; THENCE S66°43'01"W, 130.82' TO THE SOUTHWEST CORNER OF LOT 71 IN SAID ADDITION; THENCE S76°33'37"W, 95.44' TO THE SOUTHWEST CORNER OF LOT 72 IN SAID ADDITION; THENCE N87°26'55"W, 91.52' TO THE SOUTHWEST CORNER OF LOT 73 IN SAID ADDITION; THENCE N89°15'35"W, 90.96' TO THE SOUTHWEST CORNER OF LOT 74 IN SAID ADDITION; THENCE N87°46'41"W, 248.77' TO THE SOUTHWEST CORNER OF LOT 77 IN SAID ADDITION; THENCE S02°15'43"W, 8.01' TO THE SOUTHWEST CORNER OF LOT 74 IN SAID ADDITION; THENCE S87°17'14"E, 49.62'; THENCE S81°21'49"E, 240.50'; THENCE N89°15'35"W, 90.96'; THENCE N87°26'55"W, 91.52'; THENCE S76°33'37"W, 95.44'; THENCE S66°43'01"W, 130.82'; THENCE S33°30'01"W, 133.01' TO A POINT ON A TANGENTIAL CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 243.84'; THENCE ALONG SAID CURVE AN ARC DISTANCE OF 57.61', THROUGH A CENTRAL ANGLE OF 1°33'12", WITH A CHORD BEARING AND DISTANCE OF N85°46'58"E, 57.47'; THENCE N02°33'05"E, 15.00'; THENCE N16°42'50"W, 88.48'; THENCE N51°18'31"W, 125.64'; THENCE N23°07'48"W, 137.43' TO THE SOUTHEAST CORNER OF LOT 69 IN SAID ADDITION; THENCE S88°20'08"W, 135.77' TO THE POINT OF BEGINNING, CONTAINING 3.17 TOTAL ACRES AND SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY OF RECORD, IF ANY.

JENNINGS 4TH ADDITION, PHASE II, A REPLAT OF LOT 69 IN THE SW1/4 SECTION 6, T48N, R27W, CITY OF ODESSA, LAFAYETTE COUNTY, MISSOURI



DEDICATION

STREETS, ROADS AND THOROUGHFARES SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR PUBLIC USE ARE HEREBY SO DEDICATED. EASEMENTS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED FOR THEIR DESIGNATED USE ARE HEREBY SO DEDICATED.

THE UNDERSIGNED PROPRIETOR(S) OF THE ABOVE DESCRIBED TRACT HAVE CAUSED THE SAME TO BE SUBDIVIDED IN THE MANOR SHOWN HEREON, WHICH SUBDIVISION SHALL BE KNOWN AS "JENNINGS ADDITION, PHASE II, A REPLAT OF LOT 69" AND SHALL CONSIST OF ONE (1) LOT.

IN TESTIMONY WHEREOF, DIANNA J. EHLERT HAS SUBSCRIBED HER NAME

THIS _____ DAY OF _____, 2022.

DIANNA J. EHLERT

STATE OF MISSOURI }
COUNTY OF LAFAYETTE }

ON THIS _____ DAY OF _____, 2022, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED DIANNA J. EHLERT, KNOWN TO ME TO BE THE PERSON(S) WHO EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES HEREIN STATED.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

ACKNOWLEDGMENTS

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF ODESSA, MISSOURI, PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2022.

CHAIRPERSON

SECRETARY

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI,

THIS _____ DAY OF _____, 2022.

MAYOR

CITY CLERK

CITY TAX RELEASE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE CITY OF ODESSA AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN FULL FOR 2021 AND ALL PRIOR YEARS.

CITY OF ODESSA
CITY CLERK

DATE

COUNTY TAX RELEASE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES LEVIED BY THE COUNTY OF LAFAYETTE AGAINST THE REAL ESTATE DESCRIBED ON THIS PLAT HAVE BEEN PAID IN FULL FOR 2021 AND ALL PRIOR YEARS.

COLLECTOR OF REVENUE
LAFAYETTE COUNTY, MISSOURI

DATE

NOTES

1. THE WORDS "CERTIFY" OR "CERTIFICATION", AS SHOWN AND USED HEREON, MEANS AN EXPRESSION OR PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
2. DECLARATION IS MADE TO THE PARTIES NAMED HEREON AND IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
3. BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, AS DEVELOPED FROM GPS OBSERVATIONS.
4. RECORDED DEED INFORMATION FOR THE SURVEYED TRACT CAN BE FOUND IN BOOK 861 PAGE 672 AND DOCUMENT 2013D05007.
5. NO INVESTIGATION OR INDEPENDENT SEARCH HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
6. THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS (20 CSR 2030-16.040).
7. THE LOCATION AND/OR EXISTENCE OF UTILITY SERVICE LINES TO THE SUBJECT PROPERTY ARE UNKNOWN AND ARE NOT SHOWN.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MISSOURI, AND THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CURRENT "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (20 CSR 2030-16), ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS. IF THIS DOCUMENT DOES NOT HAVE AN EMBOSSED SEAL AND A STAMP IN RED INK, IT SHOULD BE ASSUMED TO CONTAIN UNAUTHORIZED ALTERATIONS.

SISCO LAND SURVEYING, LLC

PO BOX 84
LEXINGTON, MO 64067
PHONE (816) 868-6950
siscolandsurveying@gmail.com
MISSOURI STATE CERTIFICATE
OF AUTHORITY #2013006653

THOMAS G. SISCO
MO P.L.S. 2003013180

SURVEY
FOR:

DIANNA EHLERT
516 VARNER STREET
ODESSA, MO 64076

DATE:

OCTOBER 3, 2022

PROJECT #:

SLS-22-115A

RECORDER OF DEEDS

SEAL