



PO Box 128 • 125 S Second • Odessa, MO 64076

Phone: (816) 230-5577 • Fax: (816) 633-4985 • www.cityofodessamo.com

NOTICE OF OPEN MEETINGS

NOTICE is hereby given to all citizens and parties in interest that the Odessa Board of Aldermen will meet for a Regular Session Meeting at 7:00 p.m. on Monday, July 26, 2021.

Please click the link below to join the webinar:

<https://zoom.us/j/95109749357?pwd=cDJKSERWRjNXRk5EbFpxbXpFUG9EZz09>

Passcode: 178394

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

<https://www.facebook.com/odessamissouri>

CALL TO ORDER

Mayor Stephen Wright

PLEDGE OF ALLEGIANCE

Mayor Stephen Wright

ROLL CALL

City Clerk Peggy Eoff

WELCOME TO VISITORS

Mayor Stephen Wright

CONSENT AGENDA

Approval of Minutes

- July 12, 2021 – Regular Session

Community Development Report (Info Only)

MAYOR'S REPORT

ALDERMEN REPORTS

PUBLIC COMMENTS

OLD BUSINESS

NEW BUSINESS

New Employee Introductions

New Employee Introductions

Josh Thompson, Chief of Police

Troy Woutzke, Electric Superintendent

Discussion

Memorial Bench Placement (Curtis Lewis Family)

Nici Wilson, City Administrator

Discussion
Request for Right-of-Way (ROW) vacates

Portions of Crews Street
Tom and Michelle Ferguson (401 E Orchard St)
Rodney Holmes (400 E Orchard St)
Alley between S Connor St and S Russell St
Gregson / Fizer (207 S Connor St)

Discussion
Water Tower Painting

Logo Placement on the city water tower

Resolution No. 2021-14
Re-finance Wastewater Bonds

Presentation by municipal financial advisor, Joey McLiney (McLiney and Co.) to amend the 2014 and 2015 Missouri DNR Direct Loan (SRF) to refinance and extend the payment schedule
Nici Wilson, City Administrator
Joey McLiney, Municipal Financial Advisor

Resolution No. 2021-15
Computer Lease Agreement

Computer Lease Agreement - VAR Technology Finance
Shawna Davis, Finance Director
Josh Thompson, Chief of Police

Bill No. 2021-21
(1st & 2nd Reading)
Re-plat Lots 54 and 55
Centennial Hills

A proposed ordinance of the City of Odessa re-platting property in accordance with Chapter 50, Zoning Regulations, of the Code of Ordinances
Nici Wilson, City Administrator

Adjourn to Closed Session

Pursuant to RSMO 610.021 (1) Legal actions, causes of action, litigation, or confidential attorney/client communication
Pursuant to RSMO 610.021 (3) Personnel

Adjourn

Upcoming Schedule:

July 26, 2021 – Board of Aldermen Regular Session – 7:00 pm Community Building
July 27, 2021 – Parks Board Meeting – 7:00 pm Community Building
August 9, 2021 – Board of Aldermen Regular Session – 7:00 pm Community Building
August 17, 2021 – Municipal Court – 1:30 pm Community Building
August 19, 2021 – Planning & Zoning Commission Regular Session - 7:00 pm Community Building

ELECTED OFFICIALS

	Mayor Stephen Wright	steve.wright@cityofodessamo.com	(816) 918-6634
Ward 1	Alderman Mickey Starr	mickey.starr@cityofodessamo.com	(816) 260-8448
Ward 1	Alderman Steve Lockhart	steve.lockhart@cityofodessamo.com	(816) 263-3939
Ward 2	Alderman Ron Finn	ronald.finn@cityofodessamo.com	(816) 564-9709
Ward 2	Alderman Bryan Barner	bryan.barner@cityofodessamo.com	(816) 985-0361
Ward 3	Alderman Ray Harves	ray.harves@cityofodessamo.com	(816) 524-6311
Ward 3	Alderman Mike Stevens	mike.stevens@cityofodessamo.com	(816) 674-6222

Posted July 23, 2021
Copies of this agenda may be obtained by contacting:
Peggy Eoff, City Clerk
Phone: (816) 230-5577 | Fax: (816) 633-4985 | www.cityofodessamo.com

**City of Odessa Board of Aldermen
Odessa Community Building | 601 W. Main Street
Regular Meeting ~ July 12, 2021 | 7:00 pm
Meeting Minutes**

CALL TO ORDER

Mayor Stephen Wright called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Stephen Wright led the Pledge of Allegiance.

ROLL CALL

City Clerk, Peggy Eoff, called the roll.

Mayor Stephen Wright	Present		
Alderman Mike Stevens	Present	Alderman Steve Lockhar	Present
Alderman Mickey Starr	Present	Alderman Ray Harves	Present
Alderman Ronn Finn	Absent	Alderman Bryan Barner	Present

OTHERS IN ATTENDANCE

City Staff: Peggy Eoff – City Clerk, Nici Wilson – City Administrator,
Josh Thompson – Police Chief, Shawna Davis – Finance Director, Troy Woutzke –
Electric Superintendent Darrin Lamb – Water/Street Superintendent, Jeff Deane –
City Attorney

Public: Hannah Spaar – The Odessan, Adam Couch, Laura Sanders

WELCOME

Mayor Stephen Wright welcomed visitors.

APPROVAL OF CONSENT AGENDA

- Approval of minutes
 - June 28, 2021 – Regular Session
- Financial Reports
- Police Department Report
- Circuit Court Monthly Report
 - Alderman Stevens on behalf of the finance committee thanked the department heads for staying within their budgets so far this fiscal year.

Motion was made by Alderman Stevens, seconded by Alderman Barner, to approve the consent agenda.

Motion carried 5-0.

MAYOR'S REPORT

Mayor Wright thanked the VFW for the July 4th fireworks show, he joined the VFW where the fireworks were shot off noting the work and effort that goes into the event.

ALDERMEN REPORTS

- Alderman Barner thanked Troy and the Electric department for the work they did on the tornado siren at 1st and Phillips Street.

- Alderman Harves congratulated the Police Department of being the 14th safest city in Missouri, based on violent crime reporting.
- Alderman Lockhart heard from a resident who had a large water bill due to meter reading issues. Mayor asked Lockhart to give Wilson the customers address after the meeting, noting that city staff continues to work with the vendor on the issues of the meters that the reads don't transmit to the system. Lockhart also stated that Charles Harvey still has storm water issues and is seeing additional debris. Mayor stated that the city is still looking into this.
- Alderwoman Starr received a call on tall grass, she stated that the Police Department is taking care of the matter.
- Alderman Stevens thanked the VFW on the fireworks show, congratulated the Police Department on the 14th safest city, and thanked the Electric Department for the work in Centennial Hills.

PUBLIC COMMENTS

There were no public comments.

NEW BUSINESS

Street Closure Amendment Request – Puddle Jumper Days

Lynn Medford with the Odessa Car Show requesting a rain date for the car show that is to be held August 7th rain date to be August 8th 1:00 to 6:00, street closure of Dryden Street from 1st Street to 3rd Street, 2nd Street from 4-way to Dryden. Medford noted that he had spoken with the churches within the area that would be closed if the rain date were utilized.

Motion was made by Alderman Stevens, seconded by Alderman Barner.

Motion carried 5-0.

Laura Sanders with the Puddle Jumpers is asking that the street closures during puddle jumpers be extended for East Mason between 2nd & 1st until noon on Sunday, August 8th.

Motion was made by Alderman Stevens, seconded by Alderman Harves

Motion carried 5-0.

Bill No. 2021-17 (1st reading) – Planning & Zoning Commission Qualifications

Mayor Wright read the proposed ordinance amending Section 2-127 of the Odessa Municipal Code regarding the qualifications of appointive officers of the Planning and Zoning Commission

Motion was made by Alderman Stevens, seconded by Alderman Lockhart to approve bill no. 2021-17 first reading.

Discussion:

- Alderman Lockhart asked that you had to live in Missouri for one year and in Odessa one day. Mayor Wright, stated that was correct but that the appointment would need to come to the board to be approved.

Motion carried 5-0.

Bill No. 2021-17 (2nd reading) – Planning & Zoning Commission Qualifications

Mayor Wright read the proposed ordinance amending Section 2-127 of the Odessa Municipal Code regarding the qualifications of appointive officers of the Planning and Zoning Commission

Motion was made by Alderman Harves, seconded by Alderman Barner to approve bill no. 2021-17 second reading.

There was no further discussion.

Roll call vote as follows:

Alderman Stevens	yes	Alderman Lockhart	yes
Alderman Starr	yes	Alderman Harves	yes
Alderman Finn	absent	Alderman Barner	yes

Motion carried 5-0.

Bill No. 2021-17 became Ordinance No. 3041

Bill No. 2021-18 (1st reading) – MODOT Highway Safety Plan Program Agreement

City Administrator Nici Wilson read the proposed ordinance approving a Strategic Highway Safety Plan Program Agreement with the Missouri Highway and Transportation Commission in connection with the Odessa Police Department Patrol Radar Speed Enforcement Program.

Motion was made by Alderman Stevens, seconded by Alderman Barner to approve bill no. 2021-18 first reading.

Let the record show there was no further discussion.

Motion carried 5-0.

Bill No. 2021-18 (2nd reading) – MODOT Highway Safety Plan Program Agreement

City Administrator Nici Wilson read the proposed ordinance approving a Strategic Highway Safety Plan Program Agreement with the Missouri Highway and Transportation Commission in connection with the Odessa Police Department Patrol Radar Speed Enforcement Program.

Motion was made by Alderman Barner, seconded by Alderman Harves to approve bill no. 2021-18 second reading.

There was no further discussion.

Roll call vote as follows:

Alderman Stevens	yes	Alderman Lockhart	yes
Alderman Starr	yes	Alderman Harves	yes
Alderman Finn	absent	Alderman Barner	yes

Motion carried 5-0.

Bill No. 2021-18 became Ordinance No. 3042

Bill No. 2021-19 (1st reading) – School Zone Updates

Mayor Wright read the proposed ordinance amending Chapter 46 (Traffic and Vehicles), Article IV (Driving Rules), Division 4 (Speed Limits) of the Code of Ordinances

Motion was made by Alderman Starr, seconded by Alderman Harves to approve bill no. 2021-19 first reading.

Discussion:

- Alderman Lockhart stated that 15 miles is pretty slow.
- Alderman Stevens said that this just expands out the footprint of the school zone. The speed is currently 15 and no changes to that are being recommended.

➤ Mayor stated that also due to the children walking.
Motion carried 5-0.

Bill No. 2021-19 (2nd reading) – School Zone Updates

Mayor Wright read the proposed ordinance amending Chapter 46 (Traffic and Vehicles), Article IV (Driving Rules), Division 4 (Speed Limits) of the Code of Ordinances

Motion was made by Alderman Barner, seconded by Alderman Stevens to approve bill no. 2021-19 second reading.

There was no further discussion.

Roll call vote as follows:

Alderman Stevens	yes	Alderman Lockhart	yes
Alderwoman Starr	yes	Alderman Harves	yes
Alderman Finn	absent	Alderman Barner	yes

Motion carried 5-0.

Bill No. 2021-19 became Ordinance No. 3043

Bill No. 2021-20 (1st reading) – Missouri Helmet Law Updates

Mayor Wright read the proposed ordinance amending Section 46-520 of the Odessa Municipal Code relating to the regulation of protective headgear when riding a motorcycle or motortricycle

Motion was made by Alderman Stevens, seconded by Alderman Barner to approve bill no. 2021-20 first reading.

Discussion:

- Alderman Lockhart stated that this does not allow police to stop a motorcyclist to check for insurance. Chief Josh Thompson noted that similar to the seatbelt law, the stop would only occur if a traffic law is broke; failing to stop at a stop sign, speeding, no turn signal, etc. and then during the stop an insurance requirement check could be completed. Officers will not be stopping just to check compliance with the helmet law.
- Alderman Harves said that he is disappointed that motorcyclist should be protecting themselves.

Motion carried 5-0.

Bill No. 2021-20 (2nd reading) – Missouri Helmet Law Updates

Mayor Wright read the proposed ordinance amending Section 46-520 of the Odessa Municipal Code relating to the regulation of protective headgear when riding a motorcycle or motortricycle

Motion was made by Alderwoman Starr, seconded by Alderman Barner to approve bill no. 2021-20 second reading.

There was no further discussion.

Roll call vote as follows:

Alderman Stevens	yes	Alderman Lockhart	yes
Alderwoman Starr	yes	Alderman Harves	yes
Alderman Finn	absent	Alderman Barner	yes

Motion carried 5-0.

Bill No. 2021-20 became Ordinance No. 3044

Adjourn

There being no further business to come before the Board of Alderman, motion was made by Alderman Stevens, seconded by Alderman Barner to adjourn the meeting at 7:22 p.m.
Motion carried 5-0.

Approved: _____

Stephen L. Wright, Mayor

Peggy Eoff, City Clerk

DRAFT



COMMUNITY PLANNING & DEVELOPMENT

Planning | Zoning | Building Inspections

125 S. 2nd St. Odessa, MO 64076 - (816) 230-5577 - Fax (816) 633-4985

June 12th - July 19th, 2021

Total Building Permits Issued YTD in 2021: 113

Permits Issued in 2020: 35

Current Projects

Twelve new homes have broken ground with the footings poured in Hunter View Subdivision, They are: 1002 Fox Trot Dr., 1003 Fox Trot Dr., 1004 Fox Trot Dr., 1005 Fox Trot Dr., 1006 Fox Trot Dr., 1007 Fox Trot Dr., 1008 Fox Trot Dr., 1009 Fox Trot Dr., 1008 S. 9th St., 1021 Remington Dr., 1023 Remington Dr. and 311 S. 4th Street.

In their various stages of construction are: 1019 Remington Drive, 917 W. Dryden, 108 E Mason, 332 A E Mason, 507 S 2nd St, 314 E. Benning.

Conducted the following inspections: with IBTS.

Building ~ 13

Electrical (ground and top roughs, service) ~ 3

Plumbing (top / ground rough/waterline) ~ 3

Sewer ~ 1

Sign ~ 1

Demolition ~ 1

HVAC ~ 1

Driveway~1

Final / Occupancy ~ 917 W Dryden

6/10: Construct all packets for Planning & Zoning meeting, delivered to members.

6/12: Completed Business License Inspections, check for Emergency Lighting, Exit Signs and Fire Extinguishers.

6/30: Plan review for new construction of 1021 Remington Dr. and 1023 Remington Dr.

7/6: Construct all packets for Planning & Zoning meeting, delivered to members.

7/12: Processed paper work for Re-plat of Lots 54 & 55 in Centennial Hills.

7/15: Set up and attended Planning & Zoning Meeting.

Planning & Zoning

The June 17th P & Z meeting was cancelled.

Next meeting is scheduled for July 15th, 2021: Items for discussion:

- Zoning Text Amendments for Industrial Zoning Districts.
- Re-Plat ~ Lots 54 & 55 of Centennial Hills Subdivision.
- Preliminary Plat ~ Pine Creek Town Homes ~ 510 N. Johnson Dr.

Christi Dickey
Community Planning & Development



City of Odessa

125 S Second Street • PO Box 128 • Odessa, MO 64076
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MEMO

To: Mayor Steve Wright and Board of Aldermen

From: Nici Wilson, City Administrator

Date: July 23, 2021

RE: Curtis Lewis Memorial Bench

I have met with Debbie Lewis, Curtis Lewis' mom, ahead of the board meeting. The family is looking to purchase a five (5) foot bench that is made of a maintenance free recycled plastic material. It will be green with a black frame, weighing approximately 101 pounds. Additionally, they will be purchasing the surface mount kit so it will be secured to the sidewalk. It is their request to place the bench on the sidewalk on the east side of the downtown location of the Bank of Odessa. The family has discussed this with the bank and they have no concerns. I have spoken to our insurance company and while there is never zero risk with anything, with the bench being secured to the sidewalk, the liability risk is minimal. The city will remove the bench during sidewalk construction.

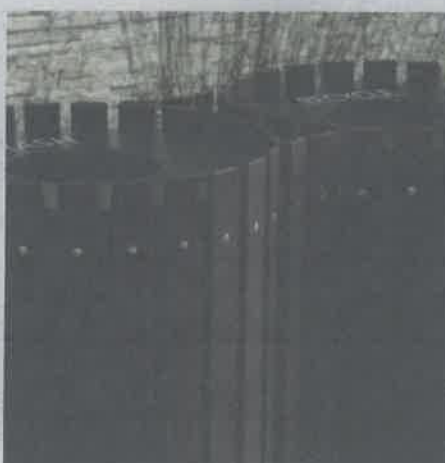
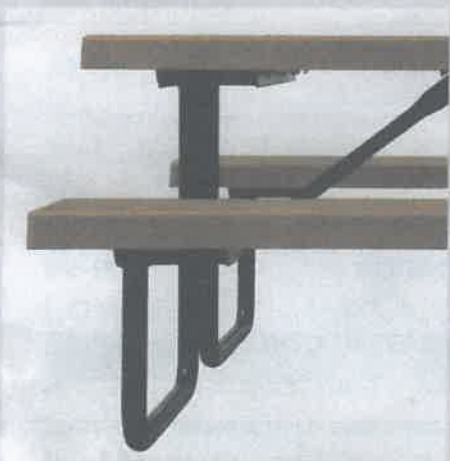
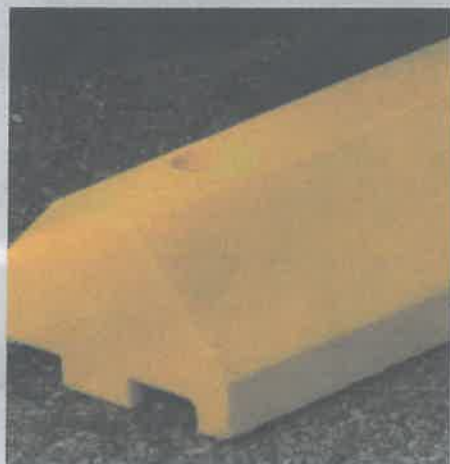
Respectfully,

Nici Wilson
City Administrator



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Custom Inlay Benches

\$788.85

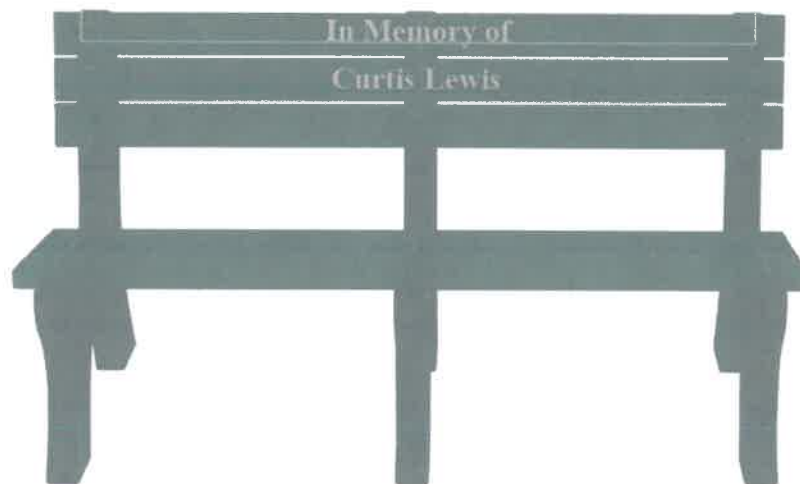


ADD TO CART

-

1

+



PRODUCT OVERVIEW



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Surface Mount Kit for Benches - (2) 4.5" brackets and (2) 3" brackets

\$48.85

SAVE 20% (6)



IN STOCK
READY
TO SHIP

PRODUCT OVERVIEW



★★★★★ 35 REVIEWS

Product Details

DESCRIPTION

- Permanent mounting solution for portable benches.
-



City of Odessa

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MEMO

To: Mayor Steve Wright and Board of Aldermen
From: Nici Wilson, City Administrator
Date: July 22, 2021
RE: Request for Right-of-Way (ROW) vacating

The City has received three separate requests for the vacating of portions of city right-of-ways. In all requests, the city has communicated with our legal counsel for guidance.

For fourth-class cities, vacating of streets is governed by § 88.673 RSMo. This section merely says that a city has the power to vacate streets, but does not set out any specific procedure for doing so. Some cities have adopted ordinances setting out the procedure that they use. Odessa does not have any such ordinance. Some cities as part of this process will have a public hearing, but again, that is up to the city, it is not required. There are some items that you want to be sure of before you agree to vacate any ROW.

- Will the city need this ROW at some point in the future?
- If the ROW is vacated, will any lots be left without road access?
- Are there now, or might there in the future, be any utilities using this ROW, such as sewer, water, electric, gas, telephone, fiber optic?

If the answers to those questions are “no”, then you can proceed with the vacation. In any event, vacation is a purely voluntary act of the city and the city can never be compelled to give up its ROW. If the Board chooses to move forward, the city would retain any existing utility easements within these ROW’s.

On the same note, even if someone has been using the ROW, mowing it, paving it, parking on it, even building a structure on it, the city never loses its ROW. For private property, occupying someone else’s property for 10 years means that such property is now yours through “adverse possession.” However, adverse possession does not work against cities. I point that out because it appears that several of the streets and alleys described here have been paved by someone.

When ROW is vacated, it “reverts” to the landowners on either side. In that respect, a city can generally not “sell” ROW. The exception would be if the ROW was acquired by deed, rather than dedicated on a plat. In these cases it appears that they were dedicated on a plat.

Request No. 1 - Ferguson

The Fergusons own both sides of the ROW in question. Therefore, it would revert to them, one-half to each lot. Since both lots have structures, a survey would have to be done to divide up the street and assign the property to each lot. It appears that there is currently a long driveway from Dryden Street down to the Ferguson property. I would think that part of the deal would be that they cease using that and access only from their property. The "northern" half block has to remain a public ROW because it is the only access for Lot 16.

Request No. 2 - Holmes

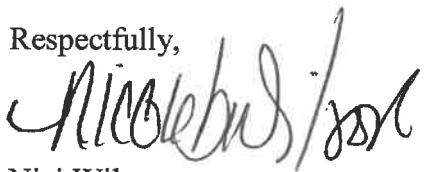
The Holmes own the east side of Crews Street. Currently they as well as the neighbors to the west utilize the Crews ROW to access accessory buildings behind their residential structure.

Request No. 3 - Gregson / Fizer

This one is more complicated for several reasons. First, the alley is being used by Lot 69. They are using it for parking, but that is not prohibited. Secondly, Lots 66 and 69 would get half of this alley, perhaps Lots 64 and 71 as well. So, it would not be a simple vacation. From what I can see, Lot 66 would then be cut off.

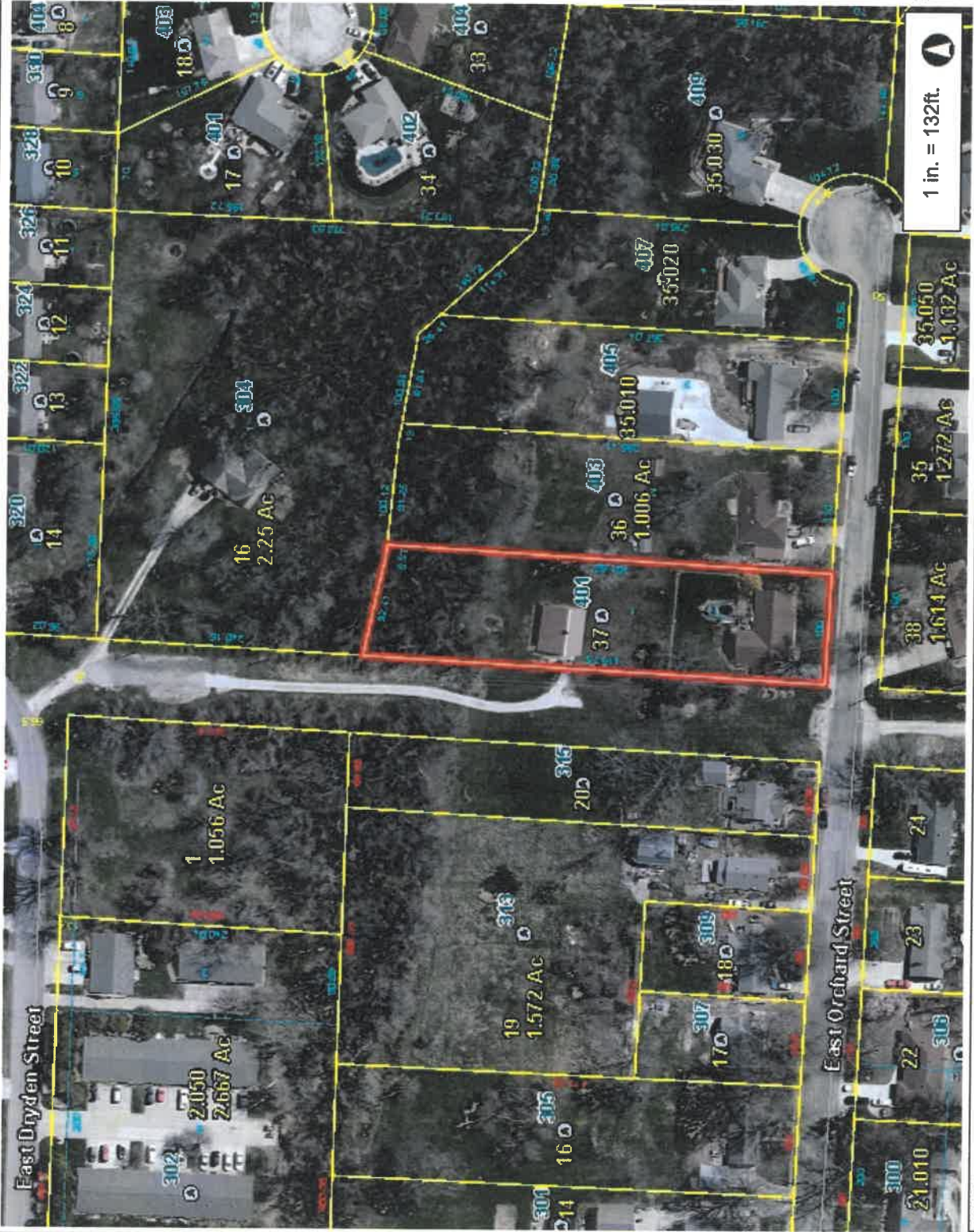
Staff would like direction from the Board as to their thoughts on these requests and how and if they desire to proceed.

Respectfully,

A handwritten signature in black ink, appearing to read "Nici Wilson" followed by a stylized flourish or initials.

Nici Wilson
City Administrator

Lafayette County, MO



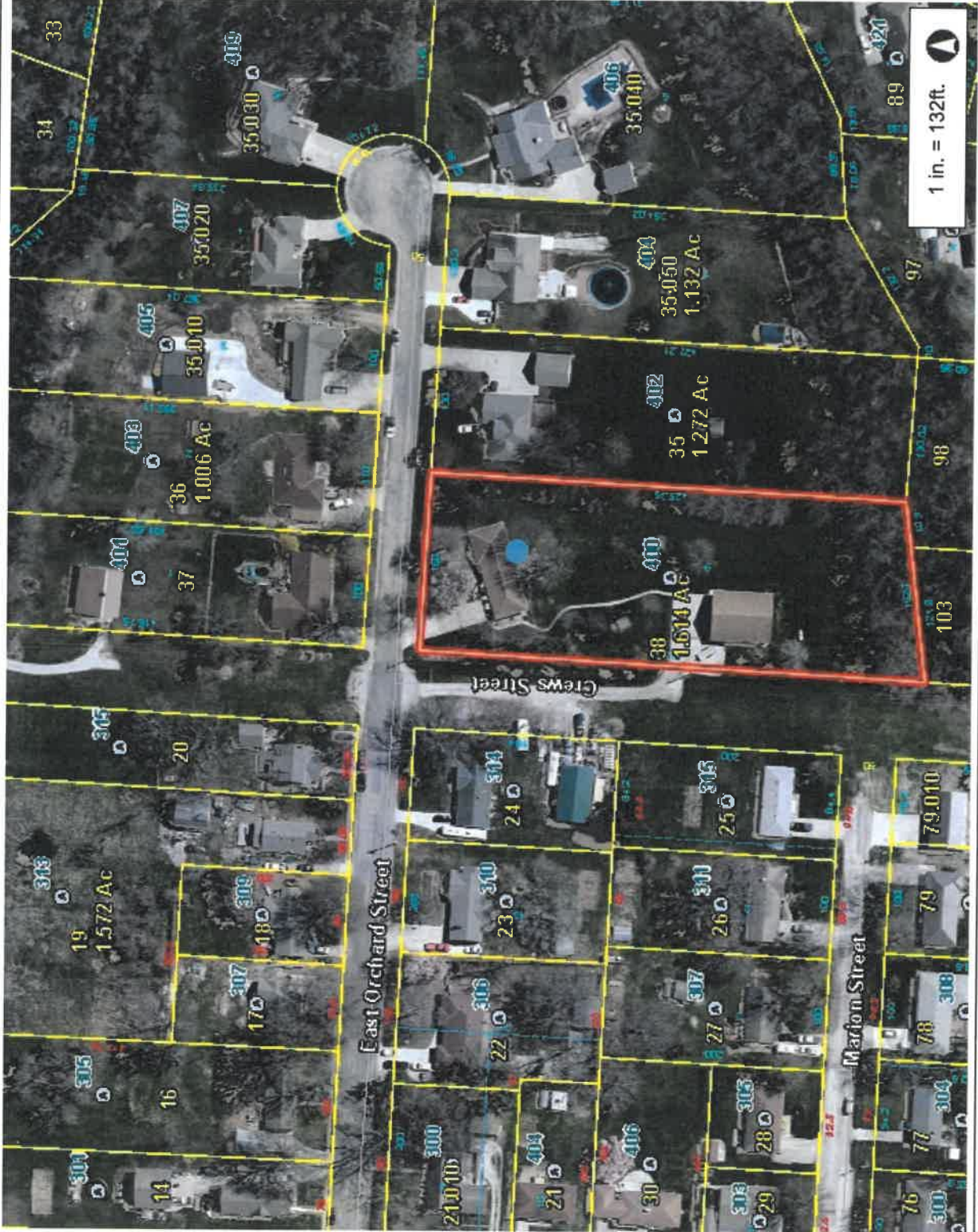
Notes

Request No. 1
Tom and Michelle Ferguson
401 E Orchard Street
315 E Orchard Street

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Lafayette County, MO



1 in. = 132 ft.

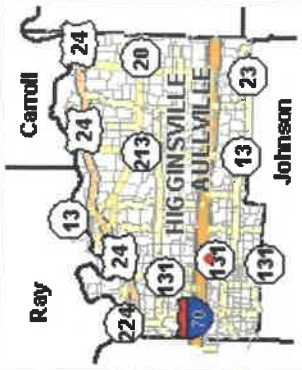


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Legend

- Address Point
- Railroad
- Road
- Interstate
- United States Highway
- State Highway
- State Route
- Parcel
- Original Lot
- Water Boundary
- County Boundary



Notes

Request No. 2
Rodney Holmes
400 E Orchard Street

Lafayette County, MO



Notes

Request No. 3
Gregson/Fizer
207 S Connor Street

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BOARD OF ALDERMEN ACTION REPORT

ISSUE: Maintenance and painting of the water tower

ACTION REQUESTED: Discussion and decision of the Board of Aldermen as to the design to be completed on the water tower as part of the routing maintenance and painting scheduled.

BACKGROUND:

The city has a maintenance contract on the water tower that includes the tower being painted as needed to ensure the safety and overall condition of this asset. The tower is scheduled to be painted this summer. Staff is looking for direction from the Board as to the design to be painted on the tower. It is our recommendation to use the logo implemented with our website launch. As previously discussed, the water tower is one of our key advertising components of our community. It can be seen from significant distances with its high elevation location. As always, it is our desire to put our best foot forward in telling our story and ensuring a recognizable and fresh depiction of the community. Following the painting of the water tower, the new lights that were purchased in last year's budget will be installed.


FINANCIAL CONSIDERATIONS:

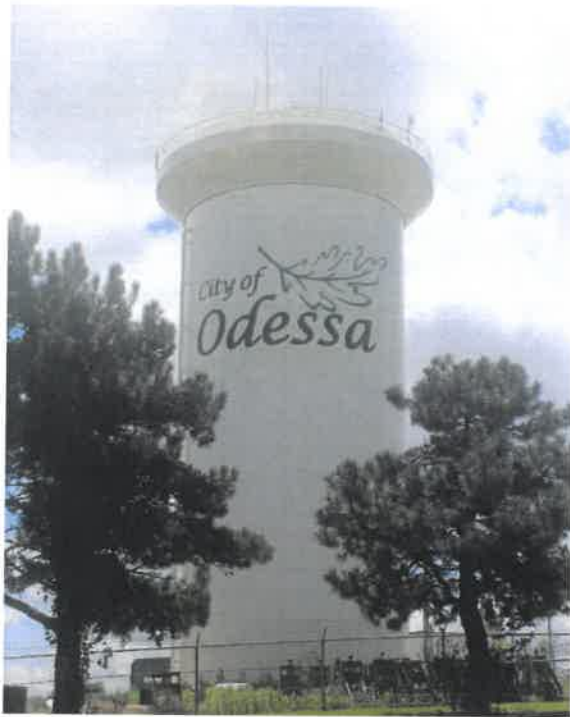
ATTACHMENTS:

Image example

RECOMMENDED BY:

DATE: 07/22/2021


Darrin Lamb, Water Superintendent
Nici Wilson, City Administrator





RESOLUTION NO. 2021-14

A RESOLUTION AUTHORIZING THE CITY OF ODESSA, MISSOURI, TO PURSUE AMENDED LOAN AGREEMENTS WITH THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

- WHEREAS,** the City of Odessa (the City) previously entered into loan agreements with the Missouri Department of Natural Resources ("DNR"); and
- WHEREAS,** the City loans with DNR, Series 2014 and Series 2015 (together, "Loans"), were to acquire, construct, improve the wastewater treatment facility and collection system (the "System"); and
- WHEREAS,** the City and the DNR now desire to refinance the Loans to achieve annual debt service savings; and
- WHEREAS,** the City Administrator was previously authorized to secure favorable terms and conditions for the refinancing.
- WHEREAS,** the City intends to execute an Amended and Restated Loan Agreement (the "Amended Agreement") with revisions to certain terms relating to the length of the new Loans while maintaining the same interest rates.

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

Section 1. The Board of Aldermen hereby instructs the City Administrator to pursue the Amended Loan Agreements. The City's execution and delivery of the Amended Loan Agreement in the form to be delivered, ratified, and approved at a future meeting.

Section 2. The City's amended loan agreement will not exceed the principal amount remaining of Series 2014 of \$7,164,000 and Series 2015 of \$2,683,700.

Section 3. The City hereby approves the refinancing and execution of the new Amended Loan Series 2014 at an interest rate of 1.46%, with interest accruing beginning July 1, 2021 and final payment July 1 2043 and the new Amended Loan Agreement Series 2015, with interest accruing beginning July 1, 2021 and final payment January 1, 2044, with an interest rate of 1.25%. **(Exhibit A)**

Section 4. The City hereby approves and acknowledges the annual fee to be paid to the DNR of 0.50% of the outstanding loan amount.



Section 5. The Board of Aldermen authorizes the City Administrator or Chief Business Official to make payments of the certain cost of issuance in connections with the Amended loan agreement after approval of the new Loan Agreements have been finalized from available funds on hand.

PASSED by the Board of Aldermen of the City of Odessa, Missouri this this 26th day of July 2021.

(SEAL)

Stephen L. Wright, Mayor

ATTEST:

Peggy Eoff, City Clerk

EXHIBIT A

SERIES 2014 AMENDED DEBT SERVICE SCHEDULE

Maturity Dates	Bond Redemptions	Coupon Rate	Interest Amount	Total Debt Service	FY(ends 09/30) Debt Service
1/1/2022	131,000.00	1.46	52,297.20	183,297.20	-
7/1/2022	132,000.00	1.46	51,340.90	183,340.90	366,638.10
1/1/2023	133,000.00	1.46	50,377.30	183,377.30	-
7/1/2023	135,000.00	1.46	49,406.40	184,406.40	367,783.70
1/1/2024	136,000.00	1.46	48,420.90	184,420.90	-
7/1/2024	137,000.00	1.46	47,428.10	184,428.10	368,849.00
1/1/2025	139,000.00	1.46	46,428.00	185,428.00	-
7/1/2025	140,000.00	1.46	45,413.30	185,413.30	370,841.30
1/1/2026	141,000.00	1.46	44,391.30	185,391.30	-
7/1/2026	143,000.00	1.46	43,362.00	186,362.00	371,753.30
1/1/2027	144,000.00	1.46	42,318.10	186,318.10	-
7/1/2027	146,000.00	1.46	41,266.90	187,266.90	373,585.00
1/1/2028	147,000.00	1.46	40,201.10	187,201.10	-
7/1/2028	148,000.00	1.46	39,128.00	187,128.00	374,329.10
1/1/2029	150,000.00	1.46	38,047.60	188,047.60	-
7/1/2029	151,000.00	1.46	36,952.60	187,952.60	376,000.20
1/1/2030	153,000.00	1.46	35,850.30	188,850.30	-
7/1/2030	154,000.00	1.46	34,733.40	188,733.40	377,583.70
1/1/2031	156,000.00	1.46	33,609.20	189,609.20	-
7/1/2031	157,000.00	1.46	32,470.40	189,470.40	379,079.60
1/1/2032	159,000.00	1.46	31,324.30	190,324.30	-
7/1/2032	161,000.00	1.46	30,163.60	191,163.60	381,487.90
1/1/2033	162,000.00	1.46	28,988.30	190,988.30	-
7/1/2033	164,000.00	1.46	27,805.70	191,805.70	382,794.00
1/1/2034	165,000.00	1.46	26,608.50	191,608.50	-
7/1/2034	167,000.00	1.46	25,404.00	192,404.00	384,012.50
1/1/2035	169,000.00	1.46	24,184.90	193,184.90	-
7/1/2035	170,000.00	1.46	22,951.20	192,951.20	386,136.10
1/1/2036	172,000.00	1.46	21,710.20	193,710.20	-
7/1/2036	174,000.00	1.46	20,454.60	194,454.60	388,164.80
1/1/2037	175,000.00	1.46	19,184.40	194,184.40	-
7/1/2037	177,000.00	1.46	17,906.90	194,906.90	389,091.30
1/1/2038	179,000.00	1.46	16,614.80	195,614.80	-
7/1/2038	180,000.00	1.46	15,308.10	195,308.10	390,922.90
1/1/2039	182,000.00	1.46	13,994.10	195,994.10	-
7/1/2039	184,000.00	1.46	12,665.50	196,665.50	392,659.60
1/1/2040	186,000.00	1.46	11,322.30	197,322.30	-
7/1/2040	188,000.00	1.46	9,964.50	197,964.50	395,286.80
1/1/2041	189,000.00	1.46	8,592.10	197,592.10	-
7/1/2041	191,000.00	1.46	7,212.40	198,212.40	395,804.50
1/1/2042	193,000.00	1.46	5,818.10	198,818.10	-
7/1/2042	195,000.00	1.46	4,409.20	199,409.20	398,227.30
1/1/2043	197,000.00	1.46	2,985.70	199,985.70	-
7/1/2043	212,000.00	1.46	1,547.60	213,547.60	413,533.30
Total	7,164,000.00	-	1,260,564.00	8,424,564.00	8,424,564.00

Dated Date: 7/1/21

SERIES 2015 AMENDED DEBT SERVICE SCHEDULE

Maturity Dates	Bond Redemptions	Coupon Rate	Interest Amount	Total Debt Service	FY(ends 09/30) Debt Service
1/1/2022	49,000.00	1.25	16,773.13	65,773.13	-
7/1/2022	49,400.00	1.25	16,466.88	65,866.88	131,640.01
1/1/2023	49,900.00	1.25	16,158.13	66,058.13	-
7/1/2023	50,300.00	1.25	15,846.25	66,146.25	132,204.38
1/1/2024	50,800.00	1.25	15,531.88	66,331.88	-
7/1/2024	51,200.00	1.25	15,214.38	66,414.38	132,746.26
1/1/2025	51,600.00	1.25	14,894.38	66,494.38	-
7/1/2025	52,100.00	1.25	14,571.88	66,671.88	133,166.26
1/1/2026	52,600.00	1.25	14,246.25	66,846.25	-
7/1/2026	53,000.00	1.25	13,917.50	66,917.50	133,763.75
1/1/2027	53,500.00	1.25	13,586.25	67,086.25	-
7/1/2027	53,900.00	1.25	13,251.88	67,151.88	134,238.13
1/1/2028	54,400.00	1.25	12,915.00	67,315.00	-
7/1/2028	54,900.00	1.25	12,575.00	67,475.00	134,790.00
1/1/2029	55,400.00	1.25	12,231.88	67,631.88	-
7/1/2029	55,900.00	1.25	11,885.63	67,785.63	135,417.51
1/1/2030	56,300.00	1.25	11,536.25	67,836.25	-
7/1/2030	56,800.00	1.25	11,184.38	67,984.38	135,820.63
1/1/2031	57,300.00	1.25	10,829.38	68,129.38	-
7/1/2031	57,800.00	1.25	10,471.25	68,271.25	136,400.63
1/1/2032	58,300.00	1.25	10,110.00	68,410.00	-
7/1/2032	58,900.00	1.25	9,745.63	68,645.63	137,055.63
1/1/2033	59,400.00	1.25	9,377.50	68,777.50	-
7/1/2033	59,900.00	1.25	9,006.25	68,906.25	137,683.75
1/1/2034	60,400.00	1.25	8,631.88	69,031.88	-
7/1/2034	60,900.00	1.25	8,254.38	69,154.38	138,186.26
1/1/2035	61,500.00	1.25	7,873.75	69,373.75	-
7/1/2035	62,000.00	1.25	7,489.38	69,489.38	138,863.13
1/1/2036	62,600.00	1.25	7,101.88	69,701.88	-
7/1/2036	63,100.00	1.25	6,710.63	69,810.63	139,512.51
1/1/2037	63,700.00	1.25	6,316.25	70,016.25	-
7/1/2037	64,200.00	1.25	5,918.13	70,118.13	140,134.38
1/1/2038	64,800.00	1.25	5,516.88	70,316.88	-
7/1/2038	65,300.00	1.25	5,111.88	70,411.88	140,728.76
1/1/2039	65,900.00	1.25	4,703.75	70,603.75	-
7/1/2039	66,500.00	1.25	4,291.88	70,791.88	141,395.63
1/1/2040	67,100.00	1.25	3,876.25	70,976.25	-
7/1/2040	67,700.00	1.25	3,456.88	71,156.88	142,133.13
1/1/2041	68,300.00	1.25	3,033.75	71,333.75	-
7/1/2041	68,800.00	1.25	2,606.88	71,406.88	142,740.63
1/1/2042	69,500.00	1.25	2,176.88	71,676.88	-
7/1/2042	70,100.00	1.25	1,742.50	71,842.50	143,519.38
1/1/2043	70,700.00	1.25	1,304.38	72,004.38	-
7/1/2043	71,300.00	1.25	862.50	72,162.50	144,166.88
1/1/2044	66,700.00	1.25	416.88	67,116.88	67,116.88
Total	2,683,700.00	-	409,724.51	3,093,424.51	3,093,424.51

Dated Date: 7/1/2021



P.O. Box 128 • 125 S. Second • Odessa, MO 64076

Phone: (816) 230-5577 • Fax: (816) 633-4985 • cityofodessamo.com

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Purchase Approval – Computer Lease Agreement for the Odessa Police Department and Odessa City Hall

ACTION REQUESTED: Motion/Second to approve Resolution No. 2021-15, approving the lease agreement with VAR Technology Finance and CDW-G to lease 6 Dell laptop computers and 11 Panasonic Toughbooks.

BACKGROUND:

Included in the previous fiscal year's budget were funds to allow for a computer/technology upgrade for City Hall staff. Due to Covid-19, the upgrade was not able to take place. The approval of this lease will allow for 6 Dell Laptops for City Hall and 11 Panasonic Toughbooks for Odessa Police Department (OPD) to be obtained and leased for 36 months with a hardware upgrade at the end of the lease. By leasing these computers, it allows the City of Odessa to more efficiently budget for current and future technology needs by avoiding upfront purchases in a single fiscal year, as well as, ensure that we do not fall behind on rapidly changing technological advancements. With the phase out of Microsoft 10, this will also ensure that large expenses will not have to occur to upgrade these computers at that time when Microsoft 10 becomes obsolete. We have learned many lessons after the Covid-19 pandemic and one of those lessons was the need for flexibility for employees and staff. By moving from desktops to laptops for all City Hall staff we can ensure that, if needed, staff have the ability to safely telecommute in times of dire need. The Panasonic Toughbooks provide durability and flexibility for OPD staff to transport their work to vehicles and office with ease allowing for versatility, mobility and efficiency of their work.

FINANCIAL CONSIDERATIONS:

The monthly lease amount for City Hall is \$170.89 and the monthly lease amount for OPD is \$1,311.12. During the next 3 years, the monthly lease payments will be covered by the Covid-19 American Rescue Plan Act funds received by the City of Odessa. This will allow the City time to gradually budget the cost difference into the City Hall and Police Department operating budget.

ATTACHMENTS: Resolution No. 2021-15
Master Lease Agreement

RECOMMENDED BY:

Shawna Davis, Finance Director

DATE: 07/26/2021



RESOLUTION NO. 2021-15

**RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING
THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH VAR TECHNOLOGY
FINANCE FOR COMPUTERS FOR ODESSA POLICE DEPARTMENT AND ODESSA
CITY HALL.**

- WHEREAS,** VAR Technology Finance offers 25 years of experience providing innovative technology leasing and finance solutions designed for the specific needs of organizations, and;
- WHEREAS,** VAR Technology Finance is dedicated to helping organizations conserve capital, preserve credit and simplify budgets, and;
- WHEREAS,** VAR Technology Finance is providing the City of Odessa an alternative that will allow for stability in the operating budget by eliminating the need for computer upgrades in a single fiscal year, and;
- WHEREAS,** the City desires to lease with VAR Technology Finance to ensure we do not continue to fall behind the technological curve that currently exists due to rapidly changing computer and IT advancements, and;
- WHEREAS,** leasing provides City employees the versatility and flexibility to work remotely and portably in times of dire need or simply for everyday duties, whether that be an offsite or onsite meeting, in office, or via vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen for the City of Odessa, Missouri that the Mayor is authorized to execute a lease Agreement with VAR Technology finance for computers for Odessa Police Department and Odessa City Hall.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 26th day of July 2021.

(SEAL)

Stephen L. Wright, Mayor

ATTEST:

Peggy Eoff, City Clerk

MASTER LEASE AGREEMENT



Lessor: VAR Technology Finance
 2330 Interstate 30
 Mesquite, TX 75150
 Phone: (972) 755 8200
 Fax: (972) 755-8210

Lessee (Leasing Customer): City of Odessa
Lessee's Chief Executive Office - Street: 125 S 2nd St,
 City, ST & Zip Code: Odessa, MO, 64076-1245

County:

Lessee Telephone: 816-230-5577

Tax ID#:

Signatures

Lessee has reviewed this page and the rest of this Lease
City of Odessa

Lessor has reviewed this page and the rest of this Lease
VAR Technology Finance (Lessor)

Authorized Signature

Authorized Signature

Stephen Wright

Mayor

Print Name

Title

Date

Print Name

Title

Date

Terms and Conditions

In this Master Lease Agreement (this "Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" "Our" and "Lessor" mean VAR Technology Finance. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. "Schedule" means a schedule, in such form as We may accept in our sole discretion, that may be entered into from time to time by You and Us for a lease transaction pursuant to this Agreement. You acknowledge and agree that this Agreement and each Schedule represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein or in a Schedule (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of a Lease (defined below). This Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Schedule shall be a decision solely within Our discretion. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. Each Schedule executed by You represents Your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated in such Schedule and this Agreement. Each Schedule and the terms of this Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent contract between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. Each Schedule is binding on You as of the date You sign it. You agree that after You sign this Agreement or a Schedule, We may insert or correct any information missing in this Agreement or a Schedule, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment shown in a Schedule by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; RENEWAL. The term of each Lease will begin on the date that the related Schedule is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). With respect to each Lease, unless You have a \$1.00 Purchase Option as indicated in the related Schedule, You shall notify Us in writing at least 90 days but not more than 120 days before the end of a Term (the "Notice Period") that you intend to purchase or return the Equipment at the end of such Term or: (a) the applicable Lease will automatically renew for an additional three-month period (a "Renewal Term") and (b) all terms of such Lease will continue to apply. If You do notify Us in writing within the Notice Period for a given Lease that You intend to purchase or return the related Equipment at the end of the Term of such Lease, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. Each Lease is non-cancellable for the full Term.

3. UNCONDITIONAL OBLIGATION. With respect to each Lease, You agree that: (i) You selected the Equipment and the Supplier based on Your own judgment; (ii) Your obligations under each Lease are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (iii) If You are a party to any maintenance, supplies or other contract with the Supplier, such contract is NOT part of any Lease (even though We may, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier); and (iv) If the Equipment is unsatisfactory or if the Supplier fails to provide any service or fulfill any other obligation to You, You shall continue to fully perform under each Lease.

4. ACCEPTANCE OF EQUIPMENT; PAYMENTS. With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND

UNCONDITIONALLY ACCEPTED BY YOU. If requested, You will sign a separate Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Lease, You agree to pay a prorated Payment for the period from the date the Equipment is delivered to You until the Commencement Date of such Lease. This prorated payment will be based on the Payment shown in the related Schedule prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period for a given Lease, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment due under the related Schedule, and (ii) applicable taxes and other charges provided for in the Lease. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay under a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations under the applicable Lease. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or maximum amount permitted by law if less). You shall pay Us a returned check or non-sufficient funds charge of \$35.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that each Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the applicable Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY, LOCATION, OWNERSHIP; USE AND MAINTENANCE OF EQUIPMENT.

We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under the applicable Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property, or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against

all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. With respect to each Lease, You have the choice of satisfying these insurance requirements for a given Lease by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Lease, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment, this Agreement and/or any Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Agreement or any Lease. You agree not to assert against the Assignee any claim, defense or offset You may have against Us. You acknowledge that neither We nor the Supplier are agents of any Assignee.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term of each Lease, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment leased under each Lease. With respect to each Lease, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth in the related Schedule (or as otherwise agreed to). If You so request, and We permit the early termination of a Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of a Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Agreement and each Lease may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. With respect to each Lease, You will be in default if (1) You fail to pay any amount due under any Lease within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant in this Agreement, any Lease or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations under any Lease (i) go out of business, (ii) commence dissolution proceedings, (iii) merge or consolidate into another entity, (iv) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (v) become insolvent, admit Your or their inability to pay Your or their debts, (vi) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), or (vii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator. If You default under a Lease, We may do any or all of the following: (A) cancel such Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due under such Lease, (ii) all remaining Payments for the remainder of the Term of such Lease discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due under such Lease to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed

for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of the applicable Lease, including Your obligation to make Payments and pay all other amounts due thereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement and each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if We assign this Agreement or a Lease, the laws of the state of the Assignee's principal place of business, and any dispute concerning this Agreement or a Lease shall be adjudicated in a federal or state court in such state, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder or thereunder. Each provision of this Agreement and each Lease shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision of this Agreement or any Lease is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof or thereof.

14. DOLLAR PURCHASE. This Section only applies to Leases under which You have been granted a \$1.00 Purchase Option, as indicated on the related Schedule. With respect to any such Lease, at the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing under such Lease, if any. You agree that prior to entering into any such Lease, You could have purchased the Equipment from the Supplier for a specific cash amount (the "Cash Price"), but instead You hereby choose and agree to purchase the Equipment by paying the Time Price (as defined herein) over the applicable Initial Term. The Time Price equals the sum of the Payments shown in the related Schedule, plus \$1.00. If the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the Cash Price from the Time Price, (iii) the annual interest rate deemed applicable to such Lease is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments, assuming that each periodic Payment is received by Us on the due date, and (iv) none of the other fees or costs We may charge You pursuant to such Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement or any Lease, and (b) provide Your credit application and information regarding Your account to credit reporting agencies, potential Assignees, the Supplier and parties having an economic interest in this Agreement, a Lease and/or the Equipment. This Agreement and any Schedules, exhibits and other related documents (each a "document") may be executed in counterparts manually or by electronic means, by either party and, when transmitted to Us by fax, electronic or other means, shall be binding on You for all purposes as if manually signed. No document requiring Our signature is binding on Us until We sign it. For purposes of perfection of a security interest in chattel paper under the UCC, only the counterpart of a document that bears Our manually-applied signature and is marked "Original" or with a similar designation by Us or by Our assignee shall constitute "chattel paper" for purposes of perfection by possession, provided that if any document is stored in an electronic medium qualifying as "electronic chattel paper", then the counterpart identified by Us as the single "Authoritative Copy" shall be chattel paper for purposes of perfection by control, and any paper counterpart shall be deemed a copy, except to the extent that a process has occurred by which the electronic record of the chattel paper has been permanently destroyed or identified as being the non-authoritative version and a tangible printed version produced that indicates that it is the sole authoritative version, in which case such tangible version shall constitute the "Original" for purposes of perfection. No security interest in a document can be perfected by possession of any counterpart that is not the "Original", if in tangible form, or by control of the "Authoritative Copy" if in electronic form. For purposes of removing doubt as to the intention of this paragraph, any counterpart marked "Duplicate" or with any other designation identifying it as not being the chattel paper original shall be deemed a copy and possession of such copy shall not perfect any security interest claimed by the person in possession. You waive notice of Our acceptance of the document and receipt of a copy of the originally signed document. Notwithstanding anything herein to the contrary, if You sign or transmit any document to Us electronically, We reserve the right to require You to sign any document manually and to deliver to Us an original of such document containing Your manual signature. Effective on the date that You enter into this Agreement and each Schedule, You hereby represent and warrant to Us that (a) this Agreement and each such Schedule is legally binding and enforceable against You in accordance with its terms and You acknowledge that this representation and warranty is a material inducement to Us to acquire the Equipment to be leased under this Agreement and each Schedule, and (b) You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Customer Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any Customer Representative is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

Lessee has reviewed this page.

Lessee Initials

Addendum to Agreement # , between City of Odessa, as Customer and VAR Technology Finance, as Lessor. The words "you" and "your" refer to Customer. The words we, "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security

interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

VAR Technology Finance

Lessor

Signature

Title

Date

City of Odessa

Customer

X

Signature

Mayor

Title

Date

Exhibit A

Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "**Schedule**") is made and entered into as this day _____ (Date Required) by and between **VAR Technology Finance** (hereinafter "**We**," "**Us**" or "**Our**") and **City of Odessa** (hereinafter "**You**" or "**Your**"). This Schedule is entered into subject to that certain Master Lease Agreement No. _____, dated on or about _____ between You and Us (the "**Master Agreement**"). All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. In the event of a conflict between the terms of this Schedule and the terms of the Master Agreement, the terms of this Schedule shall govern. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the Equipment identified below. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – **INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**

See attached Schedule A

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 310 S 1st St. Odessa, MO 64076-1569

Initial Term: 36 Months

Commencement Date of this Lease: _____ (completed by Us following Our acceptance of this Schedule)

Payment*: \$1,311.12 (*Plus Applicable Taxes)

Payment Period: ☒ Month ☐ Quarter
☐ Year ☐ Other:

\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments, payments due in arrears

Security Deposit: \$ _____

Documentation/Processing Fee: \$95.00

Returned Check / Non-sufficient Funds Charge: \$35.00

Purchase Option at end of Original Term:

☐ None ☒ Fair Market Value as of end of Original Term
☐ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You only at the end of the Initial Term. If You are in default under the Master Agreement or this Schedule at the time You desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option.

This Schedule is non-cancelable and may not be terminated early.

VAR Technology Finance

You: City of Odessa

By: X

By: X

Date: _____

Name (Print): Stephen Wright

Title: Mayor

Date Signed: _____

Schedule A

City of Odessa

Quantity	Manufacturer	Description
11	Panasonic	Panasonic Toughbook 33 - 12" - Core i5 7300U - vPro - 8 GB RAM - 256 GB SSD
11		Panasonic Premium CF-VEK333LMP - keyboard - with touchpad - US
8		Panasonic 110W AC Power Adapter for CF-31
8		Panasonic CF-VEB331U - port replicator - VGA
11		LIND PA1580-1642 - car power adapter - 120 Watt

Lessee: City of Odessa

Signature: _____

Title: Mayor

QUOTE CONFIRMATION



DEAR SHAWNA DAVIS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDBK764	5/17/2021	MDBK764	9649437	\$48,679.33

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Panasonic Toughbook 33 - 12" - Core i5 7300U - vPro - 8 GB RAM - 256 GB SSD Mfg. Part#: CF-33LE-04VM UNSPSC: 43211509 Contract: SYNEX GSA SCHEDULE (SLED) (47QTCA19D00MM)	11	4671422	\$3,435.50	\$37,790.50
Panasonic Premium CF-VEK333LMP - keyboard - with touchpad - US Mfg. Part#: CF-VEK333LMP Contract: SYNEX GSA SCHEDULE (SLED) (47QTCA19D00MM)	11	6438933	\$581.80	\$6,399.80
Panasonic 110W AC Power Adapter for CF-31 Mfg. Part#: CF-AA5713AM UNSPSC: 39121006 Contract: SYNEX GSA SCHEDULE (SLED) (47QTCA19D00MM)	8	2087403	\$70.56	\$564.48
Panasonic CF-VEB331U - port replicator - VGA Mfg. Part#: CF-VEB331U UNSPSC: 43211603 Contract: SYNEX GSA SCHEDULE (SLED) (47QTCA19D00MM)	8	4622090	\$322.20	\$2,577.60
LIND PA1580-1642 - car power adapter - 120 Watt Mfg. Part#: CF-LNDDC120 UNSPSC: 39121006 Contract: SYNEX GSA SCHEDULE (SLED) (47QTCA19D00MM)	11	2090640	\$122.45	\$1,346.95

PURCHASER BILLING INFO		SUBTOTAL	\$48,679.33
Billing Address: CITY OF ODESSA ACCOUNTS PAYABLE 125 S 2ND ST PO BOX 128 ODESSA, MO 64076-1245 Phone: (816) 230-5577 Payment Terms: D&B Inst Credit Pre-Approved		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$48,679.33
DELIVER TO	Please remit payments to:		
Shipping Address: CITY OF ODESSA SHAWNA DAVIS 125 S 2ND ST PO BOX 128 ODESSA, MO 64076-1245 Phone: (816) 230-5577 Shipping Method: UPS Ground (2- 3 Day)	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		



Stefan Parafink

(866) 537-4661

stefpar@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$48,679.33	\$1,316.78/Month	\$48,679.33	\$1,517.33/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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Exhibit A

Equipment Lease Schedule No.

This Equipment Lease Schedule (this "Schedule") is made and entered into as this day _____ (Date Required) by and between **VAR Technology Finance** (hereinafter "We," "Us" or "Our") and **City of Odessa** (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. _____, dated on or about _____ between You and Us (the "Master Agreement"). All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. In the event of a conflict between the terms of this Schedule and the terms of the Master Agreement, the terms of this Schedule shall govern. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the Equipment identified below. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

We hereby agree to lease to You, and You hereby agree to lease from Us, the following-described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment – **INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)**

See attached Schedule A

Equipment Supplier: VAR Technology Finance

Equipment Location Address: 125 S 2nd St, Odessa, MO 64076-1245

Initial Term: 36 Months

Commencement Date of this Lease: _____ (completed by Us following Our acceptance of this Schedule)

Payment*: \$170.89 (*Plus Applicable Taxes)

Payment Period: ☒ Month ☐ Quarter
☐ Year ☐ Other:

\$0.00 Payment(s) is(are) due at the time this Schedule is signed, which shall be applied to the:

☐ First Lease Payment ☐ First and Last Lease Payments ☒ Other: Zero advance payments, payments due in arrears

Security Deposit: \$ _____

Documentation/Processing Fee: \$95.00

Returned Check / Non-sufficient Funds Charge: \$35.00

Purchase Option at end of Original Term:

☐ None ☒ Fair Market Value as of end of Original Term
☐ One Dollar (\$1.00) ☐ Other:

The above equipment purchase options may be exercised by You only at the end of the Initial Term. If You are in default under the Master Agreement or this Schedule at the time You desire to exercise a purchase option, You must cure such default to Our satisfaction before having the right to exercise such option.

This Schedule is non-cancelable and may not be terminated early.

VAR Technology Finance

You: City of Odessa

By: X

By: X

Date: _____

Name (Print): Stephen Wright

Title: Mayor

Date Signed: _____

Schedule A

City of Odessa

Quantity	Manufacturer	Description
6	DELL	Dell Latitude 3510 - 15.6" - Core i5 10210U - 8 GB RAM - 256GB SSD
6		Dell Upgrade from 1Y Next Business Day to 3Y ProSupport - extended service

Lessee: City of Odessa

Signature: _____

Title: Mayor

QUOTE CONFIRMATION



DEAR SHAWNA DAVIS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MDSW318	6/4/2021	MDSW318	9649437	\$7,396.82

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Dell Latitude 3510 - 15.6" - Core i5 10210U - 8 GB RAM - 256 GB SSD Mfg. Part#: 1T48Y Contract: MARKET	7	6097665	\$876.79	\$6,137.53
Dell Upgrade from 1Y Next Business Day to 3Y ProSupport - extended service Mfg. Part#: 808-3108 UNSPSC: 81112307 Electronic distribution - NO MEDIA Contract: MARKET	7	4132223	\$168.57	\$1,179.99

PURCHASER BILLING INFO		SUBTOTAL	\$7,317.52
Billing Address: CITY OF ODESSA ACCOUNTS PAYABLE 125 S 2ND ST PO BOX 128 ODESSA, MO 64076-1245 Phone: (816) 230-5577 Payment Terms: D&B Inst Credit Pre-Approved		SHIPPING	\$79.30
		SALES TAX	\$0.00
		GRAND TOTAL	\$7,396.82
DELIVER TO Shipping Address: CITY OF ODESSA SHAWNA DAVIS 125 S 2ND ST PO BOX 128 ODESSA, MO 64076-1245 Phone: (816) 230-5577 Shipping Method: UPS Ground (2- 3 Day)		Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Stefan Parafink

(866) 537-4661

stefpar@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$7,317.52	\$205.55/Month	\$7,317.52	\$234.82/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Property owner Brenda Oliver submitted an application to Re-plat Lots 54 & 55 of Centennial Hills Subdivision. All code requirements for the Re-plat have been met.

ACTION: BOA to Approve of Re-Plat Request

BACKGROUND: The Planning & Zoning Commission met on July 15, 2021. A public hearing was held before the meeting. One public comment was received regarding the size of the new lot and the size of home it would accommodate. Noting the larger homes around it. The Planning Commission voted to approve this Re-Plat and send to the Board of Aldermen with recommendation of approval.

FINANCIAL CONSIDERATIONS: None

ATTACHMENTS: Re-Plat Application, Survey, Location Map

PREPARED BY: _____
Christi Dickey
Community Planning

DATE: July 15th, 2021

AN ORDINANCE OF THE CITY OF ODESSA, MISSOURI, RE-PLATTING OF PROPERTY IN ACCORDANCE WITH CHAPTER FIFTY (50), ZONING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF ODESSA, MISSOURI.

WHEREAS, on the 28th day of June, 2021, an application for a re-platting was completed by Brenda Oliver requesting approval of a survey plat prepared by Sisco Land Surveying, LLC to re-plat a portion of her property with contiguous land owners specially described and attached hereto as *Exhibit A*; and

WHEREAS, notice of the public hearing before the Commission and the Board of Aldermen was published in *The Odessan* on July 1, 2021; and

WHEREAS, on 20th day of May, 2021, the Commission opened the public hearing and all those interested and wishing to testify on the proposed re-platting of the said properties were given the opportunity to do so; and

WHEREAS, on 15th day of July, 2021, the Planning & Zoning Commission met and considered the request of Brenda Oliver and came to the conclusion that the re-platting has no adverse effect on the City of Odessa, and recommended that the applicant's request should be approved; and

WHEREAS, after the public hearing was closed, the Commission approved making its final report and finding that the re-platting is compatible with the surrounding property and recommended that the Board of Aldermen of the City of Odessa, Missouri ("Board of Aldermen") approve the re-platting of said property detailed in *Exhibit A*; and

WHEREAS, the Board of Aldermen convened on July 26, 2021, having reviewed the documents provided and having considered the recommendations of the Planning & Zoning Commission and any public comments have accepted the Commission's final report and now desires to approve the re-platting applications of said properties in the City of Odessa Missouri.

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

SECTION 1. That upon review of the record presented in a public hearing before the Commission, the final report and recommendation of the Commission, and the information presented in a public hearing before the Board of Aldermen, the Board of Aldermen hereby approves the re-platting applications and finds that the re-platting of the properties identified as *Exhibit A* is in the best interest of the health, safety, morals and public welfare of the citizens of Odessa.

SECTION 2. That the properties legally described in *Exhibit A*, exhibit area attached hereto and incorporated herein.

SECTION 3. In granting the changes described in Section 2 above, the Board of Aldermen concludes that the proposed use of the land will provide sustainable value to the City, incorporates sound planning principles and design elements that are compatible with surrounding properties, and further the goals, spirit and intent of the City's planning and zoning goals and Chapter Fifty (50) of the Code of Ordinances of the City of Odessa, Missouri ("Zoning Regulations").

SECTION 4. That failure to comply with all of the provisions contained in this Ordinance shall constitute violations of both this Ordinance and the Zoning Regulations.

SECTION 5. That should any section, sentence or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

SECTION 6. That this Ordinance shall be in full force and effect from and after the date of its passage approval.

READ TWICE and passed by the Board of Aldermen of the City of Odessa, Missouri, and approved by the Mayor of Odessa this 26th day of July, 2021.

Stephen L. Wright, Mayor

ATTEST:

APPROVED:

Peggy Eoff, City Clerk

Stephen L. Wright, Mayor

STATE OF MISSOURI)
)SS
COUNTY OF LAFAYETTE)

I, Peggy Eoff, City Clerk of the City of Odessa, a municipal corporation within and for said County and State aforesaid, do hereby certify that attached is a full, true and complete copy of Ordinance No. _____ approved this 26th day of July 2021.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Odessa Missouri, at its office in Odessa, Missouri, this _____ day of _____.

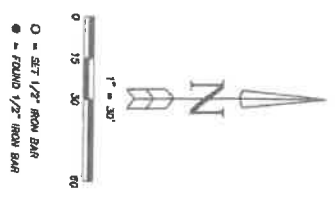
Peggy Eoff, City Clerk

S E A L

EXHIBIT A

See attached legal descriptions and survey map

LOT SPLIT SURVEY
IN LOTS 54 & 55, CENTENNIAL HILLS SUBDIVISION,
CITY OF ODESSA,
LAFAJETTE COUNTY, MISSOURI



1. BEHAVIOR SYSTEM IS ASSUMED.
2. RECORDED DEED INFORMATION FOR THE PARENT TRACT CAN BE FOUND IN BOOK 78 PAGE 1004.
3. NO INVESTIGATION FOR INDEPENDENT SEARCH HAS BEEN MADE BY THE SURVEYOR FOR EVIDENCE OF RECORD ENCUMBRANCES OR OTHER FACTS THAT AN ADDITIONAL AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. THIS SURVEY MEETS OR EXCEEDS THE ACADEMY STANDARDS OF AN IDEAL CLASS SURVEY AS DENIED BY THE ACADEMY STANDARDS FOR PROPERTY BOUNDARY SURVEYS (20 CCR 2030-16.400).

DESCRIPTION, TRACT 1:
THAT PART OF LOT 54, CENTRAL, HILLS, A SUBDIVISION OF RECORD IN PLAT BOOK 11 PAGE 17, CITY OF MOBILE, JEFFERETTE COUNTY, MISSISSIPPI, BEING RECORDED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 55, THENCE EAST 32°50'W, 134.00' TO THE SOUTHEAST CORNER OF SAID LOT 55, THENCE N89°25'00"W, 104.20' TO THE SOUTHEAST CORNER OF SAID LOT 54; THENCE N83°31'00"W ALONG THE SOUTH LINE OF SAID LOT 54, 23.63'; THENCE N0°00'00"W, 135.03' TO THE SOUTHWEST CORNER OF SAID LOT 54, 23.63'; THENCE N89°25'00"W, 104.20' TO THE SOUTHWEST CORNER OF SAID LOT 55, THENCE S89°25'00"W, 104.20' TO THE POINT OF BEGINNING, COVINGING 0.28 ACRES, WITH A CORNE RADIUS TO THE LEFT OF 147.95', TO THE POINT OF BEGINNING, COVINGING 0.28 ACRES, THROUGH A CENTRAL ANGLE OF 147°45'35", TO THE POINT OF BEGINNING, COVINGING 0.28 ACRES, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

DESCRIPTION, TRACT 2:
THOSE PARTS OF LOTS 54 & 55, CENTRAL, HILLS, A SUBDIVISION OF RECORD IN PLAT BOOK 11 PAGE 17, CITY OF MOBILE, JEFFERETTE COUNTY, MISSISSIPPI, BEING RECORDED AS FOLLOWS, BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 55, THENCE EAST 32°50'W, 134.00' TO THE SOUTHEAST CORNER OF SAID LOT 55, THENCE N89°25'00"W, 104.20' TO THE SOUTHEAST CORNER OF SAID LOT 54; THENCE N83°31'00"W ALONG THE SOUTH LINE OF SAID LOT 54, 23.63'; THENCE N0°00'00"W, 135.03' TO THE SOUTHWEST CORNER OF SAID LOT 54, 23.63'; THENCE N89°25'00"W, 104.20' TO THE SOUTHWEST CORNER OF SAID LOT 55, THENCE S89°25'00"W, 104.20' TO THE POINT OF BEGINNING, COVINGING 0.28 ACRES, WITH A CORNE RADIUS TO THE LEFT OF 147.95', TO THE POINT OF BEGINNING, COVINGING 0.28 ACRES, THROUGH A CENTRAL ANGLE OF 147°45'35", TO THE POINT OF BEGINNING, COVINGING 0.28 ACRES, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

SURVEYOR'S CERTIFICATION

1. **VERIFICATION.** THAT THIS SURVEY WAS PREPARED BY ME, THE UNDERSIGNED, OR BY AN INDIVIDUAL WHOSE QUALIFICATIONS, EXPERIENCE, AND INTENT AS 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 200-19), ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS.

2. **DISCLAIMER.** THIS DOCUMENT DOES NOT HAVE AN ENDORSED SEAL AND A STAMP IN RED INK. IT SHOULD BE ASSUMED TO CONTAIN UNCORRECTED ALTERATIONS.

SISCO LAND SURVEYING, LLC
PO BOX 84
LEXINGTON, MO 64067
PHONE (816) 868-6950
discolandsurveying@gmail.com

**SURVEY
FOR:**
BRENDA OLIVER
200 S. SECOND ST.
ODESSA, MD 64076

DATE: JUNE 25, 2021

PROJECT #:

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:	DATE FILED: <u>Apr 28 2021</u>	DATE FINISHED:
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LOT SPLIT	CLASSIFICATION	RE-PLAT <u>X</u>
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PLATTING DESCRIPTION	
Proposed Subdivision Name <u>Centennial Hills</u>	
Number of Lots to be created <u>2</u>	General Location <u>Centennial Hills</u>

LOT SPLITS ONLY	
Lot Number <u>54 + 55</u>	Block Number <u>0</u> Subdivision <u>Centennial Hills</u>

APPLICANTS	
Applicant: <u>Brenda Oliver</u>	Address: <u>PO Box 204 Odessa, Mo.</u>
Relationship to Project: Owner <u>Bo</u> <input checked="" type="checkbox"/> Agent for Owner <u>Bo</u> <input checked="" type="checkbox"/> Other ()	Please Define
Phone Number <u>816-419-3271</u>	
Signature <u>Brenda Oliver</u>	
Applicant:	Address: <u>504 Operat House Ln</u>
Relationship to Project: Owner () Agent for Owner () Other ()	Please Define
Phone Number	
Signature	(List any others on back)

SURVEY PLAT PREPARED BY	
Name of Land Surveyor: <u>Sisco Land Surveying LLC</u>	State Registration Number: <u>2003013180</u>
Address: <u>P.O. Box 84, Lexington, Mo 64067</u>	Phone No. <u>816-868-6950</u> Fax No.

DOCUMENTS SUBMITTED WITH THIS APPLICATION	CITY OF ODESSA PAID
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FEE \$ <u>100.00</u>	DATE PAID <u>6/28/2021</u>	RECEIPT NO. <u>ODESSA, MO</u>
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.		

Lafayette County, MO



131.8 0 65.91 131.8 Feet

This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

- Address Point
- Railroad
- Road
- Interstate
- United States Highway
- State Highway
- State Route
- Parcel
- Original Lot
- Water Boundary
- County Boundary

Notes

504 Opera House Lane

Notice of Public Hearing

Notice is hereby given that a public hearing will be held at the Community Building at 601 W Main, Odessa, MO 64076 by the Planning & Zoning Commission at 7:00 pm on Thursday, July 15, 2021, and by the Odessa Board of Aldermen at 7:00 pm on Monday, July 26, 2021 regarding an application for a proposed re-plat of lots 54 and 55 of the Centennial Hills subdivision. The applicant for this request is Brenda Oliver as the agent of the owner.

All interested persons are encouraged to attend and be heard at the public hearing. Anyone having questions regarding the application should contact the City of Odessa at 816-230-5577.

To Be Published: July 1, 2021