



**AGENDA
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
COMMUNITY CENTER
FEBRUARY 1, 2021
6:00 PM**

NOTE: MASKS WILL BE REQUIRED FOR ALL THOSE WISHING TO ATTEND

- 1. Call to Order**
 - A. Pledge of Allegiance**
 - B. Roll Call**
- 2. Ceremonial Matters**
 - A. Barbara McNeece Service Award**
 - B. Lee Darling Service Award**
 - C. Donna Pfautsch Community Appreciation Presentation**
- 3. Public Participation**
- 4. Approval of Minutes**
 - A. Board of Aldermen - Regular Meeting - Jan 19, 2021 6:00 PM**
- 5. Agenda Items**
 - A. Council Bill 06: AN ORDINANCE AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION FOR THE PURPOSE OF FINANCING COMMUNITY CENTER IMPROVEMENTS AND VARIOUS MUNICIPAL VEHICLES AND EQUIPMENT; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH**
 - B. Council Bill 07: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF DONNA PFAUTSCH TO THE TIF COMMISSION.**
 - C. Council Bill 08: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF CHARLES HOTCHKISS TO THE BOARD OF ZONING ADJUSTMENT.**

- D. **Council Bill 09: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF APRIL MCLAUGHLIN AS A FULL MEMBER ON THE BOARD OF ZONING ADJUSTMENT**
- E. **Council Bill 10: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF SANDY FRANKLIN AS AN ALDERMEN LIAISON TO THE PARK BOARD**
- F. **Council Bill 11: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A REAL ESTATE DONATION CONTRACT WITH HB INVESTORS, LLC REGARDING THE DONATION OF LAND IN THE GLEN EAGLE SUBDIVISION FOR CONSTRUCTION OF A REGIONAL STORMWATER RETENTION/DETENTION BASIN**
- G. **PUBLIC HEARING - SAPP BROS., INC. REZONING TO C-2 COMMERCIAL SERVICES, 275th AND I-49**
- H. **Council Bill 12: AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, APPROVING THE ZONING OF 30.35 ACRES OWNED BY SAPP BROS., INC. TO C-2 SERVICES BUSINESS DISTRICT ZONING WHICH IS LOCATED SOUTH OF 275th STREET AND WEST OF U.S. INTERSTATE 49 AND ESTABLISHING AN EFFECTIVE DATE**
- I. **PUBLIC HEARING ON NEW REGULATIONS FOR MINI-WAREHOUSE FACILITIES**
- J. **Council Bill 13: AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING CHAPTER 405, ZONING REGULATIONS, REGARDING MINI-STORAGE FACILITIES**
- K. **Council Bill 14: AN ORDINANCE TO APPROVE THE FINAL PLAT OF TWIN OAKS ESTATES RESURVEY, LOTS 1 AND 2, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI**
- L. **Council Bill 15: AN ORDINANCE TO APPROVE THE FINAL PLAT OF BECKERDITE'S ADDITION NO. 4, RESURVEY #2, LOTS 4 AND 11, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI**
- M. **Council Bill 16: AN ORDINANCE TO APPROVE THE FINAL PLAT OF COKE'S SUBDIVISION RESURVEY LOTS 8 AND 9 IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI**
- 6. **Aldermen and Committee Reports**
- 7. **Report from the City Administrator**
 - A. **November 2020 Municipal Court Report**
 - B. **December 2020 Municipal Court Report**

- 8. Questions from the Media**
- 9. Adjourn from Regular Session**

Posted on City Hall Bulletin Board this 29th day of January, 2021.

Daniel Barnett, City Clerk

Public participation during regular meetings of the Board of Aldermen shall be limited to those who have submitted a completed agenda request form. 2 Each person wishing to address the Board during regular meetings of the Board of Aldermen on a topic not on the agenda shall submit a completed agenda request form five (5) business days prior to the meeting the person wishes to address the Board. If the agenda request concerns a complex issue requiring staff research time, the opportunity to address the Board may be moved to a future meeting instead of the meeting immediately following the submission of the agenda request form. 3. Those that have submitted a completed agenda request form shall be limited to three (3) minutes to address the Board, this time cannot be yielded to another person and this time may be extended in three (3) minutes increments only upon a majority vote of the members of the Board of Aldermen, with each additional three (3) minute increment requiring an additional majority vote of the members of the Board of Aldermen.

Presented by the Mayor and the Harrisonville Board of Aldermen to

Barbara McNeece

In Grateful Appreciation for

10 Years

Of Dedicated Service to



February 1, 2021

Judy Bowman, MAYOR

Presented by the Mayor and the Harrisonville Board of Aldermen to

Lee Darling

In Grateful Appreciation for

20 Years

Of Dedicated Service to



February 1, 2021

Judy Bowman, MAYOR



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 26, 2021
SUBJECT: Donna Pfautsch Community Appreciation Presentation

Type of Item: *Presentation*

C. Discussion Item (ID # 3775)

Donna Pfautsch Community Appreciation Presentation



**MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
REGULAR MEETING
VIA ZOOM**

JANUARY 19, 2021

6:00 PM

HELD VIA ZOOM DUE TO INCREASE IN COVID-19 CASES THROUGHOUT CASS COUNTY

1. Call to Order

The meeting was called to order at 6:00 PM by Mayor Judy Bowman.

A. Pledge of Allegiance

Following the Pledge of Allegiance, Mayor Bowman asked for moment of silence for Fire Captain Johnny Coday, whose funeral was held earlier in the day.

Attendee Name	Organization	Title	Status	Arrived
Bill Mills	Harrisonville	Board Member	Late	6:10 PM
Mike Zaring	Harrisonville	Board Member	Present	
Sandy Franklin	Harrisonville	Board Member	Present	
Dave Doerhoff	Harrisonville	Board Member	Present	
Marcia Milner	Harrisonville	Board Member	Present	
Judy Reece	Harrisonville	Board Member	Present	
Gary Davidson	Harrisonville	Board Member	Present	
Matt Turner	Harrisonville	Board Member	Present	
Judy Bowman	Harrisonville	Mayor	Present	

Others present: City Administrator Brad Ratliff, Police Chief John Hofer, Fire Chief Eric Myler, Community and Economic Development Director Jim Clarke, Director of Administrative Services Jeremy Smith, City Attorney Alex Felzien, Public Works Director/City Engineer Carl Brooks, Electric Superintendent Andy Pollard, Parks Director Grant Purkey, Building Official Chris Arthur, City Clerk Daniel Barnett - recording.

2. Ceremonial Matters

None.

3. Public Participation

None.

4. Approval of Minutes

Publish

A. Board of Aldermen - Regular Meeting - Jan 4, 2021 6:00 PM

Alderman Mills is recorded as away, as he had not yet been sworn into office.

RESULT:	ACCEPTED [7 TO 0]
MOVER:	Matt Turner, Board Member
SECONDER:	Marcia Milner, Board Member
AYES:	Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner
AWAY:	Bill Mills

B. Board of Aldermen - Work Session - Jan 4, 2021 6:30 PM

Alderman Mills is recorded as away, as he had not yet been sworn into office.

RESULT:	ACCEPTED [7 TO 0]
MOVER:	Matt Turner, Board Member
SECONDER:	Mike Zaring, Board Member
AYES:	Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner
AWAY:	Bill Mills

5. Agenda Items**A. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF WILLIAM MILLS TO THE BOARD OF ALDERMEN.**

Alderman Mills is recorded as away, as he had not yet been sworn into office.

Mayor Bowman introduced Bill Mills to the Board. Bowman spoke about his past service as Mayor for the City of Harrisonville.

Bowman said she is beyond thrilled to bring Mills to the Board and recommend his appointment to serve on the Board as an Aldermen from Ward 3, filling the vacancy created by Mr. Miller's resignation.

Mayor Bowman designated the resolution to be Resolution number: 2021-003.

RESULT:	APPROVED [7 TO 0]
MOVER:	Dave Doerhoff, Board Member
SECONDER:	Gary Davidson, Board Member
AYES:	Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner
AWAY:	Bill Mills

B. Ward 3 Appointment/Oath of Office

The Oath of Office was administered to William Mills by City Clerk Daniel Barnett.

Mayor Bowman congratulated Mills and welcomed him back to the Board of Aldermen. Bowman shared that she was thrilled to have a full Board again. Bowman thanked Aldermen Franklin and Mills for their willingness to serve the Harrisonville community.

RESULT:	DISCUSSION
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C. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO WAIVE INSPECTION AND PERMITTING FEES RELATED TO PROJECTS TO BE COMPLETED WITHIN THE HARRISONVILLE SCHOOL DISTRICT IN THE YEAR 2021.

Mayor Bowman introduced the item to the Board and introduced Harrisonville School District Superintendent Paul Mensching.

Superintendent Mensching thanked the Mayor and Board for the opportunity to speak. Mensching spoke about his past experience with building a school while Superintendent of the East Buchanan School District.

Mensching said the anticipated bill for the first two phases of the projects will be between \$10 and \$15 million, with permits and inspections valued at about \$45,000.

Mensching asked the Board to waive the fees for permitting and inspection and said he understood that it would be extra work for City staff. Mensching spoke about examples of similar partnerships in the Center and Oak Grove school districts.

Mensching said he would appreciate the sacrifice being made by the City in the potential partnership and said it would be to the benefit of both the City and the school district.

Mensching said he did understand that all contractors would have to receive permits from the City.

Bowman asked Mensching to provide the Board with an overview of the proposed projects for 2021.

Mensching provided details to the Board about each project.

Bowman said the projects are an exciting step for both the City and the school district.

Bowman asked Building Official Arthur to provide the Board with an overview of the projects from the standpoint of City staff.

Arthur informed the Board that his staff has begun the review process for the district's projects and highlighted steps still needing to be taken by the district. Arthur spoke about how staff have come up with their estimated costs for the permitting and inspections and said his largest concern is the existence of a prevailing wage situation, as that would cause the work to be valued higher than if it was being done via the private sector. Arthur said once plan review has begun, he will have a greater understanding of what will be needed from the City.

Alderman Turner asked Arthur if the projected cost could increase based upon changes to the projects.

Arthur said he did not believe so, based upon the recently adopted fee schedule. Arthur said the original fees would have been roughly \$89,000. Arthur explained how he came to the discounted rate of \$44,886. Arthur said he was not able to estimate the number of inspections that will be needed, and which inspections will in the end actually be required.

Alderman Milner asked if the work required of staff would be during the regular workday or would be overtime.

Arthur said he would assume that it would be done during standard working hours, but that would depend on the total amount of work that the department has. Arthur said he would guess that there is a 60-percent chance that the projects will push the department's workload beyond the standard workday.

Milner spoke to the value of the connection between the school district and the City and the added appeal that high-quality facilities can bring to the community.

Alderman Zaring asked if the cost to the City would be personnel related.

Arthur said that they would be.

Zaring asked City Administrator Ratliff how the waiving of the fees would impact the City's budget.

City Administrator Ratliff said the City will approach the budget cautiously and expects the move to not negatively impact the budget, due to the built up reserves that the City possesses. Ratliff spoke about the Missouri laws for political subdivisions within a City and their requirements for permits. Ratliff spoke about his experiences in communities in the past working with school districts and conducting similar projects and spoke about the value of moving forward with waiving the permitting and inspection fees.

Ratliff outlined the potential steps that the Board could take to move forward with the district's request.

Zaring asked when the bulk of the inspections would take place.

Arthur said he would not have a complete answer until after plan review was conducted.

Arthur informed the Board that when the Codes Enforcement Department builds its budget, they set a goal for a target percentage of expenses that are tried to be recouped via revenue. Arthur said the department does not try to have its revenue pay all its expenses. Arthur said the department's target is between 30-percent and 35-percent of expenses covered by permit revenue. Arthur said that before the new comprehensive fee schedule was put in place, that number was 17-percent on average. Arthur said the 35-percent goal was on par with the national average.

Alderman Davidson spoke to the value of the partnership between the City and the school district. Davidson said he would not support charging the district any fees that were previously covered by the budget. Davidson asked if there was any precedent for a decision to waive fees.

Alderman Mills said in the past that the City has contracted with a third-party for areas that staff did not feel they had the expertise to properly conduct the permitting and inspections for a specific job. Mills said that in the past the City has also, when the necessary time was not available, contracted with a third-party for inspections. Mills said the City has used third-party in the past, but it was known before the project began. Mills said each of these things would be found out during plan review.

Bowman asked Mills how the City handled the permitting for the building of the hospital.

Mills said he was not on the Board at that time.

Davidson said the fees could also be discussed during the Board's quarterly budget review discussions.

Zaring said he agreed with Davidson and would like to review the decision in relationship to the City's budget, as the year goes along. Zaring said he would like to support the district in any way that the Board was able.

Milner also agreed with Davidson and Zaring that regular review would be needed.

Alderman Doerhoff said he agreed with all that has been said and asked about the possibility of moving forward with only assessing a cost-based upon overtime or third-party-related work.

Arthur said he did believe that would be possible, but clarified that it was highly probable that a third-party agency or considerable overtime would be necessary, and after plan review he would know whether the City would require the assistance of a third-party agency or need to hire additional staff.

Mensching said the district would be willing to work with the City to perform quarterly evaluation of the projects and to evaluate any exorbitant costs that may arise.

Mills spoke about his past career experience and the potential of setting a number "not to exceed" for permitting and inspections.

Zaring made a motion to amend the resolution to include opportunity for the Board to review the waiving of fees quarterly, at the Board's quarterly budget meeting, to examine the fees on a cost-basis expense tracking and to determine if costs are acceptable.

Davidson seconded the motion.

Davidson recommended a change to the motion that would allow the Board to approve a resolution each quarter continuing the waiver.

Turner asked about the potential for overloading the Code Enforcement Department with any potential development/building needing inspections or permitting.

Ratliff said regular updates will be provided by Arthur in the Weekly Report.

Bowman asked Mensching if the district would agree to the potential changes.

Mensching said the district would be able to work with those changes.

City Attorney Felizien informed the Board how to restate the motion in order to proceed with Davidson's changes.

Davidson made a motion to amend the resolution to include a review the waiving of fees at the quarterly budget meeting.

Zaring seconded the motion.

Mayor Bowman designated the resolution to be Resolution number: 2021-004.

RESULT:	ADOPTED AS AMENDED [7 TO 0]
MOVER:	Mike Zaring, Board Member
SECONDER:	Gary Davidson, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Reece, Davidson, Turner
ABSTAIN:	Marcia Milner

D. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF KIMBERLY TROBY TO THE PARK BOARD.

Mayor Bowman introduced Kimberly Troby to the Board. Bowman said Parks Director Purkey felt that Troby would be a good fit for the Park Board. Bowman said Troby would replace the seat vacated by Aldermen Franklin.

Following the vote, Bowman welcomed Kimberly Troby to the Park Board.

Troby said she looks forward to serving the City and the Park Board.

Parks Director Purkey said he feels Troby will be a strong addition to the Park Board.

Mayor Bowman designated the resolution to be Resolution number: 2021-005.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Marcia Milner, Board Member
SECONDER:	Matt Turner, Board Member
AYES:	Mills, Zaring, Franklin, Doerhoff, Milner, Reece, Davidson, Turner

6. Aldermen and Committee Reports

Alderman Turner provided an update from the Park Board meeting on January 12, and the work being done on the outdoor pool.

Alderwoman Franklin welcomed Kimberly Troby to the Park Board and congratulated her on her appointment. Franklin also congratulated Alderman Mills on his appointment to the Board and said she was looking forward to working with him.

Alderwoman Milner welcomed Mills to the Board and said she was excited about both his and Alderwoman Franklin's addition to the Board. Milner congratulated Kimberly Troby on her appointment to the Park Board.

Alderman Doerhoff welcomed Mills and Franklin to the board. Doerhoff extended his thoughts and prayers to the Coday family.

Alderman Zaring welcomed and congratulated Kimberly Troby on her appointment to the Park Board. Zaring welcomed Mills and thanked him for all he has done for the City throughout his lifetime. Zaring said he felt that earlier communication for partnering on projects with the school district could have sped up the discussion about waiving the fees.

7. Report from the City Administrator

City Administrator Ratliff provided an update for the project to make repairs to hangar B at Lawrence Smith Memorial Airport.

Ratliff informed the Board that JCI Industries reviewed pumping operations at Lift Station 2 and provided a seminar to City staff. Ratliff said the Missouri Department of Natural Resources will sample City waste water, looking for any traces of COVID-19, at no cost to the City. If any trace of COVID-19 is found, the City does have a plan for treatment and employee safety.

Ratliff provided an update to the work being done at the outdoor pool. Ratliff said he is finalizing the opportunity for a 1.35-percent interest rate for the work to be done.

Ratliff said the interest rate for the City's rolling stock also came in at 1.35-percent and should provide a savings for the City.

Ratliff informed the Board that staff have been involved in several training opportunities for new tools being implemented for the City. Ratliff thanked Director of Administrative Services Smith and IT Specialist Hyde for their work to make these opportunities possible.

Ratliff informed the Board that staff are preparing for the annual audit process. Ratliff said staff hopes that the audit will be completed within the first quarter.

Ratliff said staff will soon be going through the annually required Human Resources training seminars. Ratliff said all training will be conducted by Bukaty Companies

Ratliff reiterated a message from the Mayor that construction crews at the new ALDI are preparing to pour the building's foundation.

Ratliff said that the new medical marijuana dispensary is about 80-percent through its inspection process. Ratliff said the City has not been informed of an official opening date at this time.

Ratliff informed the Board that the QuikTrip in town has requested permits for an interior remodel.

Ratliff informed the Board that on January 14, staff held a preproposal meeting for the Comprehensive Plan that is currently out for bid. Ratliff said 13 consultants from throughout the country have submitted proposals.

Ratliff said the City, County and School District will soon begin holding "Harrisonville Alliance meetings" to discuss the upcoming needs of each entity and provide one another with the opportunity for strategic partnership. Ratliff said the first meeting will be held on January 20.

Ratliff said the City has received information that the COVID-19 vaccine is now available to City first-responders. Ratliff said the City will encourage vaccination but will not mandate that staff receive the vaccine.

Ratliff shared condolences from all City staff to the Coday family after the death of Fire Captain Johnny Coday. Ratliff also shared condolences to Chief Myler and the entirety of the Emergency Services Department for the loss of their coworker and friend.

8. Questions from the Media

None.

Mayor Bowman thanked the Board for their thorough discussion about the decision to waive the permit and inspection fees for the school district. Bowman said she appreciated the Board's understanding the value of that strategic partnership.

Bowman shared her condolences to the Coday family and the Emergency Services Department after the death of Fire Captain Johnny Coday.

9. Adjourn from Regular Session

A motion was made by Alderman Davidson to adjourn with a second by Alderwoman Reece. Motion carried with all ayes. Meeting adjourned at 7:34 p.m.

Judy Bowman, Mayor & Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

Minutes Acceptance: Minutes of Jan 19, 2021 6:00 PM (Approval of Minutes)



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 27, 2021
SUBJECT: Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment

Type of Item: *Approval*

A. Action Item (ID # 3781)

AN ORDINANCE AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION FOR THE PURPOSE OF FINANCING COMMUNITY CENTER IMPROVEMENTS AND VARIOUS MUNICIPAL VEHICLES AND EQUIPMENT; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

Attachments:

Lease Purchase Agreement v1 (DOC)

Escrow Agreement v2(DOCX)

Lease Purchase Agreement v1 (DOC)

Base Lease v1 (DOCX)

Ordinance v1 (DOC)

Signature Pages - City(PDF)

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	LEASE PURCHASE AGREEMENT
DATE OF DOCUMENT:	February 10, 2021
GRANTOR(S) NAME AND MAILING ADDRESS:	ZIONS BANCORPORATION, N.A. 1 South Main Street 17th Floor Salt Lake City, UT 84133 Attn: Gary Hansen
GRANTEE(S) NAME AND MAILING ADDRESS:	CITY OF HARRISONVILLE, MISSOURI 300 E Pearl Street Harrisonville, MO 64701 Attention: City Clerk
RETURN DOCUMENTS TO:	David S. Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas County, Missouri 64108
LEGAL DESCRIPTION:	See Schedule 1 attached

LEASE PURCHASE AGREEMENT

between

ZIONS BANCORPORATION, N.A.
as the Lessor

and

CITY OF HARRISONVILLE, MISSOURI
as the Lessee

LEASE PURCHASE AGREEMENT

LESSOR: **ZIONS BANCORPORATION, N.A.**, a national banking association formed under the laws of the United States of America

LESSEE: **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri

DATE: **As of February 10, 2021**

THIS LEASE PURCHASE AGREEMENT, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, “Lessor” or “Bank”), and the Lessee named above (together with its successors, “Lessee” or “City”),

WITNESSETH:

WHEREAS, upon the background provided by the recitals contained in the Base Lease (defined herein) the Bank proposes to take the following actions:

- (a) Lease from the City, the real property described in **Schedule 1** (the “Site”);
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on **Exhibit A** to pay costs of completing the improvements described on **Exhibit B** (the “Improvements”), all of which Improvements will be located on the Site, and the costs of certain vehicles, equipment and improvements located on property other than the Site described on **Exhibit B** (the “Offsite Projects”); and
- (c) Lease its interest in the Site and the Improvements (together, the “Facilities”) to the City for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, the City, pursuant to the foregoing proposals of the Bank, desires to lease the Facilities from the Bank, for the rentals and upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Bank and the City do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease Purchase Agreement will have the following meanings, unless some other meaning is plainly intended:

“Additional Rent” means those payments required to be made by the City by **Section 4.2**.

“Bank Representative” means the person or persons at the time designated to act on behalf of the Bank in matters relating to the Base Lease and this Lease Purchase Agreement as evidenced by a written

certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Bank by its authorized officer. Such certificate may designate an alternate or alternates, each of whom will be entitled to perform all duties of the Bank Representative.

“Base Lease” means the Base Lease, dated as of the date hereof, between the Bank and the City, as from time to time supplemented or amended in accordance with **Section 19** of the Base Lease.

“City Representative” means the Mayor, City Administrator, City Clerk, or such other person or persons at the time designated to act on behalf of the City in matters relating to the Base Lease and this Lease Purchase Agreement as evidenced by a written certificate furnished to the Bank containing the specimen signature of such person or persons and signed on behalf of the City by its City Administrator. Such certificate may designate an alternate or alternates each of whom will be entitled to perform all duties of the City Representative.

“Code” means Internal Revenue Code of 1986, as amended.

“Commencement Date” is the date when the term of this Lease Purchase Agreement and the City’s obligation to pay rent commences, which date will be the date on which the first installment of funds to pay the Project Costs are deposited in the Project Fund.

“Completion Date” means the date of completion of the Improvements and Offsite Projects as that date is certified as provided in **Section 5.4**.

“Construction Contract” means the construction contract for the construction of the Improvements in accordance with the Plans and Specifications.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Bank.

“Escrow Agreement” means the Escrow Agreement, dated as of the date hereof, among the Bank, the City, and the Escrow Agent.

“Escrow Agent” means Zions Bancorporation, National Association, acting in its capacity as Escrow Agent under the Escrow Agreement.

“Event of Default” or **“Default”** means any Event of Default as defined in **Section 12.1**.

“Facilities” means the Facilities referred to in the recitals of this Lease Purchase Agreement, including the Bank’s interest in the Site and the Improvements, but specifically excludes the Offsite Projects.

“Fiscal Year” means the fiscal year of the City for financial and budgetary purposes as set forth on **Exhibit B**.

“Impositions” means those Impositions defined as such in **Article VI**.

“Issuance Year” is the calendar year in which the Commencement Date occurs.

“Lease Purchase Agreement” means this Lease Purchase Agreement between the Bank and the City, as from time to time supplemented and amended in accordance with **Article XIII**.

“Lease Term” means the Original Term and any Renewal Terms.

“Maximum Lease Term” means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

“Net Proceeds” when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of the City and the Bank) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the initial term of this Lease Purchase Agreement beginning as of the Commencement Date and ending on the last day of the City’s current Fiscal Year.

“Plans and Specifications” means the Plans and Specifications for the Improvements referred to in **Section 5.1**, any amendments and additions thereto, and any change orders thereto.

“Principal Amount Outstanding” refers to the total of all amounts advanced to date by the Bank pursuant to **Section 5.2(a)** and **(b)**, less the total of all Rental Payments paid to date to the extent that such Rental Payments are attributed to the principal portion of Rental Payments.

“Project Costs” means all reasonable or necessary expenses incidental to the completion of the Improvements, the completion of the Offsite Projects, and the delivery of this Lease Purchase Agreement, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

“Project Documents” means the Base Lease, this Lease Purchase Agreement, the Escrow Agreement, the Construction Contract and any other agreements, documents or certificates related to the foregoing or the Facilities.

“Project Fund” means the Project Fund, established pursuant to this Lease Purchase Agreement and the Escrow Agreement.

“Purchase Price” means the amount designated as such on **Exhibit A** that the City may, in its discretion, pay to the Bank to purchase the Facilities.

“Renewal Terms” means the renewal terms of this Lease Purchase Agreement during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with the City’s Fiscal Year except as otherwise provided in said **Section 3.2**.

“Rental Payment Dates” means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

“Rental Payments” means those payments required to be made by the City by **Section 4.1**.

“Site” means the real property described in **Schedule 1** to this Lease Purchase Agreement.

“State” means the State of Missouri.

Section 1.2. Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words importing the singular number will include the plural and vice versa, and words

importing person will include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease Purchase Agreement and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule will be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Lease Purchase Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Lease Purchase Agreement will be construed and enforced in accordance with the laws of the State. Wherever in this Lease Purchase Agreement it is provided that either party will make any payment or perform or refrain from performing any act or obligation, each such provision will, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof will be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof will not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined will have the meaning ascribed to such terms by accounting principles generally accepted in the United States of America, as from time to time in effect.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City represents, warrants and covenants as follows:

- (a) The City is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The lease of the Facilities by the Bank to the City, as provided in this Lease Purchase Agreement, is necessary, desirable and in the public interest, and the City hereby declares its current need for the Facilities;

(c) The Improvements, when completed in accordance with the Plans and Specifications and the Construction Contract, will result in a structurally sound facility and related improvements which will be in compliance with all applicable building and design codes and the City's requirements and will result in a facility suitable for the use by the City set forth on **Exhibit B**;

(d) The City has estimated, and the City believes, that the aggregate of the Project Costs, including the Improvements constructed in accordance with the Plans and Specifications and the Construction Contract and the Offsite Projects, will not exceed the amount being provided by the Bank under this Lease Purchase Agreement together with other funds the City has available to pay such Project Costs;

(e) The City has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at meetings duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents;

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is a party or by which the City is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of the City to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of the Bank or its assigns under any Project Document;

(h) the City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Facilities will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Project Documents;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(k) The City has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition and construction by the City of the Improvements and the Offsite Projects; and

(l) During the Lease Term, the Facilities will be used by the City only for the purpose of performing governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

ARTICLE III

GRANTING PROVISIONS; TERM

Section 3.1. Granting of Leasehold. The Bank, by these presents, hereby rents, leases and lets the Facilities unto the City, and the City hereby rents, leases and hires the Facilities from the Bank for the Rental Payments and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Purchase Agreement Term. The Original Term will commence as of the Commencement Date and will terminate on the last day of the City's current Fiscal Year. The Lease Term may be continued, at the option of the City, at the end of the Original Term or any Renewal Term for an additional one-year Renewal Term; provided that the final Renewal Term will not extend beyond the final Rental Payment Date set forth on **Exhibit A**. The City will be deemed to have exercised its option to continue this Lease Purchase Agreement for the next Renewal Term unless the City has terminated this Lease Purchase Agreement pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided on **Exhibit A**.

The City currently intends, subject to the provisions of **Section 3.3**, to continue this Lease Purchase Agreement through the Maximum Lease Term and to pay the Rental Payments hereunder. The City reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of the City will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease Purchase Agreement for any Renewal Term is to be made in accordance with the City's normal procedures for such decisions, and the then-current governing body of the City will have the final responsibility for that decision.

Section 3.3. Nonappropriation. The City is obligated only to pay such Rental Payments under this Lease Purchase Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current Fiscal Year. Should the City fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease Purchase Agreement will be deemed terminated at the end of the then current Original Term or Renewal Term. The City agrees to deliver notice to the Bank of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the term beyond such Original Term or Renewal Term. If this Lease Purchase Agreement is terminated in accordance with this Section, the City agrees to transfer possession of the Facilities to the Bank.

Section 3.4. Use of Premises. The City will have the right to use the Facilities for any essential governmental or proprietary purpose of the City, subject to the limitations contained in the Project Documents.

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTAL PAYMENTS

Section 4.1. Rental Payments. The City will promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to the Bank on each Rental Payment Date, in such amounts as are described on **Exhibit A**. The City will pay the Bank a charge on any Rental Payment not paid on the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

Section 4.2. Additional Rent. The City will pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.6** or **14.5** and all other payments of whatever nature which the City has agreed to pay or assume under this Lease Purchase Agreement; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease Purchase Agreement by the Bank. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.3. Rental Payments and Additional Rent Constitute Current Expense. The obligation of the City to pay the Rental Payments and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of the City and does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation; such obligation will not be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year will be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Facilities and the Net Proceeds of any insurance or condemnation awards.

Section 4.4. Rental Payments and Additional Rent Payable Without Abatement or Set-Off; the City's Obligations. Subject to the provisions of **Section 3.3**, the City covenants and agrees that all payments of Rental Payments and Additional Rent will be made by the City on or before the date the same become due, and the City will perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rental Payments and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising and irrespective of whether the acquisition or construction of the Improvements or the Offsite Projects has been started or completed.

Nothing in this Lease Purchase Agreement will be construed as a waiver by the City of any rights or claims the City may have against the Bank under this Lease Purchase Agreement or otherwise, but any recovery upon such rights and claims will be from the Bank separately, it being the intent of this Lease Purchase Agreement that the City will be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease Purchase Agreement, including its obligation to pay Rental Payments and Additional Rent. The City may, however, at its own cost and expense and in its own name or in the name of the Bank, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Bank hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Bank in any such action or proceeding if the City so requests.

Section 4.5. Prepayment of Rental Payments. The City may at any time, upon 30 days' notice to the Bank, prepay all or any part of the Rental Payments provided for hereunder.

Section 4.6. Advances. In the event the City fails to either maintain the insurance required by this Lease Purchase Agreement or keep the Facilities in good repair, the Bank may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Facilities and pay the cost thereof. All amounts so advanced by the Bank will constitute Additional Rent for then current Original Term or Renewal Term and the City covenants and agrees to pay such amounts so advanced by the Bank with interest thereon from the date advanced by the Bank until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless the City provides evidence of the insurance coverage required by this Lease Purchase Agreement, the Bank may purchase insurance at the City's expense to protect the Bank's interests hereunder. This insurance may, but need not, protect the City's interests. The coverage that the Bank may purchase may not pay any claim that the City may make or any claim that may be made against the City in connection with the Facilities. The City may later cancel any insurance purchased by the Bank, but only after providing evidence that the City has obtained insurance as required by this Lease Purchase Agreement. If the Bank purchases insurance for the Facilities, the City will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Additional Rent. The costs of the insurance may be more than the cost of insurance the City may be able to obtain on its own.

ARTICLE V

ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE IMPROVEMENTS AND ACQUISITION OF THE OFFSITE PROJECTS

Section 5.1. Construction of Improvements. The City has entered, or will enter, into the Construction Contract providing for the completion of the Improvements and has provided, or will provide immediately upon entering such Construction Contract, a copy of such Construction Contract to the Bank. The City will cause the Improvements to be completed in accordance with the Plans and Specifications and the Construction Contract as promptly as practicable and with all reasonable dispatch.

Concurrently with the delivery of this Lease Purchase Agreement, the City will file with the Bank the Plans and Specifications in the form in which they then exist (it being understood that the Plans and Specifications may not be complete at that time). Thereafter pursuant to the requirements of **Section 5.3**, the City will promptly file the completed Plans and Specifications and such additions and supplements thereto as the same are prepared.

Section 5.2. Project Fund; Payment of Project Costs.

(a) Under the Escrow Agreement, there is hereby established in the custody of the Escrow Agent an account designated as the "*City of Harrisonville, Missouri – Project Fund*" to be held and administered by the Escrow Agent in accordance with the Escrow Agreement. On the Commencement Date, the Bank shall deposit the amount of **\$3,734,700.00** into the Project Fund. Project Costs shall be paid from the Project Fund in accordance with and subject to the terms and conditions set forth in this Section and in the Escrow Agreement. Moneys in the Project Fund will be used only to pay for Project Costs, including costs of delivering this Lease Purchase Agreement. Payment will be made from the Project Fund

for the Project Costs in accordance with the terms of the Escrow Agreement, including the submission of a “Disbursement Request,” the form of which is set out in Schedule 1 to the Escrow Agreement, which shall be submitted to the Bank and the Escrow Agent by the City.

(b) On February 1, 2022, the Bank shall deposit the amount of **\$259,000.00** into the Project Fund, so that the total amounts deposited into the Project Fund by the Bank pursuant to this Lease Purchase Agreement is equal to **\$3,993,700.00**. Such amounts shall be applied in accordance with this Section and the Escrow Agreement.

(c) The Project Fund will terminate upon the occurrence of the earlier of (1) the presentation to the Bank of (i) a Completion Certificate, a form of which is attached hereto as **Exhibit C**, and (ii) a certificate of an insurance consultant and/or certificates of insurance evidencing compliance with **Section 7.1** of this Lease Purchase Agreement; or (2) the occurrence and continuance beyond any applicable grace or cure period of an Event of Default under **Section 12.1** giving rise to remedies under **Section 12.2**. The Completion Certificate may also state that it is given without prejudice to any rights of the City that then exist or may subsequently come into being against third parties. Upon termination as described in (1) or (2), any amount remaining in the Project Fund will be promptly applied by the Bank, without further authorization, as provided in **Section 5.4** of this Lease Purchase Agreement.

Section 5.3. Changes in the Plans and Specifications or Construction Contract or Modifications of the Improvements. The City may make any changes in or modifications of the Plans and Specifications subsequent to the date of this Lease Purchase Agreement and prior to the Completion Date, may make any changes in or modifications of the Construction Contract and may make any deletions from or substitutions or additions to the Improvements (such completion, changes, modifications, deletions, substitutions and additions being together herein called “change orders”), subject to satisfaction of the following conditions:

(a) Such change orders do not materially alter the size, scope or character of the Improvements or impair the structural integrity or utility of the Improvements;

(b) Prior approval of the contractors’ surety has been obtained;

(c) Such change order will not substantially postpone the date by which the Improvements are required to be completed or alter the amount of liquidated damages resulting from the failure to complete the Improvements by that date without the prior written approval of the Bank; and

(d) To the extent that any change order, together with all prior change orders, will increase the estimated Project Costs by more than 5%, (i) the City has set aside in a separate account funds to be used solely to pay Project Costs and sufficient to pay such excess, (ii) payment of Project Costs equal to the amount of such excess will be paid by the City directly to the contractors and to the suppliers of materials and services as the same become due, (iii) the City will save the Bank whole and harmless from any obligation to pay such excess, and (iv) any such payment by the City will not diminish the City’s obligation to make Rental Payments or other payments under this Lease Purchase Agreement.

No change order will be effective until delivered to the Bank in accordance with the foregoing provisions.

Section 5.4. Completion Date; Excess Funds. The Completion Date will be evidenced to the Bank upon receipt by the Bank of a Completion Certificate complying with the requirements of **Section**

5.2(c). In the event that any moneys remain in the Project Fund on the Completion Date, such moneys will be paid to the Bank as a reduction of the Principal Amount Outstanding.

Section 5.5. Design, Construction and Maintenance. The Bank will have no responsibility in connection with the selection of the Improvements or Offsite Projects, any contractor, subcontractor or supplier, the Plans and Specifications or the design of the Improvements or Offsite Projects, their suitability for the use intended by the City, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Improvements or Offsite Projects. The Bank has no obligation to acquire, construct, furnish, equip, install, erect, test, inspect, service or maintain the Facilities, the Offsite Projects or any portion thereof under any circumstances, but such actions will be the obligation of the City. The Bank's sole responsibility in connection with the Improvements and the Offsite Projects is to deposit the sums in the Project Fund to pay Project Costs in accordance with the terms and conditions of this Lease Purchase Agreement.

Section 5.6. Warranties. The Bank hereby assigns to the City for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Improvements, and the Bank hereby authorizes the City to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the City's expense. The City's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any contractor, subcontractor or supplier, and not against the Bank, nor will such matter have any effect whatsoever on the rights of the Bank with respect to this Lease Purchase Agreement, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. The City expressly acknowledges that the Bank does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Improvements or Offsite Projects.

Section 5.7. DISCLAIMER OF WARRANTIES. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES OR OFFSITE PROJECTS OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE PURCHASE AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE FACILITIES OR OFFSITE PROJECTS OR ANY PART THEREOF.

Section 5.8. Offsite Projects. Except for the payment of the costs thereof as Project Costs as described in this Article, the Offsite Projects are not subject to this Lease Purchase Agreement or any of the Project Documents. The Bank shall have no right or interest (security interest or otherwise) in or obligation with respect to the Offsite Projects. The City shall contract for and arrange delivery, installation and completion of the Offsite Projects as it sees fit, provided that the application of proceeds of this Lease Purchase Agreement to the costs of the Offsite Projects shall be in accordance with Section 5.2 of this Lease Purchase Agreement and the provisions of the Escrow Agreement.

ARTICLE VI

IMPOSITIONS

Section 6.1. Impositions. The City will bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully

taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Facilities, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bank or encumber the Facilities (all of the foregoing being herein referred to as "Impositions").

Section 6.2. Contest of Impositions. The City has the right, in its own name or in the Bank's name, to contest the validity or amount of any Imposition which the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Bank notifies the City that, in the opinion of Counsel, by nonpayment of any such items the interest of the Bank in the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Bank with full security against any loss which may result from nonpayment, in form satisfactory to the Bank. The Bank agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to Impositions. The City will hold the Bank whole and harmless from any costs and expenses the Bank may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.1. Insurance Required. The City will, during the Lease Term, cause the Facilities to be kept continuously insured against such risks customarily insured against for facilities such as the Facilities and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Facilities against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by the City. The full insurable value of the Facilities may be determined from time to time at the request of the City or the Bank (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to the Bank's approval, and paid by the City. The policy or policies of such insurance will name the City and the Bank as insureds and loss payees. All proceeds from such policies of insurance will be applied as provided in **Article XI**. During completion of the Improvements, the City may cause to be provided, insofar as the Improvements are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a);

(b) During the completion of the Improvements and in lieu of the insurance required in subparagraph (a) of this Section, builder's risk-completed value insurance insuring the Improvements against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Improvements (subject to reasonable loss deductible clauses), but in no event will such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance

company or companies authorized to do business in the State as may be selected by the City. Such policy or policies of insurance will name the City and the Bank as insureds and loss payees, and all payments received under such policy or policies by the City will be paid over to the Bank;

(c) Comprehensive general accident and public liability insurance, under which the City and the Bank are named as insureds, in an amount not less than the limitation on awards for liability in effect from time to time under Section 537.610, RSMo.;

(d) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State; and

(e) Labor and material payment bonds, to the extent required by law, with respect to the contracts for the construction of the Improvements.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance will be delivered by the City to the Bank. All policies of such insurance, and all renewals thereof, will contain a provision (if obtainable from the chosen insurer) that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to the City and the Bank.

Nothing in this Lease Purchase Agreement will be construed as preventing the City from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease Purchase Agreement respecting insurance are complied with.

Section 7.2. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under the Construction Contract or any other contract made in connection with the completion of the Improvements, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the City against the contractor or subcontractor in default and against each surety on any bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the City of any amounts theretofore paid by the City and not previously reimbursed to the City for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, will be held by the City in a separate account and not commingled with other funds of the City and, if received before the Completion Date, will be deposited in the Project Fund or, if received after the Completion Date, will be appropriated solely for the purpose of paying Rental Payments under this Lease Purchase Agreement.

Section 7.3. Release and Indemnification. To the extent permitted by law, the City will indemnify, protect, hold harmless, save and keep the Bank harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease Purchase Agreement, (b) the process or completion of the Improvements, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Facilities during the Lease Term or otherwise arising during the Lease Term because of the Bank's interest in the Facilities, and/or (d) the breach of any covenant by the City herein or any material misrepresentation by the City contained herein. The indemnification arising under this section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease Purchase Agreement or the termination of this Lease Purchase Agreement for any reason.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1. Assignment by the Bank. The Bank's right, title and interest in, to and under this Lease Purchase Agreement and the Facilities may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Bank without the necessity of obtaining the consent of the City; provided that any assignment will not be effective until the City has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee; and further provided that such right, title and interest may only be assigned to: (i) an affiliate of the Bank; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act. The City agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by the Bank or any assignee to protect its interests in the Facilities and in this Lease Purchase Agreement. The City will not have the right to and will not assert against any assignee any claim, counterclaim or other right the City may have against the Bank.

Section 8.2. Assignment and Subleasing by the City. None of the City's right, title and interest in, to and under this Lease Purchase Agreement and in the Facilities may be assigned or encumbered by the City for any reason, except to the extent so assigned or encumbered by the Project Documents, and except that the City may sublease all or part of the Facilities if the City obtains the prior written consent of the Bank and an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments satisfactory to the Bank that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Facilities will be subject to this Lease Purchase Agreement and the rights of the Bank in, to and under this Lease Purchase Agreement and the Facilities.

ARTICLE IX

MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1. Maintenance, Repairs and Modifications. The City will, at its own expense, maintain, preserve and keep the Facilities in good repair, working order and condition, and will from time to time make all repairs, replacements and improvements necessary to keep the Facilities in such condition. The Bank has no responsibility for any repairs, replacements or improvements. In addition, the City will, at its own expense, have the right to remodel any portion of the Improvements or to make additions, modifications and improvements thereto. All such additions, modifications and improvements will thereafter comprise part of the Facilities and be subject to the provisions of this Lease Purchase Agreement; provided, however, that the City may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) will remain the property of the City and will not be subject to the provisions of this Lease Purchase Agreement. Such additions, modifications and improvements will not in any way damage the Improvements nor cause it to be used for purposes other than those permitted by this Lease Purchase Agreement and authorized under the provisions of municipal, state and federal law. The Facilities, upon completion of any additions, modifications and improvements made pursuant to this Section, will be of a value which is not substantially less than the value of the Facilities immediately prior to the making of such

additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the City in such manner and on such terms as are determined by the City. The City will not permit any mechanic's or other lien to be established or remain against the Facilities for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City pursuant to this Section; provided that if any such lien is established and the City will first notify the Bank of the City's intention to do so, the City may in good faith contest any lien filed or established against the Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Bank will notify the City that, in the opinion of Counsel, by nonpayment of any such item the interest of the Bank in the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Bank with full security against any such loss or forfeiture, in form satisfactory to the Bank. The Bank will cooperate fully with the City in any such contest, upon request and at the expense of the City.

Section 9.2. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facilities, other than the respective rights of the Bank and the City as herein and in the Base Lease provided. Except as expressly provided in this Article, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same will arise at any time. The City will reimburse the Bank for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE X

OPTION TO PURCHASE THE FACILITIES

Section 10.1. The City's Option to Purchase the Facilities. The City has the option to purchase the Bank's interest in the Facilities, upon giving written notice to the Bank at least 30 days before the date of purchase, at the following times and upon the following terms:

- (a) On any Rental Payment Date, upon payment in full of the Rental Payments then due hereunder plus then applicable Purchase Price set forth on **Exhibit A**; or
- (b) On any other date (that is not a Rental Payment Date), upon payment in full of the unpaid interest portion of Rental Payments accrued to the date set for purchase plus all remaining principal portions of Rental Payments set forth on **Exhibit A**.

Section 10.2. Determination of Fair Purchase Price. The City and the Bank hereby agree and determine that the Rental Payments hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Facilities and that the amount required to exercise the City's option to purchase the Bank's interest in the Facilities pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Facilities. The City hereby determines that the Rental Payments do not exceed a reasonable amount so as to place the City under an economic practical compulsion to renew this Lease Purchase Agreement or to exercise its option to purchase the Facilities hereunder. In making such determinations, the City and the Bank have given consideration to the Project Costs, the uses and purposes for which the Facilities will be employed by the City, the benefit to the City by reason of the Improvements and the use and occupancy of the Facilities pursuant to the terms and provisions of this Lease Purchase Agreement and the City's option to purchase the Facilities. The City hereby determines and declares that the Improvements and the leasing of the Facilities pursuant to this Lease

Purchase Agreement will result in Facilities of comparable quality and meeting the same requirements and standards as would be necessary if the Improvements were performed by the City other than pursuant to this Lease Purchase Agreement. The City hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Improvements.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. Unless the City has exercised its option to purchase the Facilities and terminate this Lease Purchase Agreement as provided in **Article X**, if (i) any component of the Facilities is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Facilities or the interest of the City or the Bank in the component of the Facilities, is taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, the City will cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Facilities by the City. Any balance of the Net Proceeds remaining after such work has been completed will be held and appropriated by the City for the exclusive purpose of paying Rental Payments under this Lease Purchase Agreement.

If the City determines that the replacement, repair, restoration, modification or improvement of the Facilities is not economically feasible or in the best interest of the City, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, the City will promptly purchase the Facilities by paying the Purchase Price plus any accrued Rental Payments to the Bank and such Net Proceeds will be applied by the City to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price plus any accrued Rental Payments to the Bank will belong to the City.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Facilities in accordance with **Section 11.1**, subject to appropriation of sufficient funds, the City will complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that if by reason of any such insufficiency of the Net Proceeds the City will make any payments pursuant to the provisions in this **Section 11.2**, the City will not be entitled to any reimbursement therefor from the Bank or to any reduction in Rental Payments then due or thereafter coming due.

Section 11.3. Cooperation of the Bank. The Bank will cooperate fully with the City, at the expense of the City, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Facilities or any part thereof and will, to the extent it may lawfully do so, permit the City to litigate in any proceeding resulting therefrom in the name of and on behalf of the Bank. In no event will the Bank voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Facilities or any part thereof without the written consent of the City.

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1. Events of Default Defined. The following will be “Events of Default” under this Lease Purchase Agreement, and the term “Events of Default” will mean, whenever it is used in this Lease Purchase Agreement, any one or more of the following events:

- (a) Failure by the City to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;
- (b) Failure by the City to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank will consent to an extension of such time if the City certifies that corrective action has been instituted by the City within the applicable period and will be diligently pursued until such failure is corrected;
- (c) Any event of default has occurred and is continuing under the Lease that would entitle the party then entitled to enforce the provisions of the Lease against the City to terminate the City’s possession of the Site;
- (d) Any statement, representation or warranty made by the City in or pursuant to any Project Document or any instrument or certificate related thereto or to the Facilities is incorrect, untrue or misleading in any material respect;
- (e) Any provision of any Project Document at any time for any reason ceases to be valid and binding on the City, or is declared to be null and void, or the validity or enforceability thereof is contested by the City or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Bank, or the City denies that it has any further liability or obligation under this Lease Purchase Agreement or the Base Lease; or
- (f) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its essential functions, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

Section 12.2. Remedies. Whenever any Event of Default has occurred and is continuing, the Bank will have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

- (a) By written notice to the City, the Bank may declare all Rental Payments and other amounts payable by the City hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease Purchase Agreement, take possession of the Facilities, sell the Bank's interest in the Base Lease, or lease the Facilities and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with the City remaining liable for the difference between the Rental Payments, Additional Rental and other amounts payable by the City hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Facilities, and, provided further, that, in such event, if the Bank receives a payment for sale of its interest or total Rental Payments for lease of the Facilities that are, after payment of the Bank's expenses in connection therewith, in excess of then applicable Purchase Price plus any accrued Rental Payments, then such excess will be paid to the City either by the Bank, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of the City under this Lease Purchase Agreement.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease Purchase Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank or the City to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Purchase Agreement is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. This Lease Purchase Agreement may be amended, changed or modified in any manner by written agreement of the Bank and the City. Any waiver of any provision of this Lease Purchase Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Maintenance of Tax Exemption.

(a) The City will not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Lease Purchase Agreement to be includable in gross income for federal income tax purposes.

(b) The City will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Lease Purchase Agreement.

(c) The City will use the proceeds of this Lease Purchase Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Lease Purchase Agreement has been executed and delivered. No part of the proceeds of this Lease Purchase Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which would cause this Lease Purchase Agreement to be or become an “arbitrage bond” within the meaning of Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 14.2. Notices. It will be sufficient service of any notice, request, complaint, demand or other paper required by this Lease Purchase Agreement to be given or filed with the Bank or the City if the same is duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. The Bank and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

Section 14.3. Title to Personal Property. Title to any portion of the Facilities that constitutes personal property will vest in the City subject to the Bank’s rights under this Lease Purchase Agreement and the Base Lease; provided that title thereto will thereafter immediately and without any action by the City vest in the Bank and the City will immediately surrender possession thereof to the Bank upon (i) any termination of this Lease Purchase Agreement without the City exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to the Bank pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, the City will execute and deliver any such instruments as the Bank may request to evidence such transfer.

Section 14.4. Security Interest. To secure the payment of all of the City’s obligations under this Lease Purchase Agreement, to the extent permitted by law, the Bank retains a security interest in that portion of the Facilities consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The City consents to the filing of financing statements with respect to such personal property and fixtures and will execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to the Bank, which the Bank deems necessary or appropriate to establish and maintain its security interest.

Section 14.5. Net Lease. It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear “net” lease obligation and that the City will bear all expenses and make all payments consistent with the principle of the “net” Lease. The City hereby assumes and agrees to perform all duties and obligations relating to the Facilities, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of the Bank.

Section 14.6. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease Purchase Agreement or any obligation herein imposed upon the Bank, or the breach thereof, will constitute or give rise to or impose upon the Bank a pecuniary liability.

Section 14.7. Access to Premises. The City agrees that the Bank or any agent or representative of the Bank has the right at all reasonable times to enter upon and to examine and inspect the Facilities. The City further agrees that the Bank and any such agent or representative has such rights of access to the Facilities as may be reasonably necessary to cause the proper maintenance of the Improvements in the event of failure by the City to perform its obligations hereunder.

Section 14.8. Financial Statements. Throughout the Lease Term, the City will deliver to the Bank, within 270 days after each Fiscal Year end, a copy of the City's audited financial statements for such Fiscal Year, or shall make the same available at such time on the City's website or on <https://emma.msrb.org>.

Section 14.9. Title to the Site. The City covenants that the title to the Site is and will remain in the City, subject to the rights of the Bank hereunder and under the Base Lease and the rights of other parties to the documents described in the recitals to the Base Lease.

Section 14.10. Binding Effect. This Lease Purchase Agreement will inure to the benefit of and will be binding upon the Bank and the City and their respective successors and assigns.

Section 14.11. Execution; Electronic Transactions. This Lease Purchase Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease Purchase Agreement may be executed by the Bank and the City all with the same force and effect as though the same counterpart had been executed by both the Bank and the City. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

ZIONS BANCORPORATION, N.A.,
as Lessor

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who, being by me being before me duly sworn did say that (s)he is a _____ of **ZIONS BANCORPORATION, N.A.**, a national banking association formed under the laws of the United States of America, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

[Seal]

Lease Purchase Agreement

Attachment: Lease Purchase Agreement v1 (Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment)

CITY OF HARRISONVILLE, MISSOURI, as Lessee

(SEAL)

By: _____
 Name: Judy Bowman
 Title: Mayor

ATTEST:

 Name: Daniel Barnett
 Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
 COUNTY OF CASS)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public, appeared **JUDY BOWMAN**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

 Printed Name: _____
 Notary Public in and for said State
 Commissioned in _____ County

[Seal]

Lease Purchase Agreement

EXHIBIT A TO LEASE PURCHASE AGREEMENT

RENTAL PAYMENT SCHEDULE

Commencement Date: February 10, 2021

The interest portion of Rental Payments shall accrue on the Principal Amount Outstanding from the date that each amount advanced by the Bank pursuant to **Section 5.2(a)** and **(b)** of the Lease Purchase Agreement is deposited into the Project Fund or the most recent Rental Payment Date for which the interest portion of Rental Payments has been paid, whichever is later, at the rate of 1.35% per annum (computed on the basis of a 360-day year of twelve 30-day months) and shall be payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2021 (each such date being a “Rental Payment Date”). The interest portions and principal portions of Rental Payments shall be payable in accordance with the schedule below, provided that the Rental Payments shown on the Rental Payment Schedule shall be recalculated by the Bank and a revised Rental Payment Schedule shall be provided to the City from time to time in the event of a partial prepayment of Rental Payments. The Purchase Price is equal to the Principal Amount Outstanding on the date set for purchase, taking into account a reduction for any principal portion of Rental Payments paid as part of the Rental Payments due on the date set for purchase if such date is also a Rental Payment Date.

RENTAL PAYMENT SCHEDULE

<u>Rental Payment Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Total Payment</u>
5/1/2021	-	\$11,344.16	\$11,344.16
11/1/2021	\$274,700	25,209.24	299,909.24
5/1/2022	-	24,229.14	24,229.14
11/1/2022	272,700	25,103.26	297,803.26
5/1/2023	-	23,262.54	23,262.54
11/1/2023	1,085,700	23,262.54	1,108,962.54
5/1/2024	-	15,934.06	15,934.06
11/1/2024	1,041,100	15,934.06	1,057,034.06
5/1/2025	-	8,906.64	8,906.64
11/1/2025	1,055,200	8,906.64	1,064,106.64
5/1/2026	-	1,784.03	1,784.03
11/1/2026	86,900	1,784.03	88,684.03
5/1/2027	-	1,197.45	1,197.45
11/1/2027	88,100	1,197.45	89,297.45
5/1/2028	-	602.78	602.78
11/1/2028	89,300	602.78	89,902.78

EXHIBIT B TO LEASE PURCHASE AGREEMENT

OTHER PROVISIONS

Improvements: The Improvements consist of the following, together with related improvements, fixtures, equipment and furnishings and support facilities, all at the site upon which the City's community center is located:

- Community Center Pool HVAC
- Other Community Center HVAC Units and related HVAC equipment and improvements
- Fitness Equipment
- Flooring Replacement
- Divider Curtain
- Duct Work Repair & Painting
- Storage Building
- Social Hall Dividers
- Indoor Pool Rebuild Pool Main Pump
- Indoor Pool Replace Pool Heater
- Indoor Pool Replace Filter Valves & Chemtrol
- Batting Cage
- Software
- Splash Pad
- Obstacle Course On Southside Grass Area
- Playground Equipment
- Patio Shade Structures
- Replace Sauna
- Wall Climbing Course

Offsite Projects: The Offsite Projects consist of the following, together with related improvements, fixtures, equipment and furnishings and support facilities, which will not be located on the site upon which the City's community center is located:

- Replace 2016 Ford F450 Type I Ambulance
- Administrative Vehicles
- Replace Current Outdated Camera System W/New System
- Replace Two Patrol Vehicles
- Replace Existing 2006 Animal Control Vehicle & Box
- Replace Bobcat 773 Skid Steer Loader & Equipment
- Replace 20 Year Old Jet Truck
- Camera Truck to Televis Problem Areas
- Skid Steer & Equipment
- Ranger
- Mower
- Kobota Tractor
- 4X4 3/4 Ton Truck
- 4X4 Service Body Truck
- Outdoor Pool Repairs
- Pole Barn - Parks Equipment Storage 30 X 40 Barn
- Replace Shelter Concrete

Facilities: The City's Community Center located at 2400 Jefferson Parkway in Harrisonville, Missouri.

Intended use of Facilities: Municipal community center.

Fiscal Year: The City's Fiscal Year currently begins on January 1 of each year.

Addresses: The following addresses will be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to the Bank: Zions Bancorporation, N.A.
1 South Main Street 17th Floor
Salt Lake City, UT 84133
- (b) If to the City: City of Harrisonville, Missouri
300 E Pearl Street
Harrisonville, MO 64701
Attention: City Clerk

EXHIBIT C TO LEASE PURCHASE AGREEMENT
COMPLETION CERTIFICATE

Zions Bancorporation, N.A.
 1 South Main Street 17th Floor
 Salt Lake City, UT 84133

Re: Lease Purchase Agreement, dated as of February 10, 2021 (the "Lease Purchase Agreement"), between Zions Bancorporation, N.A. and the City of Harrisonville, Missouri

Ladies and Gentlemen:

Pursuant to the Lease Purchase Agreement, the undersigned hereby certify (a) all terms in this certificate are used with the meanings used in said Lease Purchase Agreement, (b) the Improvements were completed on _____, 20__, (c) the Offsite Projects were completed on _____, 20__, (d) all other facilities necessary in connection with the Improvements have been completed, (e) the Improvements and such other facilities have been completed in accordance with the Plans and Specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (f) all Project Costs have been paid. This certificate is given without prejudice to any rights of City that now exist or may subsequently come into being against third parties.

Date: _____

CITY OF HARRISONVILLE, MISSOURI

By: _____
 City Representative

SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**DESCRIPTION OF THE SITE****Community Center Site:**

LOT 1, COMMUNITY CENTER, A SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDING TO PLAT RECORDED IN BOOK 17 AT PAGE 61.

ESCROW AGREEMENT

This Escrow Agreement (this “Agreement”), dated February 10, 2021, by and among **ZIONS BANCORPORATION, N.A.**, a national banking association (hereinafter referred to as “Lessor”), **CITY OF HARRISONVILLE, MISSOURI**, a body politic and corporate of the State of Missouri (hereinafter referred to as “Lessee”), and **ZIONS BANCORPORATION, National Association**, a national banking association (hereinafter referred to as “Escrow Agent”).

Reference is made to that certain Lease Purchase Agreement, dated February 10, 2021, between Lessor and Lessee (hereinafter referred to as the “Lease”), covering the acquisition of certain Improvements and Offsite Projects and lease of certain Facilities. It is a requirement of the Lease that the deposits to the Project Fund under **Section 5.2** of the Lease (the “Lease Proceeds”) be deposited with the Escrow Agent hereunder for the purpose of providing a mechanism for the application of such amounts to the payment of Project Costs (as defined in the Lease).

The parties agree as follows:

1. Creation of Project Fund.

(a) There is hereby created a special trust fund to be known as the “City of Harrisonville, Missouri Project Fund” (the “Project Fund”) to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. On the date hereof, Lessor has caused the amount of \$3,734,700 (the “Initial Lease Proceeds Installment”) to be transferred to Escrow Agent for deposit into the Project Fund as the initial installment of Lease Proceeds. In accordance with **Section 5.2** of the Lease, the Lessor will make a subsequent installment of Lease Proceeds, which shall also be deposited in the Project Fund.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Project Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Project Fund, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Project Fund shall become part of the Project Fund, and gains and losses on the investment of the moneys on deposit in the Project Fund shall be borne by the Project Fund. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Project Fund and is not a trustee or a fiduciary to Lessee. The Escrow Agent shall not be responsible for any market decline in the value of the Project Fund and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Project Fund, except upon specific written instructions stated herein. For purposes of this agreement, “Qualified Investments” means any investments which meet the requirements of the investment of public funds by Lessee in accordance with applicable Missouri law and any applicable policy that the governing body of the Lessee has adopted with respect to the investment of public funds.

(c) Lessee covenants that all investments of amounts deposited in the Project Fund or other fund containing gross proceeds of the Lease will be acquired, disposed of and valued at the fair market

value thereof. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”) will be valued at their present value. Terms used in this subsection (c) shall have the meanings given them in the applicable provisions of the Code.

(d) Unless the Project Fund is earlier terminated in accordance with the provisions of paragraph (e) below, amounts in the Project Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Project Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition and/or construction of the Improvements and/or Offsite Projects. Any moneys remaining in the Project Fund on or after the date on which Lessee executes the Completion Certificate required under the Lease shall be applied as provided in Section 4 hereof.

(e) The Project Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Project Fund (including delivery to Lessor by Lessee of an executed Completion Certificate contained in the Lease), or (ii) written notice given by Lessor of the occurrence of a default or non-appropriation of the Lease.

(f) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. In the event conflicting instructions as to the disposition of all or any portion of the Project Fund are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(g) To the extent permitted by law, unless the Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys’ fees and the cost of defending any action, suit or proceeding or resisting any claim.

(h) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys’ fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(i) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(j) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Project Fund and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Project Fund.

(k) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 90 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Project Fund in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Project Fund.

(l) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Improvements and Offsite Projects.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition and construction of the Improvements and Offsite Projects, with moneys available in the Project Fund. Lessee represents the estimated costs of the Improvements and Offsite Projects are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Improvements and Offsite Projects, and the operation and maintenance thereof.

(b) Authorized Project Fund Disbursements. Disbursements from the Project Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the costs of the Improvements and Offsite Projects and any Lease delivery costs.

(c) Requisition Procedure. No disbursement from the Project Fund shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Project Fund there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by the Mayor, City Clerk or City Administrator of Lessee (a "City Representative") and by any Vice President of the Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1, making the certifications set out in Schedule 1; and
2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and any additional documentation reasonably requested by Lessor.

3. Deposits to Project Fund. Upon execution of the Lease and the satisfaction of any conditions specified in the Lease or otherwise, Lessor will cause the Initial Lease Proceeds Installment to be deposited into the Project Fund. In accordance with **Section 5.2** of the Lease, the Lessor will make subsequent installments of Lease Proceeds, which shall also be deposited in the Project Fund. Lessee agrees to pay any costs with respect to the Improvements and/or Offsite Projects in excess of amounts available therefor in the Project Fund and to pay delivery costs in excess of amounts available therefor in the Project Fund; provided, however, that any amount required for either such purpose shall be payable solely from moneys that have been appropriated by Lessee for such purpose.

4. Excessive Project Fund. Any funds remaining in the Project Fund on or after the date on which Lessee executes the Completion Certificate, or upon a termination of the Project Fund as otherwise provided herein, shall be delivered by the Escrow Agent to Lessor, and Lessor shall apply such funds to amounts owed under the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Project Fund and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Project Fund and all proceeds thereof, and all investments made with any amounts in the Project Fund. If the Project Fund or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Project Fund. In order to perfect Lessor's security interest by means of control in (i) the Project Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Project Fund, (iii) all of Lessee's rights in respect of the Project Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Uniform Commercial Code of the State of Utah ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement

and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Project Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Project Fund. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Project Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Project Fund shall be treated as a financial asset under such section of the Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 9 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Project Fund statements or reports issued or sent to Lessee with respect to the Project Fund.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Fees. The Escrow Agent shall receive a fee of \$500 annually for establishing and maintain the Project Fund as described in this Agreement.

9. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: ZIONS BANCORPORATION, N.A.
1 South Main Street 17th Floor
Salt Lake City, UT 84133
Attn: Jon Dunfield, Vice President

If to Lessee: CITY OF HARRISONVILLE, MISSOURI
300 E Pearl Street
Harrisonville, MO 64701
Attention: City Clerk

If to Escrow Agent: ZIONS BANCORPORATION, National Association
130 South Bemiston Ave, Suite 305
St. Louis, MO. 63105
ATTN: James P. Agnew, Vice President

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

ZIONS BANCORPORATION, N.A.
as Lessor

CITY OF HARRISONVILLE, MISSOURI
as Lessee

By: _____
_____, Vice President

By: _____
Mayor

ZIONS BANCORPORATION, National Association
as Escrow Agent

By: _____
_____, Vice President

SCHEDULE 1

TO THE ESCROW AGREEMENT

FORM OF DISBURSEMENT REQUEST

Re: Lease Purchase Agreement, dated February 10, 2021 (the "*Lease*"), between ZIONS BANCORPORATION, N.A., as Lessor, and the CITY OF HARRISONVILLE, MISSOURI, as Lessee (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

1. In accordance with the terms of the Escrow Agreement, dated February 10, 2021 (the "*Escrow Agreement*") by and among the Lessor, the Lessee, and ZIONS BANCORPORATION, National Association, (the "*Escrow Agent*"), the undersigned Lessee hereby requests the Escrow Agent pay the following persons the following amounts from the Project Fund created under the Escrow Agreement for the following purposes:

PAYEE'S NAME AND ADDRESS	DOLLAR AMOUNT	PURPOSE (INCLUDE SPECIFICATION OF IMPROVEMENTS OR OFFSITE PROJECTS)

2. The undersigned hereby certifies as follows:

(i) Any Improvements described in this request have been constructed or located upon the Project Site (as defined in the Lease).

(ii) An obligation in the stated amount for each item in the table above has been incurred by Lessee, and the same is a proper charge against the Project Fund for costs relating to the Improvements and/or Offsite Projects identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Improvements and/or Offsite Projects relating to such obligation has been constructed, delivered, installed, is operating in a manner consistent with the manufacturer's intended use (if applicable) and has been inspected and finally accepted for all purposes by Lessee. If such disbursement is the final disbursement, the Lessee has provided the Lessor with a certificate of completion from any architect or contractor relating to the Improvements. Lessee has conducted such inspection and/or testing of the Improvements and/or Offsite Projects relating to such obligation as it deems necessary and appropriate in order to determine the capability and functionality of the Improvements and/or

Offsite Projects in order to accept such property. ***Attached hereto is the original invoice with respect to such obligation.***

(iii) The undersigned, as City Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Facilities (as defined in the Lease) are insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) No Material Adverse Change in Lessee's financial condition shall have occurred since the date of the execution of the Lease.

(ix) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____

By: _____
City Representative

Disbursement of funds from the Project Fund in accordance with the foregoing Disbursement Request hereby is authorized

ZIONS BANCORPORATION, N.A.,
as Lessor under the Lease

By: _____
Name: _____
Title: _____

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	LEASE PURCHASE AGREEMENT
DATE OF DOCUMENT:	February 10, 2021
GRANTOR(S) NAME AND MAILING ADDRESS:	ZIONS BANCORPORATION, N.A. 1 South Main Street 17th Floor Salt Lake City, UT 84133 Attn: Gary Hansen
GRANTEE(S) NAME AND MAILING ADDRESS:	CITY OF HARRISONVILLE, MISSOURI 300 E Pearl Street Harrisonville, MO 64701 Attention: City Clerk
RETURN DOCUMENTS TO:	David S. Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas County, Missouri 64108
LEGAL DESCRIPTION:	See Schedule 1 attached

LEASE PURCHASE AGREEMENT

between

**ZIONS BANCORPORATION, N.A.
as the Lessor**

and

**CITY OF HARRISONVILLE, MISSOURI
as the Lessee**

LEASE PURCHASE AGREEMENT

LESSOR: **ZIONS BANCORPORATION, N.A.**, a national banking association formed under the laws of the United States of America

LESSEE: **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision of the State of Missouri

DATE: **As of February 10, 2021**

THIS LEASE PURCHASE AGREEMENT, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, “Lessor” or “Bank”), and the Lessee named above (together with its successors, “Lessee” or “City”),

WITNESSETH:

WHEREAS, upon the background provided by the recitals contained in the Base Lease (defined herein) the Bank proposes to take the following actions:

- (a) Lease from the City, the real property described in **Schedule 1** (the “Site”);
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on **Exhibit A** to pay costs of completing the improvements described on **Exhibit B** (the “Improvements”), all of which Improvements will be located on the Site, and the costs of certain vehicles, equipment and improvements located on property other than the Site described on **Exhibit B** (the “Offsite Projects”); and
- (c) Lease its interest in the Site and the Improvements (together, the “Facilities”) to the City for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, the City, pursuant to the foregoing proposals of the Bank, desires to lease the Facilities from the Bank, for the rentals and upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Bank and the City do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease Purchase Agreement will have the following meanings, unless some other meaning is plainly intended:

“Additional Rent” means those payments required to be made by the City by **Section 4.2**.

“Bank Representative” means the person or persons at the time designated to act on behalf of the Bank in matters relating to the Base Lease and this Lease Purchase Agreement as evidenced by a written

certificate furnished to the City containing the specimen signature of such person or persons and signed on behalf of the Bank by its authorized officer. Such certificate may designate an alternate or alternates, each of whom will be entitled to perform all duties of the Bank Representative.

“Base Lease” means the Base Lease, dated as of the date hereof, between the Bank and the City, as from time to time supplemented or amended in accordance with **Section 19** of the Base Lease.

“City Representative” means the Mayor, City Administrator, City Clerk, or such other person or persons at the time designated to act on behalf of the City in matters relating to the Base Lease and this Lease Purchase Agreement as evidenced by a written certificate furnished to the Bank containing the specimen signature of such person or persons and signed on behalf of the City by its City Administrator. Such certificate may designate an alternate or alternates each of whom will be entitled to perform all duties of the City Representative.

“Code” means Internal Revenue Code of 1986, as amended.

“Commencement Date” is the date when the term of this Lease Purchase Agreement and the City’s obligation to pay rent commences, which date will be the date on which the first installment of funds to pay the Project Costs are deposited in the Project Fund.

“Completion Date” means the date of completion of the Improvements and Offsite Projects as that date is certified as provided in **Section 5.4**.

“Construction Contract” means the construction contract for the construction of the Improvements in accordance with the Plans and Specifications.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the City or the Bank.

“Escrow Agreement” means the Escrow Agreement, dated as of the date hereof, among the Bank, the City, and the Escrow Agent.

“Escrow Agent” means Zions Bancorporation, National Association, acting in its capacity as Escrow Agent under the Escrow Agreement.

“Event of Default” or **“Default”** means any Event of Default as defined in **Section 12.1**.

“Facilities” means the Facilities referred to in the recitals of this Lease Purchase Agreement, including the Bank’s interest in the Site and the Improvements, but specifically excludes the Offsite Projects.

“Fiscal Year” means the fiscal year of the City for financial and budgetary purposes as set forth on **Exhibit B**.

“Impositions” means those Impositions defined as such in **Article VI**.

“Issuance Year” is the calendar year in which the Commencement Date occurs.

“Lease Purchase Agreement” means this Lease Purchase Agreement between the Bank and the City, as from time to time supplemented and amended in accordance with **Article XIII**.

“Lease Term” means the Original Term and any Renewal Terms.

“Maximum Lease Term” means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

“Net Proceeds” when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of the City and the Bank) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the initial term of this Lease Purchase Agreement beginning as of the Commencement Date and ending on the last day of the City’s current Fiscal Year.

“Plans and Specifications” means the Plans and Specifications for the Improvements referred to in **Section 5.1**, any amendments and additions thereto, and any change orders thereto.

“Principal Amount Outstanding” refers to the total of all amounts advanced to date by the Bank pursuant to **Section 5.2(a)** and **(b)**, less the total of all Rental Payments paid to date to the extent that such Rental Payments are attributed to the principal portion of Rental Payments.

“Project Costs” means all reasonable or necessary expenses incidental to the completion of the Improvements, the completion of the Offsite Projects, and the delivery of this Lease Purchase Agreement, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

“Project Documents” means the Base Lease, this Lease Purchase Agreement, the Escrow Agreement, the Construction Contract and any other agreements, documents or certificates related to the foregoing or the Facilities.

“Project Fund” means the Project Fund, established pursuant to this Lease Purchase Agreement and the Escrow Agreement.

“Purchase Price” means the amount designated as such on **Exhibit A** that the City may, in its discretion, pay to the Bank to purchase the Facilities.

“Renewal Terms” means the renewal terms of this Lease Purchase Agreement during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with the City’s Fiscal Year except as otherwise provided in said **Section 3.2**.

“Rental Payment Dates” means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

“Rental Payments” means those payments required to be made by the City by **Section 4.1**.

“Site” means the real property described in **Schedule 1** to this Lease Purchase Agreement.

“State” means the State of Missouri.

Section 1.2. Rules of Construction. Words of the masculine gender will be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, the words importing the singular number will include the plural and vice versa, and words

importing person will include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease Purchase Agreement and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule will be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Lease Purchase Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original, and all of which together will constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Lease Purchase Agreement will be construed and enforced in accordance with the laws of the State. Wherever in this Lease Purchase Agreement it is provided that either party will make any payment or perform or refrain from performing any act or obligation, each such provision will, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof will be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof will not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined will have the meaning ascribed to such terms by accounting principles generally accepted in the United States of America, as from time to time in effect.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City represents, warrants and covenants as follows:

- (a) The City is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The lease of the Facilities by the Bank to the City, as provided in this Lease Purchase Agreement, is necessary, desirable and in the public interest, and the City hereby declares its current need for the Facilities;

(c) The Improvements, when completed in accordance with the Plans and Specifications and the Construction Contract, will result in a structurally sound facility and related improvements which will be in compliance with all applicable building and design codes and the City's requirements and will result in a facility suitable for the use by the City set forth on **Exhibit B**;

(d) The City has estimated, and the City believes, that the aggregate of the Project Costs, including the Improvements constructed in accordance with the Plans and Specifications and the Construction Contract and the Offsite Projects, will not exceed the amount being provided by the Bank under this Lease Purchase Agreement together with other funds the City has available to pay such Project Costs;

(e) The City has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at meetings duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents;

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is a party or by which the City is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of the City to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of the Bank or its assigns under any Project Document;

(h) the City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Facilities will be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Project Documents;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) The City will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(k) The City has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition and construction by the City of the Improvements and the Offsite Projects; and

(l) During the Lease Term, the Facilities will be used by the City only for the purpose of performing governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

ARTICLE III

GRANTING PROVISIONS; TERM

Section 3.1. Granting of Leasehold. The Bank, by these presents, hereby rents, leases and lets the Facilities unto the City, and the City hereby rents, leases and hires the Facilities from the Bank for the Rental Payments and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Purchase Agreement Term. The Original Term will commence as of the Commencement Date and will terminate on the last day of the City's current Fiscal Year. The Lease Term may be continued, at the option of the City, at the end of the Original Term or any Renewal Term for an additional one-year Renewal Term; provided that the final Renewal Term will not extend beyond the final Rental Payment Date set forth on **Exhibit A**. The City will be deemed to have exercised its option to continue this Lease Purchase Agreement for the next Renewal Term unless the City has terminated this Lease Purchase Agreement pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided on **Exhibit A**.

The City currently intends, subject to the provisions of **Section 3.3**, to continue this Lease Purchase Agreement through the Maximum Lease Term and to pay the Rental Payments hereunder. The City reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of the City will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease Purchase Agreement for any Renewal Term is to be made in accordance with the City's normal procedures for such decisions, and the then-current governing body of the City will have the final responsibility for that decision.

Section 3.3. Nonappropriation. The City is obligated only to pay such Rental Payments under this Lease Purchase Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current Fiscal Year. Should the City fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease Purchase Agreement will be deemed terminated at the end of the then current Original Term or Renewal Term. The City agrees to deliver notice to the Bank of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the term beyond such Original Term or Renewal Term. If this Lease Purchase Agreement is terminated in accordance with this Section, the City agrees to transfer possession of the Facilities to the Bank.

Section 3.4. Use of Premises. The City will have the right to use the Facilities for any essential governmental or proprietary purpose of the City, subject to the limitations contained in the Project Documents.

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTAL PAYMENTS

Section 4.1. Rental Payments. The City will promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to the Bank on each Rental Payment Date, in such amounts as are described on **Exhibit A**. The City will pay the Bank a charge on any Rental Payment not paid on the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

Section 4.2. Additional Rent. The City will pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.6** or **14.5** and all other payments of whatever nature which the City has agreed to pay or assume under this Lease Purchase Agreement; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease Purchase Agreement by the Bank. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.3. Rental Payments and Additional Rent Constitute Current Expense. The obligation of the City to pay the Rental Payments and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of the City and does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation; such obligation will not be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year will be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Facilities and the Net Proceeds of any insurance or condemnation awards.

Section 4.4. Rental Payments and Additional Rent Payable Without Abatement or Set-Off; the City's Obligations. Subject to the provisions of **Section 3.3**, the City covenants and agrees that all payments of Rental Payments and Additional Rent will be made by the City on or before the date the same become due, and the City will perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rental Payments and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising and irrespective of whether the acquisition or construction of the Improvements or the Offsite Projects has been started or completed.

Nothing in this Lease Purchase Agreement will be construed as a waiver by the City of any rights or claims the City may have against the Bank under this Lease Purchase Agreement or otherwise, but any recovery upon such rights and claims will be from the Bank separately, it being the intent of this Lease Purchase Agreement that the City will be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease Purchase Agreement, including its obligation to pay Rental Payments and Additional Rent. The City may, however, at its own cost and expense and in its own name or in the name of the Bank, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Bank hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Bank in any such action or proceeding if the City so requests.

Section 4.5. Prepayment of Rental Payments. The City may at any time, upon 30 days' notice to the Bank, prepay all or any part of the Rental Payments provided for hereunder.

Section 4.6. Advances. In the event the City fails to either maintain the insurance required by this Lease Purchase Agreement or keep the Facilities in good repair, the Bank may, but will be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Facilities and pay the cost thereof. All amounts so advanced by the Bank will constitute Additional Rent for then current Original Term or Renewal Term and the City covenants and agrees to pay such amounts so advanced by the Bank with interest thereon from the date advanced by the Bank until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless the City provides evidence of the insurance coverage required by this Lease Purchase Agreement, the Bank may purchase insurance at the City's expense to protect the Bank's interests hereunder. This insurance may, but need not, protect the City's interests. The coverage that the Bank may purchase may not pay any claim that the City may make or any claim that may be made against the City in connection with the Facilities. The City may later cancel any insurance purchased by the Bank, but only after providing evidence that the City has obtained insurance as required by this Lease Purchase Agreement. If the Bank purchases insurance for the Facilities, the City will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Additional Rent. The costs of the insurance may be more than the cost of insurance the City may be able to obtain on its own.

ARTICLE V

ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF THE IMPROVEMENTS AND ACQUISITION OF THE OFFSITE PROJECTS

Section 5.1. Construction of Improvements. The City has entered, or will enter, into the Construction Contract providing for the completion of the Improvements and has provided, or will provide immediately upon entering such Construction Contract, a copy of such Construction Contract to the Bank. The City will cause the Improvements to be completed in accordance with the Plans and Specifications and the Construction Contract as promptly as practicable and with all reasonable dispatch.

Concurrently with the delivery of this Lease Purchase Agreement, the City will file with the Bank the Plans and Specifications in the form in which they then exist (it being understood that the Plans and Specifications may not be complete at that time). Thereafter pursuant to the requirements of **Section 5.3**, the City will promptly file the completed Plans and Specifications and such additions and supplements thereto as the same are prepared.

Section 5.2. Project Fund; Payment of Project Costs.

(a) Under the Escrow Agreement, there is hereby established in the custody of the Escrow Agent an account designated as the "*City of Harrisonville, Missouri – Project Fund*" to be held and administered by the Escrow Agent in accordance with the Escrow Agreement. On the Commencement Date, the Bank shall deposit the amount of **\$3,734,700.00** into the Project Fund. Project Costs shall be paid from the Project Fund in accordance with and subject to the terms and conditions set forth in this Section and in the Escrow Agreement. Moneys in the Project Fund will be used only to pay for Project Costs, including costs of delivering this Lease Purchase Agreement. Payment will be made from the Project Fund

for the Project Costs in accordance with the terms of the Escrow Agreement, including the submission of a “Disbursement Request,” the form of which is set out in Schedule 1 to the Escrow Agreement, which shall be submitted to the Bank and the Escrow Agent by the City.

(b) On February 1, 2022, the Bank shall deposit the amount of **\$259,000.00** into the Project Fund, so that the total amounts deposited into the Project Fund by the Bank pursuant to this Lease Purchase Agreement is equal to **\$3,993,700.00**. Such amounts shall be applied in accordance with this Section and the Escrow Agreement.

(c) The Project Fund will terminate upon the occurrence of the earlier of (1) the presentation to the Bank of (i) a Completion Certificate, a form of which is attached hereto as **Exhibit C**, and (ii) a certificate of an insurance consultant and/or certificates of insurance evidencing compliance with **Section 7.1** of this Lease Purchase Agreement; or (2) the occurrence and continuance beyond any applicable grace or cure period of an Event of Default under **Section 12.1** giving rise to remedies under **Section 12.2**. The Completion Certificate may also state that it is given without prejudice to any rights of the City that then exist or may subsequently come into being against third parties. Upon termination as described in (1) or (2), any amount remaining in the Project Fund will be promptly applied by the Bank, without further authorization, as provided in **Section 5.4** of this Lease Purchase Agreement.

Section 5.3. Changes in the Plans and Specifications or Construction Contract or Modifications of the Improvements. The City may make any changes in or modifications of the Plans and Specifications subsequent to the date of this Lease Purchase Agreement and prior to the Completion Date, may make any changes in or modifications of the Construction Contract and may make any deletions from or substitutions or additions to the Improvements (such completion, changes, modifications, deletions, substitutions and additions being together herein called “change orders”), subject to satisfaction of the following conditions:

(a) Such change orders do not materially alter the size, scope or character of the Improvements or impair the structural integrity or utility of the Improvements;

(b) Prior approval of the contractors’ surety has been obtained;

(c) Such change order will not substantially postpone the date by which the Improvements are required to be completed or alter the amount of liquidated damages resulting from the failure to complete the Improvements by that date without the prior written approval of the Bank; and

(d) To the extent that any change order, together with all prior change orders, will increase the estimated Project Costs by more than 5%, (i) the City has set aside in a separate account funds to be used solely to pay Project Costs and sufficient to pay such excess, (ii) payment of Project Costs equal to the amount of such excess will be paid by the City directly to the contractors and to the suppliers of materials and services as the same become due, (iii) the City will save the Bank whole and harmless from any obligation to pay such excess, and (iv) any such payment by the City will not diminish the City’s obligation to make Rental Payments or other payments under this Lease Purchase Agreement.

No change order will be effective until delivered to the Bank in accordance with the foregoing provisions.

Section 5.4. Completion Date; Excess Funds. The Completion Date will be evidenced to the Bank upon receipt by the Bank of a Completion Certificate complying with the requirements of **Section**

5.2(c). In the event that any moneys remain in the Project Fund on the Completion Date, such moneys will be paid to the Bank as a reduction of the Principal Amount Outstanding.

Section 5.5. Design, Construction and Maintenance. The Bank will have no responsibility in connection with the selection of the Improvements or Offsite Projects, any contractor, subcontractor or supplier, the Plans and Specifications or the design of the Improvements or Offsite Projects, their suitability for the use intended by the City, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Improvements or Offsite Projects. The Bank has no obligation to acquire, construct, furnish, equip, install, erect, test, inspect, service or maintain the Facilities, the Offsite Projects or any portion thereof under any circumstances, but such actions will be the obligation of the City. The Bank's sole responsibility in connection with the Improvements and the Offsite Projects is to deposit the sums in the Project Fund to pay Project Costs in accordance with the terms and conditions of this Lease Purchase Agreement.

Section 5.6. Warranties. The Bank hereby assigns to the City for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Improvements, and the Bank hereby authorizes the City to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the City's expense. The City's sole remedy for the breach of such warranties, guarantees or other contract rights will be against any contractor, subcontractor or supplier, and not against the Bank, nor will such matter have any effect whatsoever on the rights of the Bank with respect to this Lease Purchase Agreement, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. The City expressly acknowledges that the Bank does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Improvements or Offsite Projects.

Section 5.7. DISCLAIMER OF WARRANTIES. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE FACILITIES OR OFFSITE PROJECTS OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE PURCHASE AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE FACILITIES OR OFFSITE PROJECTS OR ANY PART THEREOF.

Section 5.8. Offsite Projects. Except for the payment of the costs thereof as Project Costs as described in this Article, the Offsite Projects are not subject to this Lease Purchase Agreement or any of the Project Documents. The Bank shall have no right or interest (security interest or otherwise) in or obligation with respect to the Offsite Projects. The City shall contract for and arrange delivery, installation and completion of the Offsite Projects as it sees fit, provided that the application of proceeds of this Lease Purchase Agreement to the costs of the Offsite Projects shall be in accordance with Section 5.2 of this Lease Purchase Agreement and the provisions of the Escrow Agreement.

ARTICLE VI

IMPOSITIONS

Section 6.1. Impositions. The City will bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully

taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Facilities, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bank or encumber the Facilities (all of the foregoing being herein referred to as "Impositions").

Section 6.2. Contest of Impositions. The City has the right, in its own name or in the Bank's name, to contest the validity or amount of any Imposition which the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the contested Imposition becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Bank notifies the City that, in the opinion of Counsel, by nonpayment of any such items the interest of the Bank in the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay such taxes, assessments or charges or provide the Bank with full security against any loss which may result from nonpayment, in form satisfactory to the Bank. The Bank agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to Impositions. The City will hold the Bank whole and harmless from any costs and expenses the Bank may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.1. Insurance Required. The City will, during the Lease Term, cause the Facilities to be kept continuously insured against such risks customarily insured against for facilities such as the Facilities and will pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Facilities against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by the City. The full insurable value of the Facilities may be determined from time to time at the request of the City or the Bank (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to the Bank's approval, and paid by the City. The policy or policies of such insurance will name the City and the Bank as insureds and loss payees. All proceeds from such policies of insurance will be applied as provided in **Article XI**. During completion of the Improvements, the City may cause to be provided, insofar as the Improvements are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a);

(b) During the completion of the Improvements and in lieu of the insurance required in subparagraph (a) of this Section, builder's risk-completed value insurance insuring the Improvements against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Improvements (subject to reasonable loss deductible clauses), but in no event will such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance

company or companies authorized to do business in the State as may be selected by the City. Such policy or policies of insurance will name the City and the Bank as insureds and loss payees, and all payments received under such policy or policies by the City will be paid over to the Bank;

(c) Comprehensive general accident and public liability insurance, under which the City and the Bank are named as insureds, in an amount not less than the limitation on awards for liability in effect from time to time under Section 537.610, RSMo.;

(d) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State; and

(e) Labor and material payment bonds, to the extent required by law, with respect to the contracts for the construction of the Improvements.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance will be delivered by the City to the Bank. All policies of such insurance, and all renewals thereof, will contain a provision (if obtainable from the chosen insurer) that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to the City and the Bank.

Nothing in this Lease Purchase Agreement will be construed as preventing the City from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease Purchase Agreement respecting insurance are complied with.

Section 7.2. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under the Construction Contract or any other contract made in connection with the completion of the Improvements, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the City against the contractor or subcontractor in default and against each surety on any bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the City of any amounts theretofore paid by the City and not previously reimbursed to the City for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, will be held by the City in a separate account and not commingled with other funds of the City and, if received before the Completion Date, will be deposited in the Project Fund or, if received after the Completion Date, will be appropriated solely for the purpose of paying Rental Payments under this Lease Purchase Agreement.

Section 7.3. Release and Indemnification. To the extent permitted by law, the City will indemnify, protect, hold harmless, save and keep the Bank harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease Purchase Agreement, (b) the process or completion of the Improvements, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Facilities during the Lease Term or otherwise arising during the Lease Term because of the Bank's interest in the Facilities, and/or (d) the breach of any covenant by the City herein or any material misrepresentation by the City contained herein. The indemnification arising under this section will continue in full force and effect notwithstanding the full payment of all obligations under this Lease Purchase Agreement or the termination of this Lease Purchase Agreement for any reason.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1. Assignment by the Bank. The Bank's right, title and interest in, to and under this Lease Purchase Agreement and the Facilities may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Bank without the necessity of obtaining the consent of the City; provided that any assignment will not be effective until the City has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee; and further provided that such right, title and interest may only be assigned to: (i) an affiliate of the Bank; (ii) a "Bank" as defined in Section 3(a)(2) of the Securities Act of 1933 as amended (the "Securities Act"); (iii) an "Accredited Investor" as defined in Regulation D under the Securities Act; or (iv) a "Qualified Institutional Buyer" as defined in Rule 144A under the Securities Act. The City agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by the Bank or any assignee to protect its interests in the Facilities and in this Lease Purchase Agreement. The City will not have the right to and will not assert against any assignee any claim, counterclaim or other right the City may have against the Bank.

Section 8.2. Assignment and Subleasing by the City. None of the City's right, title and interest in, to and under this Lease Purchase Agreement and in the Facilities may be assigned or encumbered by the City for any reason, except to the extent so assigned or encumbered by the Project Documents, and except that the City may sublease all or part of the Facilities if the City obtains the prior written consent of the Bank and an opinion of nationally recognized counsel in the area of tax-exempt obligations of state and local governments satisfactory to the Bank that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Facilities will be subject to this Lease Purchase Agreement and the rights of the Bank in, to and under this Lease Purchase Agreement and the Facilities.

ARTICLE IX

MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1. Maintenance, Repairs and Modifications. The City will, at its own expense, maintain, preserve and keep the Facilities in good repair, working order and condition, and will from time to time make all repairs, replacements and improvements necessary to keep the Facilities in such condition. The Bank has no responsibility for any repairs, replacements or improvements. In addition, the City will, at its own expense, have the right to remodel any portion of the Improvements or to make additions, modifications and improvements thereto. All such additions, modifications and improvements will thereafter comprise part of the Facilities and be subject to the provisions of this Lease Purchase Agreement; provided, however, that the City may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) will remain the property of the City and will not be subject to the provisions of this Lease Purchase Agreement. Such additions, modifications and improvements will not in any way damage the Improvements nor cause it to be used for purposes other than those permitted by this Lease Purchase Agreement and authorized under the provisions of municipal, state and federal law. The Facilities, upon completion of any additions, modifications and improvements made pursuant to this Section, will be of a value which is not substantially less than the value of the Facilities immediately prior to the making of such

additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the City in such manner and on such terms as are determined by the City. The City will not permit any mechanic's or other lien to be established or remain against the Facilities for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by the City pursuant to this Section; provided that if any such lien is established and the City will first notify the Bank of the City's intention to do so, the City may in good faith contest any lien filed or established against the Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Bank will notify the City that, in the opinion of Counsel, by nonpayment of any such item the interest of the Bank in the Facilities will be materially endangered or the Facilities or any part thereof will be subject to loss or forfeiture, in which event the City will promptly pay and cause to be satisfied and discharged all such unpaid items or provide the Bank with full security against any such loss or forfeiture, in form satisfactory to the Bank. The Bank will cooperate fully with the City in any such contest, upon request and at the expense of the City.

Section 9.2. Liens. The City will not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facilities, other than the respective rights of the Bank and the City as herein and in the Base Lease provided. Except as expressly provided in this Article, the City will promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same will arise at any time. The City will reimburse the Bank for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE X

OPTION TO PURCHASE THE FACILITIES

Section 10.1. The City's Option to Purchase the Facilities. The City has the option to purchase the Bank's interest in the Facilities, upon giving written notice to the Bank at least 30 days before the date of purchase, at the following times and upon the following terms:

- (a) On any Rental Payment Date, upon payment in full of the Rental Payments then due hereunder plus then applicable Purchase Price set forth on **Exhibit A**; or
- (b) On any other date (that is not a Rental Payment Date), upon payment in full of the unpaid interest portion of Rental Payments accrued to the date set for purchase plus all remaining principal portions of Rental Payments set forth on **Exhibit A**.

Section 10.2. Determination of Fair Purchase Price. The City and the Bank hereby agree and determine that the Rental Payments hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Facilities and that the amount required to exercise the City's option to purchase the Bank's interest in the Facilities pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Facilities. The City hereby determines that the Rental Payments do not exceed a reasonable amount so as to place the City under an economic practical compulsion to renew this Lease Purchase Agreement or to exercise its option to purchase the Facilities hereunder. In making such determinations, the City and the Bank have given consideration to the Project Costs, the uses and purposes for which the Facilities will be employed by the City, the benefit to the City by reason of the Improvements and the use and occupancy of the Facilities pursuant to the terms and provisions of this Lease Purchase Agreement and the City's option to purchase the Facilities. The City hereby determines and declares that the Improvements and the leasing of the Facilities pursuant to this Lease

Purchase Agreement will result in Facilities of comparable quality and meeting the same requirements and standards as would be necessary if the Improvements were performed by the City other than pursuant to this Lease Purchase Agreement. The City hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Improvements.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. Unless the City has exercised its option to purchase the Facilities and terminate this Lease Purchase Agreement as provided in **Article X**, if (i) any component of the Facilities is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Facilities or the interest of the City or the Bank in the component of the Facilities, is taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, the City will cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Facilities by the City. Any balance of the Net Proceeds remaining after such work has been completed will be held and appropriated by the City for the exclusive purpose of paying Rental Payments under this Lease Purchase Agreement.

If the City determines that the replacement, repair, restoration, modification or improvement of the Facilities is not economically feasible or in the best interest of the City, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, the City will promptly purchase the Facilities by paying the Purchase Price plus any accrued Rental Payments to the Bank and such Net Proceeds will be applied by the City to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price plus any accrued Rental Payments to the Bank will belong to the City.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Facilities in accordance with **Section 11.1**, subject to appropriation of sufficient funds, the City will complete the work and pay any cost in excess of the amount of the Net Proceeds, and the City agrees that if by reason of any such insufficiency of the Net Proceeds the City will make any payments pursuant to the provisions in this **Section 11.2**, the City will not be entitled to any reimbursement therefor from the Bank or to any reduction in Rental Payments then due or thereafter coming due.

Section 11.3. Cooperation of the Bank. The Bank will cooperate fully with the City, at the expense of the City, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Facilities or any part thereof and will, to the extent it may lawfully do so, permit the City to litigate in any proceeding resulting therefrom in the name of and on behalf of the Bank. In no event will the Bank voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Facilities or any part thereof without the written consent of the City.

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1. Events of Default Defined. The following will be “Events of Default” under this Lease Purchase Agreement, and the term “Events of Default” will mean, whenever it is used in this Lease Purchase Agreement, any one or more of the following events:

(a) Failure by the City to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by the City to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank will consent to an extension of such time if the City certifies that corrective action has been instituted by the City within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any event of default has occurred and is continuing under the Lease that would entitle the party then entitled to enforce the provisions of the Lease against the City to terminate the City’s possession of the Site;

(d) Any statement, representation or warranty made by the City in or pursuant to any Project Document or any instrument or certificate related thereto or to the Facilities is incorrect, untrue or misleading in any material respect;

(e) Any provision of any Project Document at any time for any reason ceases to be valid and binding on the City, or is declared to be null and void, or the validity or enforceability thereof is contested by the City or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Bank, or the City denies that it has any further liability or obligation under this Lease Purchase Agreement or the Base Lease; or

(f) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its essential functions, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

Section 12.2. Remedies. Whenever any Event of Default has occurred and is continuing, the Bank will have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to the City, the Bank may declare all Rental Payments and other amounts payable by the City hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease Purchase Agreement, take possession of the Facilities, sell the Bank's interest in the Base Lease, or lease the Facilities and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with the City remaining liable for the difference between the Rental Payments, Additional Rental and other amounts payable by the City hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Facilities, and, provided further, that, in such event, if the Bank receives a payment for sale of its interest or total Rental Payments for lease of the Facilities that are, after payment of the Bank's expenses in connection therewith, in excess of then applicable Purchase Price plus any accrued Rental Payments, then such excess will be paid to the City either by the Bank, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of the City under this Lease Purchase Agreement.

Section 12.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Lease Purchase Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank or the City to exercise any remedy reserved to it in this Article it will not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease Purchase Agreement is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. This Lease Purchase Agreement may be amended, changed or modified in any manner by written agreement of the Bank and the City. Any waiver of any provision of this Lease Purchase Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Maintenance of Tax Exemption.

(a) The City will not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Lease Purchase Agreement to be includable in gross income for federal income tax purposes.

(b) The City will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Lease Purchase Agreement.

(c) The City will use the proceeds of this Lease Purchase Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Lease Purchase Agreement has been executed and delivered. No part of the proceeds of this Lease Purchase Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which would cause this Lease Purchase Agreement to be or become an “arbitrage bond” within the meaning of Section 148 of the Code and the applicable regulations of the Treasury Department.

Section 14.2. Notices. It will be sufficient service of any notice, request, complaint, demand or other paper required by this Lease Purchase Agreement to be given or filed with the Bank or the City if the same is duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. The Bank and the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

Section 14.3. Title to Personal Property. Title to any portion of the Facilities that constitutes personal property will vest in the City subject to the Bank’s rights under this Lease Purchase Agreement and the Base Lease; provided that title thereto will thereafter immediately and without any action by the City vest in the Bank and the City will immediately surrender possession thereof to the Bank upon (i) any termination of this Lease Purchase Agreement without the City exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to the Bank pursuant to this Section will occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, the City will execute and deliver any such instruments as the Bank may request to evidence such transfer.

Section 14.4. Security Interest. To secure the payment of all of the City’s obligations under this Lease Purchase Agreement, to the extent permitted by law, the Bank retains a security interest in that portion of the Facilities consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The City consents to the filing of financing statements with respect to such personal property and fixtures and will execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to the Bank, which the Bank deems necessary or appropriate to establish and maintain its security interest.

Section 14.5. Net Lease. It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear “net” lease obligation and that the City will bear all expenses and make all payments consistent with the principle of the “net” Lease. The City hereby assumes and agrees to perform all duties and obligations relating to the Facilities, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of the Bank.

Section 14.6. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease Purchase Agreement or any obligation herein imposed upon the Bank, or the breach thereof, will constitute or give rise to or impose upon the Bank a pecuniary liability.

Section 14.7. Access to Premises. The City agrees that the Bank or any agent or representative of the Bank has the right at all reasonable times to enter upon and to examine and inspect the Facilities. The City further agrees that the Bank and any such agent or representative has such rights of access to the Facilities as may be reasonably necessary to cause the proper maintenance of the Improvements in the event of failure by the City to perform its obligations hereunder.

Section 14.8. Financial Statements. Throughout the Lease Term, the City will deliver to the Bank, within 270 days after each Fiscal Year end, a copy of the City's audited financial statements for such Fiscal Year, or shall make the same available at such time on the City's website or on <https://emma.msrb.org>.

Section 14.9. Title to the Site. The City covenants that the title to the Site is and will remain in the City, subject to the rights of the Bank hereunder and under the Base Lease and the rights of other parties to the documents described in the recitals to the Base Lease.

Section 14.10. Binding Effect. This Lease Purchase Agreement will inure to the benefit of and will be binding upon the Bank and the City and their respective successors and assigns.

Section 14.11. Execution; Electronic Transactions. This Lease Purchase Agreement may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease Purchase Agreement may be executed by the Bank and the City all with the same force and effect as though the same counterpart had been executed by both the Bank and the City. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

ZIONS BANCORPORATION, N.A.,
as Lessor

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who, being by me being before me duly sworn did say that (s)he is a _____ of **ZIONS BANCORPORATION, N.A.**, a national banking association formed under the laws of the United States of America, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public in and for said State
Commission Expires:

[Seal]

Lease Purchase Agreement

CITY OF HARRISONVILLE, MISSOURI, as Lessee

(SEAL)

By: _____
 Name: Judy Bowman
 Title: Mayor

ATTEST:

 Name: Daniel Barnett
 Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
 COUNTY OF CASS)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public, appeared **JUDY BOWMAN**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

 Printed Name: _____
 Notary Public in and for said State
 Commissioned in _____ County

[Seal]

Lease Purchase Agreement

EXHIBIT A TO LEASE PURCHASE AGREEMENT

RENTAL PAYMENT SCHEDULE

Commencement Date: February 10, 2021

The interest portion of Rental Payments shall accrue on the Principal Amount Outstanding from the date that each amount advanced by the Bank pursuant to **Section 5.2(a)** and **(b)** of the Lease Purchase Agreement is deposited into the Project Fund or the most recent Rental Payment Date for which the interest portion of Rental Payments has been paid, whichever is later, at the rate of 1.35% per annum (computed on the basis of a 360-day year of twelve 30-day months) and shall be payable semiannually on May 1 and November 1 in each year, beginning on May 1, 2021 (each such date being a “Rental Payment Date”). The interest portions and principal portions of Rental Payments shall be payable in accordance with the schedule below, provided that the Rental Payments shown on the Rental Payment Schedule shall be recalculated by the Bank and a revised Rental Payment Schedule shall be provided to the City from time to time in the event of a partial prepayment of Rental Payments. The Purchase Price is equal to the Principal Amount Outstanding on the date set for purchase, taking into account a reduction for any principal portion of Rental Payments paid as part of the Rental Payments due on the date set for purchase if such date is also a Rental Payment Date.

RENTAL PAYMENT SCHEDULE

<u>Rental Payment Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Total Payment</u>
5/1/2021	-	\$11,344.16	\$11,344.16
11/1/2021	\$274,700	25,209.24	299,909.24
5/1/2022	-	24,229.14	24,229.14
11/1/2022	272,700	25,103.26	297,803.26
5/1/2023	-	23,262.54	23,262.54
11/1/2023	1,085,700	23,262.54	1,108,962.54
5/1/2024	-	15,934.06	15,934.06
11/1/2024	1,041,100	15,934.06	1,057,034.06
5/1/2025	-	8,906.64	8,906.64
11/1/2025	1,055,200	8,906.64	1,064,106.64
5/1/2026	-	1,784.03	1,784.03
11/1/2026	86,900	1,784.03	88,684.03
5/1/2027	-	1,197.45	1,197.45
11/1/2027	88,100	1,197.45	89,297.45
5/1/2028	-	602.78	602.78
11/1/2028	89,300	602.78	89,902.78

EXHIBIT B TO LEASE PURCHASE AGREEMENT

OTHER PROVISIONS

Improvements: The Improvements consist of the following, together with related improvements, fixtures, equipment and furnishings and support facilities, all at the site upon which the City's community center is located:

- Community Center Pool HVAC
- Other Community Center HVAC Units and related HVAC equipment and improvements
- Fitness Equipment
- Flooring Replacement
- Divider Curtain
- Duct Work Repair & Painting
- Storage Building
- Social Hall Dividers
- Indoor Pool Rebuild Pool Main Pump
- Indoor Pool Replace Pool Heater
- Indoor Pool Replace Filter Valves & Chemtrol
- Batting Cage
- Software
- Splash Pad
- Obstacle Course On Southside Grass Area
- Playground Equipment
- Patio Shade Structures
- Replace Sauna
- Wall Climbing Course

Offsite Projects: The Offsite Projects consist of the following, together with related improvements, fixtures, equipment and furnishings and support facilities, which will not be located on the site upon which the City's community center is located:

- Replace 2016 Ford F450 Type I Ambulance
- Administrative Vehicles
- Replace Current Outdated Camera System W/New System
- Replace Two Patrol Vehicles
- Replace Existing 2006 Animal Control Vehicle & Box
- Replace Bobcat 773 Skid Steer Loader & Equipment
- Replace 20 Year Old Jet Truck
- Camera Truck to Televis Problem Areas
- Skid Steer & Equipment
- Ranger
- Mower
- Kobota Tractor
- 4X4 3/4 Ton Truck
- 4X4 Service Body Truck
- Outdoor Pool Repairs
- Pole Barn - Parks Equipment Storage 30 X 40 Barn
- Replace Shelter Concrete

Facilities: The City's Community Center located at 2400 Jefferson Parkway in Harrisonville, Missouri.

Intended use of Facilities: Municipal community center.

Fiscal Year: The City's Fiscal Year currently begins on January 1 of each year.

Addresses: The following addresses will be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to the Bank: Zions Bancorporation, N.A.
1 South Main Street 17th Floor
Salt Lake City, UT 84133
- (b) If to the City: City of Harrisonville, Missouri
300 E Pearl Street
Harrisonville, MO 64701
Attention: City Clerk

EXHIBIT C TO LEASE PURCHASE AGREEMENT
COMPLETION CERTIFICATE

Zions Bancorporation, N.A.
 1 South Main Street 17th Floor
 Salt Lake City, UT 84133

Re: Lease Purchase Agreement, dated as of February 10, 2021 (the "Lease Purchase Agreement"), between Zions Bancorporation, N.A. and the City of Harrisonville, Missouri

Ladies and Gentlemen:

Pursuant to the Lease Purchase Agreement, the undersigned hereby certify (a) all terms in this certificate are used with the meanings used in said Lease Purchase Agreement, (b) the Improvements were completed on _____, 20__, (c) the Offsite Projects were completed on _____, 20__, (d) all other facilities necessary in connection with the Improvements have been completed, (e) the Improvements and such other facilities have been completed in accordance with the Plans and Specifications and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (f) all Project Costs have been paid. This certificate is given without prejudice to any rights of City that now exist or may subsequently come into being against third parties.

Date: _____

CITY OF HARRISONVILLE, MISSOURI

By: _____
 City Representative

SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**DESCRIPTION OF THE SITE****Community Center Site:**

LOT 1, COMMUNITY CENTER, A SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDING TO PLAT RECORDED IN BOOK 17 AT PAGE 61.

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	BASE LEASE
DATE OF DOCUMENT:	February 10, 2021
GRANTOR(S) NAME AND MAILING ADDRESS:	CITY OF HARRISONVILLE, MISSOURI 300 E Pearl Street Harrisonville, MO 64701 Attention: City Clerk
GRANTEE(S) NAME AND MAILING ADDRESS:	ZIONS BANCORPORATION, N.A. 1 South Main Street 17th Floor Salt Lake City, UT 84133 Attn: Gary Hansen
RETURN DOCUMENTS TO:	David S. Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See Schedule 1

BASE LEASE

BASE LESSOR: **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision organized and existing under the laws of the State of Missouri.

BASE LESSEE: **ZIONS BANCORPORATION, N.A.**, a national banking association formed under the laws of the United States of America.

DATE: **February 10, 2021**

THIS BASE LEASE (the “Base Lease”), dated as of the date set forth above, by and between the Base Lessor named above (together with its successors and assigns, “Base Lessor” or “City”), and the Base Lessee named above (together with its successors and assigns, “Base Lessee” or “Bank”),

WITNESSETH:

WHEREAS, in order to carry out the governmental and proprietary functions of the City, the governing body of the City deems it necessary to complete the hereinafter defined Improvements and the hereinafter defined Offsite Projects; and

WHEREAS, the City is the owner of the real estate described in **Schedule 1**, including any improvements now or hereafter located thereon (the “Site”), on which it desires to locate the Improvements; and

WHEREAS, the Bank proposes to (i) lease the Site from the City, (ii) pay rentals (“Base Lease Rentals”) in the amount stated in **Section 5.2(a)** of the Lease (defined below) to provide funds to pay costs of the hereinafter defined Improvements on the Site, to pay costs of the Offsite Projects and to pay closing costs, and (iii) to pay additional installments of Base Lease Rentals in the amount stated in **Section 5.2(b)** of the Lease (together with the initial Base Lease Rentals) in order to provide funds to pay costs of improvements on the Site, together with related fixtures, and furnishings and equipment (collectively, the “Improvements”) and the costs of the acquisition, installation and equipping of certain vehicles, equipment and improvements located on property other than the Site, as described in the Lease (the “Offsite Projects”); and

WHEREAS, the Bank has offered to lease the Site and Improvements (together, the “Facilities”) to the City pursuant to a Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the “Lease”) by and between the Bank, as lessor, and the City, as lessee; and

WHEREAS, the City desires to lease the Site to the Bank in consideration of payments of the above-described Base Lease Rentals and upon the terms and conditions herein set forth and to lease the Facilities from the Bank upon the terms and conditions set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the City and the Bank do hereby covenant and agree as follows:

Section 1. Definitions. Unless otherwise defined in this Base Lease, capitalized words and terms used in this Base Lease will have the meanings assigned thereto in **Section 1.1** of the Lease.

Section 2. Representations by the City. The City represents, warrants and covenants as follows:

- (a) The City is a fourth-class city and political subdivision organized and existing under the laws of the State of Missouri (the “State”);
- (b) The lease of the Site to the Bank and the lease of the Facilities by the Bank to the City, as provided in the Lease, is necessary, desirable and in the public interest, and the City hereby declares its current need for the Facilities;
- (c) The City, pursuant to proper action duly taken by its governing body, (i) has full power and authority to enter into this Base Lease and the Lease and the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, (ii) has been duly authorized to execute and deliver this Base Lease and the Lease, and (iii) by proper action has duly authorized the execution and delivery of this Base Lease and the Lease;
- (d) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound;
- (e) The City has good and marketable fee title to the Site;
- (f) The Site is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the acquisition, construction and installation of the Improvements on the Site, as contemplated by the Lease;
- (g) The Site is currently exempt from property taxes. All assessments or impositions of any kind with respect to the Site, that are currently due and payable, have been paid in full;
- (h) The Site is properly zoned for the purpose of the Improvements; and
- (i) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City’s interests in any property now or hereafter included in the Facilities shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.
- (j) There are no actions, suits or proceedings pending or, to the best of the City’s knowledge after reasonable inquiry, threatened against the City at law or in equity or before any federal, state, municipal or other government department, commission, board, bureau, agency or instrumentality adversely affect the Site or the interest of the Bank or its assigns in the Site.

Section 3. Lease. The City hereby leases to the Bank, and the Bank hereby rents and leases from the City, the Site on the terms and conditions hereinafter set forth.

Section 4. Term. The term of this Base Lease shall commence as of the date of the delivery hereof, and shall end on **December 31, 2040**, unless such term is sooner terminated as hereinafter provided.

Section 5. Rental. As and for rental hereunder and in consideration for the leasing of the Site to the Bank, the Bank shall:

- (a) Simultaneously with the delivery of this Base Lease, enter into the Lease;
- (b) Pay the Base Lease Rentals, as described in the preambles hereof, to the City, or pursuant to its direction, in the manner described in the Lease.

Section 6. Assignments and Subleases. The Bank may assign its rights under this Base Lease or sublet the Facilities without the consent of the City (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an “event of default” as defined in the Lease has occurred or if the City terminates the Lease pursuant to **Section 3.2** of the Lease.

Section 7. Termination. This Base Lease shall terminate upon the completion of the term set forth in **Section 4**; provided, however, in the event the City makes payment of the Purchase Price or makes all of the Rental Payments provided for in **Article IV** of the Lease and exercises its option to purchase the Bank’s interest in the Facilities pursuant to **Article X** of the Lease, then this Base Lease shall be considered assigned to the City and terminated through merger of the leasehold interest with the fee interest if the City is the owner of the fee interest.

If an “event of default” under the Lease occurs or if the City terminates the Lease pursuant to **Section 3.2** of the Lease, the Bank shall have the right to possession of the Facilities for the remainder of the term of this Base Lease and shall have the right to sublease the Facilities or sell its interest in the Facilities and this Base Lease upon whatever terms and conditions it deems prudent; provided, however, that the Bank shall provide the City with adequate public liability insurance covering the premises for the remainder of the term and will furnish the City with evidence thereof.

Section 8. Default. The City shall not have the right to exclude the Bank from the Facilities or take possession of the Facilities (other than pursuant to the Lease) or to terminate this Base Lease prior to the expiration of its term upon any default by the Bank hereunder, except that if, upon the exercise of the option to purchase the Bank’s interest in the Facilities granted to the City in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, the Bank fails to convey its interest in the Facilities to the City pursuant to said option, then the City shall have the right to terminate this Base Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to the Bank. In the event of any default by the Bank hereunder, however, the City may maintain an action for damages or, if permitted in equity, for specific performance.

Section 9. Quiet Enjoyment. At all times during the term of this Base Lease, the Bank shall peaceably and quietly have, hold and enjoy all of the Facilities, subject to the rights of the City under the Lease.

Section 10. No Merger. No union of the interests of the City and the Bank herein shall result in a merger of this Base Lease and the title to the Site, except as described in **Section 7**.

Section 11. Taxes and Assessments. The City covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Site.

Section 12. Warranty and Indemnity Regarding Environmental Matters. The City hereby warrants and represents that (i) there has not been any “release” (as defined in 42 U.S.C. § 9601(22)) or threat of a “release” of any “hazardous substances” (as defined in 42 U.S.C. § 9601(14)) on or about any of the Facilities, (ii) no part of the Facilities is or may be a “facility” (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Facilities and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

The City agrees to provide the Bank with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of the City to any federal, state or local agencies or authorities or which are received by the City from any federal, state or local agencies or authorities with respect to the Facilities. Such copies shall be sent to the Bank concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by the City.

The City agrees to provide the Bank with copies of all emergency and hazardous chemical inventory forms (hereinafter “Notices”) with respect to the Facilities previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide the Bank with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices shall be sent to the Bank concurrently with their being mailed to any such governmental authority or agency.

The City hereby covenants and agrees, to the extent permitted by law and without waiving any rights of sovereign immunity, to indemnify, protect and hold harmless the Bank from and against any and all claims, demands, liabilities and costs, including without limitation attorneys’ fees, arising from (a) any “release” (as defined above) or threat of a “release,” actual or alleged, of any “hazardous substances” (as defined above) upon or about the Facilities or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Facilities regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of the City or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Facilities or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Facilities, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of the City or any third party or otherwise. Notwithstanding the foregoing, the City shall not be obligated to indemnify and hold harmless the Bank from and against any claims, demands, liabilities and costs, including without limitation attorneys’ fees, which arise solely as a result of the negligence or misconduct of the Bank.

Section 13. Waiver of Personal Liability. All liabilities under this Base Lease on the part of the Bank are solely corporate liabilities of the Bank as a corporation, and, to the extent permitted by law, the City hereby releases each and every director and officer of the Bank of and from any personal or individual liability under this Base Lease. No director or officer of the Bank shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by the Bank hereunder.

Section 14. Eminent Domain. (a) In the event the whole or any part of the Facilities is taken by eminent domain proceedings, the interest of the Bank shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article XI** of the Lease. Under State statutes, the City has the power to condemn property for its purposes, and the City acknowledges that if the City condemned the Facilities, such action could adversely affect the continuation of this Base Lease. The City further acknowledges that condemnation of the Facilities would adversely affect the Bank and that without the Bank's interest in the Facilities, the Bank would not lease the Facilities to the City pursuant to the Lease.

The City and the Bank have reached agreement on the terms of the acquisition of the Facilities, at the City's option, and to the use of the Facilities, all as set forth in the Lease. Any acquisition of the Bank's interest in the Facilities or rights to its use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If the City allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default), that action shall constitute an irrevocable determination by the City that the Facilities are not required by it for any public purpose for the term of this Base Lease.

The City hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Facilities, the appraisement value of the Facilities shall not be less than the Rental Payments then due plus then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Site is challenged or threatened by means of competent legal or equitable action, the City covenants that it shall cooperate with the Bank and shall take all reasonable actions, including where appropriate the lawful exercise of the City's power of eminent domain, in order to quiet title to the Site in the City.

Section 15. Leaseback to the City; Term; Rental. Contemporaneously herewith the Bank and the City will execute the Lease whereby the Bank subleases back to the City and the City subleases from the Bank the Facilities in accordance therewith. Title to the Site shall remain in the City at all times. The Lease includes in **Article X** thereof the option of the City, upon payment of the purchase price, to purchase the Bank's interest in the Facilities.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All written notices to be given under this Base Lease shall be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to

the other party in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 18. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease.

Section 19. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both the Bank and the City. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from in action, course of dealing or otherwise.

Section 20. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State.

Section 21. Execution. This Base Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Base Lease. It is also agreed that separate counterparts of this Base Lease may be executed by the Bank and the City all with the same force and effect as though the same counterpart had been executed by both the Bank and the City.

Section 22. Successors. This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 23. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 24. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents will be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City and the Bank have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF HARRISONVILLE, MISSOURI, as Base Lessor

(SEAL)

By: _____
Name: Judy Bowman
Title: Mayor

ATTEST:

Name: Daniel Barnett
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public, appeared **JUDY BOWMAN**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

[Seal]

Base Lease

Attachment: Base Lease v1 (Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment)

ZIONS BANCORPORATION, N.A.,
as Base Lessee

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, to me personally known, who, being by me being before me duly sworn did say that (s)he is a _____ of **ZIONS BANCORPORATION, N.A.**, a national banking association formed under the laws of the United States of America, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

[Seal]

Base Lease

SCHEDULE 1 TO BASE LEASE**DESCRIPTION OF THE SITE**Community Center Site:

LOT 1, COMMUNITY CENTER, A SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDING TO PLAT RECORDED IN BOOK 17 AT PAGE 61.

**Council Bill No.
Ordinance No.**

**AN ORDINANCE AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI TO
ENTER INTO A LEASE PURCHASE TRANSACTION FOR THE PURPOSE OF
FINANCING COMMUNITY CENTER IMPROVEMENTS AND VARIOUS MUNICIPAL
VEHICLES AND EQUIPMENT; AND AUTHORIZING CERTAIN DOCUMENTS AND
ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the City of Harrisonville, Missouri (the “City”), desires to obtain money to pay for improvements to its community center (the “Improvements”) and vehicles, equipment and improvements located on property other than the community center site for various municipal purposes (the “Offsite Projects”); and

WHEREAS, in order to facilitate the Improvements and to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into a Base Lease (the “Base Lease”), with Zions Bancorporation, N.A. (the “Bank”), pursuant to which the City will lease certain real property (the “Site,” consisting of the real property on which the City’s community center is located) to the Bank; and
2. Enter into a Lease Purchase Agreement (the “Lease Purchase Agreement”), with the Bank, pursuant to which the City will lease the Site and the Improvements (together, the “Facilities”) from the Bank with an option to purchase.
3. Enter into an Escrow Agreement (the “Escrow Agreement”) with the Bank and an escrow agent relating to the custody and application of proceeds of the Lease Purchase Agreement.
4. Enter into a Placement Agent Agreement (the “Placement Agent Agreement”) with Stifel, Nicolaus & Company, Incorporated, as placement agent, relating to the placement of the Lease Purchase Agreement with the Bank.

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

SECTION 1. Approval of Documents. The Base Lease, the Lease Purchase Agreement, the Escrow Agreement and the Placement Agent Agreement (collectively, the “City Documents”) are hereby approved in substantially the forms on file with the City Clerk, with such changes therein as are approved by the Mayor, the Mayor’s execution thereof to be conclusive evidence of the approval thereof. The Mayor is hereby authorized and directed to execute and deliver and the City Clerk is authorized to attest and seal such documents on behalf of and as the act and deed of

the City. The Board of Aldermen hereby approves the fixed interest rate of 1.35% for the Lease Purchase Agreement.

SECTION 2. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the Facilities.

SECTION 3. Effective Date. This Ordinance will take effect and be in full force on the day of its passage by the Board of Aldermen.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYES:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 1ST DAY OF FEBRUARY 2021.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February, 2021.

Attachment: Ordinance v1 (Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment)

IN WITNESS WHEREOF, the City and the Bank have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF HARRISONVILLE, MISSOURI, as Base
Lessor

(SEAL)

By: _____
Name: Judy Bowman
Title: Mayor

ATTEST:

Name: Daniel Barnett
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF CASS)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, appeared **JUDY BOWMAN**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

[Seal]

Base Lease

Attachment: Signature Pages - City (Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment)

CITY OF HARRISONVILLE, MISSOURI, as Lessee

(SEAL)

By: _____
 Name: Judy Bowman
 Title: Mayor

ATTEST:

 Name: Daniel Barnett
 Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CASS)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, appeared **JUDY BOWMAN**, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the **CITY OF HARRISONVILLE, MISSOURI**, a fourth-class city and political subdivision duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

 Printed Name: _____
 Notary Public in and for said State
 Commissioned in _____ County

[Seal]

Lease Purchase Agreement

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the Issuer as of the Issue Date of the Lease.

CITY OF HARRISONVILLE, MISSOURI

By: _____
Title: Mayor

Attachment: Signature Pages - City (Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment)

8. Fees. The Escrow Agent shall receive a fee of \$500 annually for establishing and maintain the Project Fund as described in this Agreement.

9. Miscellaneous.

(a) Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: ZIONS BANCORPORATION, N.A.
1 South Main Street 17th Floor
Salt Lake City, UT 84133
Attn: Jon Dunfield, Vice President

If to Lessee: CITY OF HARRISONVILLE, MISSOURI
300 E Pearl Street
Harrisonville, MO 64701
Attention: City Clerk

If to Escrow Agent: ZIONS BANCORPORATION, National Association
130 South Bemiston Ave, Suite 305
St. Louis, MO. 63105
ATTN: James P. Agnew, Vice President

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

ZIONS BANCORPORATION, N.A.
as Lessor

CITY OF HARRISONVILLE, MISSOURI
as Lessee

By: _____
_____, Vice President

By: _____
Mayor

ZIONS BANCORPORATION, National Association
as Escrow Agent

By: _____
_____, Vice President

ACCEPTED this _____ day of February, 2021.

CITY OF HARRISONVILLE, MISSOURI

Mayor

Placement Agent Agreement

bound. As of the date hereof, no event exists which, with the giving of notice or the lapse of time or both, would become a default under the City Documents.

11. Litigation. No litigation or other proceedings are pending or, to the knowledge of the undersigned, threatened in any court or other tribunal of competent jurisdiction, state or federal, (a) in any way questioning or affecting the validity of the City Documents or the completion of the Improvements or the Offsite Projects (as defined in the Lease Purchase Agreement), (b) in any way questioning or affecting the organization or existence of the City of the title to office of the officers thereof, or (c) that could have a material adverse effect on (1) the financial condition or operations of the City, or (2) the City's ability to make payments under the Lease Purchase Agreement or to perform its agreements and obligations under the City Documents.

12. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by Section 37.850 of the Revised Statutes of Missouri on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

Mayor

[SEAL]

ATTEST:

City Clerk

City's Closing Certificate

Attachment: Signature Pages - City (Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment)

EXCERPT OF MINUTES OF MEETING

The Board of Aldermen of the City of Harrisonville, Missouri, met in regular session on February 1, 2021, at 6:00 P.M., at _____ in Harrisonville, Missouri, the following officers being present or absent as indicated:

	<u>Present/Absent</u>
Judy Bowman	_____
Mike Zaring	_____
David Doerhoff	_____
Judy Reece	_____
Marcia Milner	_____
David Dickerson	_____
Clint Miller	_____
Matt Turner	_____
Gary Davidson	_____
Daniel Barnett	_____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of authorizing the City to enter into lease purchase transaction with Zions Bancorporation, N.A. (the “Bank”) came on for consideration and was discussed.

_____ introduced Bill No. _____, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE CITY OF HARRISONVILLE, MISSOURI TO ENTER INTO A LEASE PURCHASE TRANSACTION FOR THE PURPOSE OF FINANCING COMMUNITY CENTER IMPROVEMENTS AND VARIOUS MUNICIPAL VEHICLES AND EQUIPMENT; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Attachment: Signature Pages - City (Entering into Lease Purchase Transaction for HCC Improvements, Vehicles and Equipment)

On motion duly made and seconded, the Bill was placed on its first reading and was read by title, considered and discussed, and was duly passed.

On motion duly made and seconded, the Bill was placed upon its second reading and final passage and was read by title, considered and discussed. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____

Nay: _____

The Mayor declared said Bill duly passed and the Bill was then duly numbered Ordinance No. _____, and was signed and approved by the Mayor and attested by the City Clerk.

* * * *

(Other Proceedings)

There being no further business to come before the meeting at this time, upon motion duly made, seconded and carried, the meeting was adjourned.

(Seal)

City Clerk

Offsite Projects relating to such obligation has been constructed, delivered, installed, is operating in a manner consistent with the manufacturer's intended use (if applicable) and has been inspected and finally accepted for all purposes by Lessee. If such disbursement is the final disbursement, the Lessee has provided the Lessor with a certificate of completion from any architect or contractor relating to the Improvements. Lessee has conducted such inspection and/or testing of the Improvements and/or Offsite Projects relating to such obligation as it deems necessary and appropriate in order to determine the capability and functionality of the Improvements and/or Offsite Projects in order to accept such property. ***Attached hereto is the original invoice with respect to such obligation.***

(iii) The undersigned, as City Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Facilities (as defined in the Lease) are insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vii) No Material Adverse Change in Lessee's financial condition shall have occurred since the date of the execution of the Lease.

(ix) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

By: _____
City Representative

Disbursement of funds from the Project Fund in accordance with the foregoing Disbursement Request hereby is authorized

ZIONS BANCORPORATION, N.A.,
as Lessor under the Lease

By: _____
Name:
Title:



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 26, 2021
SUBJECT: Donna Pfautsch appointment to TIF Commission

Type of Item: *Approval*

B. Action Item (ID # 3773)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF DONNA PFAUTSCH TO THE TIF COMMISSION.

Attachments:

Donna Pfautsch for TIF (PDF)

Donna Pfautsch TIF appointment resolution 2021 (DOCX)



City of

Harrisonville^{est. 1836}

5.B.a

Board, Commission and Committee Appointment
Application Form

Name Donna Pfautsch	Date January 17, 2021
Home Address 1422 Norfolk Drive, Harrisonville, MO 64701	
Email Address dpfautsch@embarqmail.com	
Home Telephone 816-380-2412	Work/Cell Telephone 816-392-6208
Occupation Retired	Best time to call 8 a.m. – 5 p.m.
Do you own commercial property and/or operate a business in Harrisonville? No	
Work/Business Name	
Work/Business Address	
Length of Residency in Harrisonville 42 years	
Are you now, or have you ever served on a board, commission or committee for the City of Harrisonville or other community? Yes ☒ No ☐ If yes, please give name of board, commission and /or committee and dates served: - Board of Aldermen – Ward 2, 2010-12 - Team 21 – Chair of citizens committee to review city facilities needs, 2006-7 	

(application continued on back page)

CITY OF HARRISONVILLE

Attachment: Donna Pfautsch for TIF (Donna Pfautsch appointment to TIF Commission)

BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Refer to last page for list of Boards, Commissions and Committees (Please list no more than three boards, commissions or committees in order of preference)

1)
Tax Increment Financing
Commission

2)

3)

Are you registered to Vote: Yes ☒ No ☐

Narrative Statement. Please provide a brief statement indicating the basis for your desire to be appointed to this board or commission including the strengths you feel you could bring to the position for which you are applying. Information may include education, professional experience and community activities pertinent to the position for which you are applying.

- I have a strong interest in the growth of Harrisonville and believe the wise use of TIFs is an important tool.
- As a State Representative for 8 years, I served on the House Committee on Economic Development and handled legislation dealing with TIFs and CIDs.
- See attached resume for additional information.

I understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Board of Aldermen may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's Signature: Donna Pfautsch

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission or Committee for which you have applied.

- ✓ Please notify the City Clerk's Office at 816-380-8918 if you move or no longer wish to be considered for appointment.
- ✓ Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- ✓ Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E Pearl, Harrisonville, MO 64701

* Application must be completed in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE

DONNA S. PFAUTSCH

1422 Norfolk Drive
Harrisonville, MO 64701
Home (816) 380-2412
Cell (816) 392-6208
Email dpfautsch@embarqmail.com

SUMMARY OF QUALIFICATIONS

Having completed eight years in the Missouri House of Representatives, I want to continue my career in public service.

- Passionate interest in education, career readiness, early childhood education, and helping motivate students to achieve their potential.
- Experienced in leading and motivating organizations and teams.
- Career educator in Harrisonville Cass R-IX School District.
 - Facilitated the district's state and national award-winning gifted and talented program for 34 years.
 - Served as Parents as Teachers instructor.
 - Served as president of the Gifted Association of Missouri.
- Missouri State Representative (District 33) representing portions of Cass, Jackson and Lafayette counties, 2013-20. Spearheaded key legislation:
 - **Surprise medical billing** – Sponsored and passed bill banning “surprise medical billing” in Missouri.
 - **Government accountability** – Sponsored and passed bills to improve accountability and transparency of Transportation Development Districts (TDDs) and Community Improvement Districts (CIDs) by establishing audit requirements and clarifying penalties for non-compliance.
 - **Early childhood education** – Helped pass legislation funding first-time early childhood education, extending a 3-year sunset provision, and establishing a quality assurance pilot program, permitting providers to apply for grants and providing data for parents to compare and evaluate the quality of preschool programs.
 - **Gifted education** – Sponsored and passed bill allowing gifted students to be re-tested for admission into gifted education programs and providing guidelines for parent conferences.
 - **Unclaimed property** – Worked with State Treasurer's office to streamline the online process for citizens to claim unclaimed property.
- Alderman and Mayor Pro Tem, City of Harrisonville, 2010-12.
 - Chaired community task force on city facilities needs.
- Owner of a Missouri Century Farm; grew up on a large dairy and row crop farm in Cass County.
- Active in many civic, charitable and community organizations.

EDUCATION

1977-2012 84+ hours beyond Master's Degree, plus gifted certification, primarily in science and education, from Drury University, University of Kansas, University of

	Missouri, Truman State University and Rockhurst University
1972-1976	M.S. Elementary Education, Central Missouri State University (UCM)
1970-1972	B.S. Elementary Education, Central Missouri State University (UCM)
1969-1970	Graceland University

PROFESSIONAL EXPERIENCE

2013-20 State Representative

- First elected in 2012 to represent the people of the 33rd District covering portions of Cass, Jackson and Lafayette counties. Re-elected in 2014, 2016 and 2018.
- Chaired House Rules Committee and Consent & House Procedure Committee. Served on Insurance, Elections, Education Appropriations, Agriculture, Economic Develop and Health & Mental Health Committees. Member of Local Government Caucus.
- Served two years as President of the Women Legislators of Missouri.

1972-2012 Harrisonville Cass R-IX School District Teacher and Gifted Education Coordinator

- Six years as 6th grade classroom teacher, followed by 34 years as Gifted Education teacher and coordinator.
- Instituted district's first program for gifted/talented students – the Harrisonville Academically Talented Students program (HATS).
- Served as one of the school district's first Parents as First Teachers instructors.
- Coach for award-winning programs in Odyssey of the Mind, Destination Imagination, Science Olympiad, Math Olympiad, Knowledge Master and Future Problem Solving teams, often advancing to state and global competitions.
- Instituted "Fantasia," an annual series of mind-expanding Saturday classes using community resources and classroom teachers.
- Coordinated Student Enrichment Day for McEwen Students at City Park, involving 18 storytellers, Native Americans, blacksmiths, dance instructors and others, all bringing Cass County history to life.
- Authored teacher resource book, *Teaching Energy Using Hot Air Balloons*, published by Trillium Press, now Royal Fireworks, Inc., Unionville, NY.

1972-1979 Sixth grade teacher, Harrisonville Cass R-IX School District

- Began first departmentalization for elementary classrooms, moving the district away from self-contained classrooms and paving the way for cooperative teaching.
- Enhanced science curriculum with an array of new programs to make science "real" for students, including Outdoor Education program, hands-on laboratory experiments, radio plays, and many other "firsts" for the school district.

ADDITIONAL PROFESSIONAL ACTIVITIES

2009-2012	GAM By-laws, Executive Committee and Exhibit Hall
2005-2011	Team Harrisonville member representing Harrisonville Middle School
2002-2008	Conference/Program Vice-President, Gifted Association of Missouri. Worked in partnership with the Department of Elementary and Secondary Education (DESE) to present the annual statewide Conference on Gifted Education
2000-2001	Legislative Public Issues Chair, Gifted Association of Missouri

- 1998-1999 President of Gifted Association of Missouri. Responsibilities included writing a quarterly President's column and leading a 43-member Board of Directors. Accomplishments include: bringing online the first GAM website (www.mogam.org), hiring a successful lobbyist for gifted funding in Missouri; hosting in partnership with DESE the 19th and 20th Conferences on Gifted Education; extensive by-laws review and changes; organized GAM's first Speakers' Bureau, established scholarships to train new teachers of the gifted; and reduced GAM membership fee for parents.
- 1996-1997 District GAM Director/Alternate
- Attended National Association of Gifted Children (NAGC) conferences on gifted and talented education.
- Attended all Missouri Conferences on Gifted Education, sponsored by GAM and DESE.

CURRENT AND FORMER MEMBERSHIPS

- Southern Legislative Conference and graduate of Center for Advancement of Leadership Skills program, 2018
- Chambers of Commerce in Harrisonville, Pleasant Hill and Oak Grove
- Harrisonville Chamber of Commerce Foundation
- Missouri Farm Bureau
- Cass-Jackson Cattlemen
- Cass County Republican Central Committee
- Gifted Association of Missouri (GAM)
- Missouri State Teachers Association and Missouri National Education Association (MNEA)
- Cass County Historical Society
- State Historical Society of Missouri
- United Way Board
- Cass County Living History Festival/Log Cabin Festival Committee
- Staley Mound Cemetery Board, president

COMMUNITY ACTIVITIES

- 2012 Harrisonville Mayor pro-tem.
- 2011-present Harrisonville Board of Alderman, Ward 2.
- 2006-2008 Chairperson of TEAM 21 for the City of Harrisonville.
- 2001-2008 Coordinator of the Cass County Living History Festival.
- 10 years Harrisonville United Way, past president and allocations chair.
- 1999-2012 Member of the Harrisonville Schools Citizens' Finance Committee, program speaker for Harrisonville Rotary Club, Kiwanis, the Retired Teachers Association of Cass County, multiple GAM District Conferences and Missouri Gifted Conferences.
- 1999-2001 Served on the Rockford School Committee that raised funds for building this one-room schoolhouse at McEowen Elementary. Wrote the curriculum for 4th graders who visit Rockford School.

RECOGNITION

- Missouri Children's Leadership Council award for early childhood advocacy legislation, 2016
- Recipient of Fulbright Memorial Fund Teacher Scholarship, 1998. Spent three weeks in Japan as a guest of the Japanese government, studying educational methods and techniques, learning about Japanese traditions, and spending time in three schools and a Japanese family.
- Missouri Scholars Academy Teacher Appreciation Awards, multiple years.
- Recipient of the Dede Smith Memorial Scholarship, presented by Gifted Association of Missouri at the 2009 National Association for Gifted Children Awards Assembly and Conference. For her inspiration and endless work on behalf of gifted children.
- Missouri Farm Bureau, Friend of Agriculture Award, 2014, 2016, 2018 and 2020.
- Cass Career Center FFA, Honorary Chapter Farmer, 2019.
- Casco Area Workshop, Building Bridges Award, 2015 and 2016.
- Missouri Chamber of Commerce & Industry, Business Champion Award, 2016, 2018, 2019, 2020.
- Missouri Gifted Teacher of the Year, 1995.
- Wal-Mart Teacher of the Year, 1996.
- Outstanding Teacher Award – presented by Sigma Xi science fraternity at Central Missouri State University, 1996.
- Featured in 1996 cover story, "She challenges the Best Minds to Do Their Best," in *The Kansas City Star*.
- Competitive grants in 1994, 1995, 1996, and 1999 from Rockhurst University to participate in advanced study.
- Received four \$6,000 incentive grants funded by the Missouri Department of Elementary and Secondary Education for various educational needs and special initiatives.
- Harrisonville Teacher of the Year nominee in 1981 and 2007.

FAMILY

Spouse – Larry is an MU School of Journalism graduate who retired in 2014 after a career in communications, serving as Vice President of Corporate Communications at American Century Investments and earlier as Senior Vice President and Partner at FleishmanHillard Public Relations in Kansas City.

Son – Tobias Michael Ford was valedictorian of his high school class, earned a computer science degree from MU and works as a Senior Software Engineer for a Microsoft-owned gaming company in Austin, TX.

Daughter – Emily Pfautsch Boyd received her bachelor's and master's degrees from MU in mechanical engineering and a Ph.D. from the University of Texas. She is a Teaching Professor and Director of Undergraduate Studies in the Mechanical Engineering Department at Washington University in St. Louis. She is the mother of our two grandsons, Zachary and Alexander.

REFERENCES

Available on request

Council Bill No.**Resolution No.**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF DONNA
PFAUTSCH TO THE TIF COMMISSION.**

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the TIF Commission; and

WHEREAS, Donna Pfautsch fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in September of 2025; and.

WHEREAS, Mayor Judy Bowman recommends the appointment of Donna Pfautsch to the TIF Commission upon approval of the Board of Alderman;

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

Section 1. The Board of Aldermen approves the appointment of Donna Pfautsch to the TIF Commission.

Section 2. Effective Date. This resolution shall become effective on February 1, 2021, upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 1ST DAY OF FEBRUARY 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021.

Attachment: Donna Pfautsch TIF appointment resolution 2021 (Donna Pfautsch appointment to TIF Commission)



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 26, 2021
SUBJECT: Charles Hotchkiss appointment to BZA

Type of Item: *Approval*

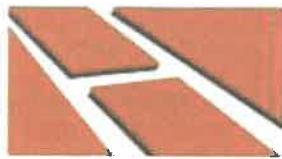
C. Action Item (ID # 3774)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF CHARLES HOTCHKISS TO THE BOARD OF ZONING ADJUSTMENT.

Attachments:

Charles Hotchkiss for BZA (PDF)

Charles Hotchkiss to BZA 2021 (DOCX)



City of

Harrisonville

est.
1836

Board, Commission and Committee Appointment Application to Serve

Name: <i>Charles R. Hotchkiss</i>		Date: <i>1-11-21</i>	
Home Address: <i>1603 S. Halsey Ave Harrisonville, Mo 64701</i>			
Email Address: <i>golferchuck216@gmail.com</i>			
Cell Phone: <i>816 213 3627</i>	Home Phone: <i>—</i>	Work Telephone: <i>—</i>	
Occupation: <i>retired</i>		Best Time to Call: <i>anytime</i> am/pm	
Do you own commercial property and/or operate a business in Harrisonville? If yes, please describe. <i>No</i>			
Work/Business Name: <i>—</i>			
Work/Business Address: <i>—</i>			
Length of Residency in Harrisonville: <i>42 yrs</i>		Are you registered to vote? <i>Yes</i>	
Are you now serving, or have you ever served, on a board, commission or committee for the City of Harrisonville or any other community? ☒ Yes ☐ No If yes, please give name of board, commission and/or committee and dates served: <i>Board of Alderman 1983-84</i> <i>TIF Committee</i>			
BOARD, COMMISSION OR COMMITTEE PREFERENCE(S): Please list no more than three boards, commissions or committees in order of preference.			
1	<i>Board of Zoning Adjustments</i>	2	
		3	

(Application continued on reverse)

RECEIVED

JAN 15 2021

CITY OF HARRISONVILLE

Attachment: Charles Hotchkiss for BZA (Charles Hotchkiss appointment to BZA)

NARRATIVE STATEMENT: Please provide a brief statement indicating why you wish to be appointed to this board or commission, including the strengths you feel you could bring to the position for which you are applying. Information may include education, professional experience and community activities pertinent to the position for which you are applying.

I have been a resident of Harrisonville for over 42 years. I have served on the Harrisonville Board of Aldermen and been an officer and board member of several civic organizations.

I have always realized the important part zoning plays in the development of a community.

I would look forward to working on the Board of Zoning and Adjustment to see that a consistent zoning program stays in place.

I understand that my attendance at all regularly scheduled meetings is critical, even if I am an alternate member, and that the Board of Aldermen may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

Applicant's Signature: Charles R. Hotchkiss

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission, or Committee for which you have applied.

- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Please notify the City Clerk at 816-380-8916 if you move or no longer wish to be considered for appointment.
- Mail or deliver your completed application to: City of Harrisonville, City Clerk's Office, 300 E. Pearl, P. O. Box 367, Harrisonville, MO 67401 or email rjones@ci.harrisonville.mo.us

* Applications must be completely filled out in order to be considered *

THANK YOU FOR YOUR INTEREST IN THE CITY OF HARRISONVILLE

Council Bill No.**Resolution No.**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF CHARLES
HOTCHKISS TO THE BOARD OF ZONING ADJUSTMENT.**

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Board of Zoning Adjustment; and

WHEREAS, Charles Hotchkiss fully meets the qualifications for appointment to this Commission; and

WHEREAS, said appointment will expire in October of 2025; and.

WHEREAS, Mayor Judy Bowman recommends the appointment of Charles Hotchkiss to the Board of Zoning Adjustment upon approval of the Board of Aldermen;

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

Section 1. The Board of Aldermen approves the appointment of Charles Hotchkiss to the Board of Zoning Adjustment.

Section 2. Effective Date. This resolution shall become effective on February 1, 2021 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 1ST DAY OF FEBRUARY 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021.

Attachment: Charles Hotchkiss to BZA 2021 (Charles Hotchkiss appointment to BZA)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 26, 2021
SUBJECT: Appointment of April McLaughlin as full BZA member

Type of Item: *Approval*

D. Action Item (ID # 3778)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF APRIL MCLAUGHLIN AS A FULL MEMBER ON THE BOARD OF ZONING ADJUSTMENT

Attachments:

April McLaughlin as full member of BZA 2021 (DOCX)

Council Bill No.**Resolution No.**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF APRIL
MCLAUGHLIN AS A FULL MEMBER ON THE BOARD OF ZONING ADJUSTMENT**

WHEREAS, the Board of Aldermen have determined a need to fill a seat(s) on the Board of Zoning Adjustment; and

WHEREAS, April McLaughlin has been serving as an alternate for the Board of Zoning Adjustment since December 7, 2020; and

WHEREAS, Mayor Judy Bowman recommends the appointment of April McLaughlin as a full member of the Board of Zoning Adjustment, upon approval of the Board of Aldermen;

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

Section 1. The Board of Aldermen approves the appointment of April McLaughlin as a full member of the Board of Zoning Adjustment.

Section 2. Effective Date. This resolution shall become effective on February 1, 2021 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 1ST DAY OF FEBRUARY 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021.

Attachment: April McLaughlin as full member of BZA 2021 (Appointment of April McLaughlin as full BZA member)



STAFF REPORT

TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 26, 2021
SUBJECT: Appoint Alderwoman Franklin to be Liaison to Park Board

Type of Item: *Approval*

E. Action Item (ID # 3777)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF SANDY FRANKLIN AS AN ALDERMEN LIAISON TO THE PARK BOARD

Attachments:

Alderman Turner email 1-14-21 (PNG)

Sandy Franklin as liason to Park Board 2021 (DOCX)

From: Matt Turner <mturner@harrisonville.com>

Sent: Thursday, January 14, 2021 3:44 PM

To: Judy Bowman <jb Bowman@harrisonville.com>

Subject: Park Board Liaison

5.E.a

Dear Mayor,

I understand with the latest appointment (Sandy Franklin) to the Board of Aldermen that she had to resign from the Park Board. I know that she really enjoyed serving on that board & wishes to maintain some level of involvement with Parks & Rec.

I would graciously step down from the role as Liaison to the Park Board if you would like to appoint Sandy Franklin as the new Liaison to the Park Board. That way she would still be able to be involved with the Parks & Rec.

Thank you,

Matt Turner
Alderman Ward 4
Harrisonville, MO

Attachment: Alderman Turner email

Packet Pg. 116

Council Bill No.**Resolution No.**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE, MISSOURI APPROVING THE APPOINTMENT OF SANDY
FRANKLIN AS AN ALDERMEN LIAISON TO THE PARK BOARD**

WHEREAS, the Board of Aldermen have determined a need for an Aldermen Liaison on the Park Board; and

WHEREAS, before being appointed to the Board of Aldermen, Alderwoman Franklin served as an appointment member of the Park Board; and

WHEREAS, Mayor Judy Bowman recommends the appointment of Alderwoman Franklin to serve as the Aldermen Liaison to the Park Board, upon approval of the Board of Alderman;

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

Section 1. The Board of Aldermen approves the appointment of Alderwoman Sandy Franklin to serve as the Aldermen Liaison to the Park Board.

Section 2. Effective Date. This resolution shall become effective on February 1, 2021 upon approval and passage by the Board of Aldermen.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 1ST DAY OF FEBRUARY 2021.

VOTE TAKEN AS FOLLOWS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021.

Attachment: Sandy Franklin as liason to Park Board 2021 (Appoint Alderwoman Franklin to be Liaison to Park Board)



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: December 28, 2020
SUBJECT: GLEN EAGLE REAL ESTATE DONATION CONTRACT

Type of Item: *Approval*

GENERAL INFORMATION

Applicant: City Staff

Requested Action: Approve Resolution Authorizing the Mayor and City Administrator to Enter into a Real Estate Donation Contract with HB Investors, LLC., Regarding the Donation of Land in Glen Eagle Subdivision for a Regional Stormwater Retention/Detention Basin.

Date of Meeting: February 1, 2021

PROPOSAL

Authorize the Mayor and City Administrator to enter into a Real Estate Donation Contract with HB Investors, LLC regarding the donation of approximately 28 acres of vacant land in the Glen Eagle Subdivision to the City for a regional stormwater retention/detention basin. The recently adopted 2021-2025 Capital Improvements Plan calls for the basin to be constructed in 2021.

PREVIOUS ACTIONS

On October 19, 2020, the BOA approved certificates of participation for financing the Glen Eagle Retention/Detention Basin and other capital improvements

On December 7, 2020, the BOA approved the 2021-2025 Capital Improvements Plan with the Glen Eagle Retention/Detention Basin to be constructed in 2021.

STAFF COMMENTS AND SUGGESTIONS

This contract sets forth that the owners of Glen Eagle Subdivision will donate approximately 28 acres of vacant ground in the Glen Eagle Subdivision to the City of Harrisonville for construction by the City of a regional stormwater retention/detention facility. Paragraph 4 in the contract sets forth certain understandings with regard to future development and relieves the owners of several fees and responsibilities contained in prior development agreements. Staff believes that the requests of the owner are reasonable given that they are donating 28 acres.

STAFF RECOMMENDATION

Approval

STAFF CONTACTS: **Roger Kroh**

Ted Martin

Carl Brooks

F. Action Item (ID # 3743)

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ENTER INTO A REAL ESTATE DONATION CONTRACT WITH HB INVESTORS, LLC REGARDING THE DONATION OF LAND IN THE GLEN EAGLE SUBDIVISION FOR CONSTRUCTION OF A REGIONAL STORMWATER RETENTION/DETENTION BASIN

Attachments:

Glen Eagle Land Donation Contract FINAL 012821 (PDF)

Resolution 020121 (DOCX)

REAL ESTATE DONATION CONTRACT

THIS CONTRACT is made and entered into effective the ____ day of January, 2021 (the “**Effective Date**”) by and between HB INVESTORS, LLC, a Kansas limited liability company (“**Owner**”) and City of Harrisonville, Missouri (“**City**”) (collectively “**parties**”).

WHEREAS, Owner is the owner of the 62 residential lots (each a “**Lot**”) described as “Parcel 5” on Exhibit A attached hereto, and the vacant grounds described as “Parcel 1”, “Parcel 2”, “Parcel 3” and “Parcel 4” on Exhibit A attached hereto. Parcel 1 is hereinafter referred to as the “**Basin Property**”, each lot in Parcel 5 is hereinafter referred to individually as a “**Lot**” and collectively referred to as the “**Lots**” and Parcel 2, Parcel 3, and Parcel 4 are hereinafter referred to individually as a “**Parcel**” and collectively, as the “**Parcels**”. The Parcels, the Lots and the Basin Property are hereinafter collectively referred to as the “**Properties**”).

WHEREAS, the Owner and the City desire to have Owner donate the Basin Property to the City to be used as a regional water detention basin.

WHEREAS, the Properties are subject to the “Development Agreement – Glen Eagle Development” approved by Resolution No. 04-09 on April 5, 2004 (the “**Development Agreement**”) and “Agreement for Payment of Fees” recorded in Book 2925 at Page 219 (the “**Fees Agreement**”) between Owner’s predecessor in title and the City;

WHEREAS, the Development Agreement, Fees Agreement and any other similar agreements between the City and any predecessor-in-title to Owner with respect to the Properties are hereinafter collectively referred to as the “**Prior Agreements**”.

WHEREAS, Owner desires to sell the various Lots in Parcel 5 and Parcels 2, 3 and 4 separately.

WHEREAS, due to the donation, Parcel 2 and Parcel 4 are less than 40 acres each.

WHEREAS, the parties have agreed to certain matters with respect to the foregoing donation.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. PROPERTY: Subject to the terms and conditions of this Contract, Owner agrees to donate, and City agrees to accept, the Basin Property.

Attachment: Glen Eagle Land Donation Contract FINAL 012821 (GLEN EAGLE REAL ESTATE DONATION CONTRACT)

2. SURVEY/PLATTING: Owner has no obligation to provide City with a survey of the Basin Property. Additionally, the City agrees that Owner shall have no obligation to plat Parcel 2, Parcel 3 and/or Parcel 4 in connection with any sale. The City acknowledges that Harrisonville City Code exempts Parcels 2, 3 and 4 by reason of certain conveyances of land from platting where the land to be conveyed is to be used as right-of-way or other public utilities:

“Section 410.060 Exemptions From Platting

Notwithstanding the requirements of Sections 410.030 through 410.050, these subdivision regulations shall not apply in the following instances or transactions:

3. A conveyance of land or interest therein for use as right-of-way or other public utilities subject to State or Federal regulation, where no new street or easement of access is created.”

3. TITLE COMMITMENT; TITLE POLICY: The City, in the City’s sole discretion and expense, may obtain a title commitment and/or title policy for the Basin Property.

4. LOTS DEVELOPMENT. The parties hereby agree as follows:

a. The Prior Agreements shall be null and void and of no further force or effect.

b. No owner(s) of any of the Properties shall have any obligation to pay any Administrative and Street Light Fee for the next 28 lots requesting building permits. The City shall install up to four (4) streetlights on Crest Street, Talon Drive and Nest Court, at no additional costs to the property owners on those streets. All future development in the Parcels shall be subject to the Administrative and Street Light Fee in effect throughout the City at the time of installation and the City shall not impose greater fees, charges or obligations with respect to the development of the Properties than are generally imposed throughout the City.

c. No owner(s) of any of the Properties shall have any obligations to install 13 trees in the landscape easement along 267th Street.

d. No owner(s) of any of the Properties shall have any obligation to contribute toward the costs of expanding or upgrading Crest Street. However, due to the substandard diameter of the turnarounds on Crest Street, Talon Drive, Nest Court, and Hawk View, the City will place Fire Lane No Parking signs in the turnarounds.

e. No owner(s) of any of the Properties shall have any obligation to inspect or maintain the existing sanitary and/or storm sewer lines currently constructed within the development.

f. The parties agree that the location of the reservoir dam shall be substantially as set forth on Exhibit B attached hereto.

g. No Owner of any of the Properties shall have any obligation to contribute toward the construction of the dam and the City shall construct the dam at the City's expense to accommodate a future public street in such a manner that the construction of such street shall not require any modification of such dam. The City shall have no obligation to pay for the construction of a street on top of the dam.

h. The owner(s) of the Properties shall have the right to use the Basin Property as detention facilities without compensation.

i. No owner(s) of the Properties shall have any obligation to construct additional detention facilities within the Parcels.

j. The City's approval of development of each of the Properties shall not be conditioned upon or require the construction or completion of any detention facilities within such Parcel or the Basin Property, including the dam (or the street on such dam, if the City has not previously completed such dam).

k. Prior to additional building permits being issued in Phase I and Phase II Final Plats within Parcel 5, fire flow tests shall be conducted with PSWD No. 4 and results provided to the Fire Chief showing that the fire flow meets or exceeds 1000 gallons per minute.

5. CONVEYANCE OF TITLE: Owner will convey the Basin Property to City by a quitclaim deed, **subject to** any and all exceptions, easements, rights-of-way, covenants, conditions, restrictions, reservations, encroachments, protrusions, shortages in area, boundary disputes and discrepancies, matters which could be discovered or would be revealed by, respectively, an inspection or current survey of the Property, liens, encumbrances, impositions (monetary and otherwise), access limitations, leases, prescriptive rights, rights of parties in possession, rights of tenants, co-tenants, or other co-owners, and any and all other matters or conditions affecting the Property, whether known or unknown, recorded or unrecorded, as well as standby fees, real estate taxes, and assessments on or against the Property for the current year and prior and subsequent years and subsequent taxes and assessments for prior years becoming due by reason of a change in usage or ownership, or both, of the Property; and any and all zoning, building, and other laws, regulations, and ordinances or municipal and other governmental authorities affecting the Property (all of the foregoing being collectively referred to as the "Permitted Encumbrances").

6. NOTICES: All notices, consents, approvals, requests, waivers, objections or other communications required or permitted under this Contract shall be in writing and shall be served by hand delivery, prepaid and certified U.S. Mail or by reputable overnight delivery service to:

If to Owner: HB Investors, LLC
Attn: Gerald White
5000 W. 95th Street, Suite 200
Prairie Village, KS 66207

With a copy to: Lewis Rice LC
 Attn: Paul Torline
 1010 Walnut, Suite 500
 Kansas City, MO 64106

If to City: City of Harrisonville, Missouri
 Attention: Brad Ratliff, City Administrator
 300 E Pearl Street
 Harrisonville, MO 64701

If either party shall mail any notice to the other party's Notice Address specified above, such notice shall be conclusively deemed given on the second regular postal day next following the date of mailing. Failure or refusal to accept service of a notice shall constitute delivery of the notice.

7. SEVERABILITY: If any provision of the Contract or any term, paragraph, sentence, clause, phrase or word appearing herein by judicially or administratively held invalid or unenforceable for any reason, such holding shall not be deemed to affect, alter, modify, or impair in any manner any other provision, term, paragraph, sentence, clause, phrase, or word appearing herein.

8. SUCCESSORS AND ASSIGN: All covenants, conditions, representations, promises, and agreements contained herein shall run with the land and shall be binding upon, apply, and insure to the parties hereto and their respective heirs, executors, administrators, successors, and assigns. It being understood and agreed, however, that City shall have neither the right nor the power to delegate said party's duties or assign said party's rights hereunder without the express written consent of the other party, which consent may be withheld for any or no reason whatsoever. It also being understood and agreed that Owner shall have neither the right nor the power to delegate Owner's obligations under Section 5 above without the express written consent of the other party, which consent may be withheld for any or no reasons whatsoever.

9. GOVERNING LAW: This Contract shall be deemed made within the State of Missouri and the laws of such state shall govern the interpretation and construction hereof. Venue for any dispute regarding this Contract shall be the Circuit Court of Cass County, Missouri.

10. COUNTERPART EXECUTION: This Contract may be executed in any number of counterparts and each shall be deemed an original.

11. FURTHER ACTS: Both parties shall do and perform such other and further acts, and sign any further documents, as are reasonably necessary so as to effectuate their intentions as herein expressed. This shall include agreement to any future easements needed to access and/or maintain the property.

12. CAPTIONS AND CONSTRUCTION: Captions throughout this instrument are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

13. DRAFTING: The provisions of this Contract were negotiated by the parties hereto and said Contract shall be deemed to have been drafted by all the parties hereto.

14. ATTORNEY FEES: In the event any claim is asserted by or against any of the parties hereto with respect to this Contract or the subject matter hereof, the party or parties prevailing in any litigation resulting from such claim shall be entitled to receive the reasonable attorneys' fees and all court costs, incurred by the prevailing party or parties in such litigation from the party or parties who fail so to prevail.

15. TOTAL INTEGRATION: THE CONTRACT (INCLUDING ANY ADDENDUM OR EXHIBIT ATTACHED HERETO) CONSTITUTES THE COMPLETE AGREEMENT BETWEEN OWNER AND CITY CONCERNING THE RELATIONSHIP OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS, UNDERSTANDINGS, PROMISES, OR REPRESENTATIONS BETWEEN OWNER AND CITY AFFECTING THIS CONTRACT OR THE SUBJECT PROPERTY. ALL PRIOR NEGOTIATIONS AND UNDERSTANDING, IF ANY, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT PROEPRETY OR THIS CONTRACT SHALL BE OF NO FORCE OR EFFECT AND SHALL NOT BE USED TO INTERPRET THIS INSTRUMENT.

WHEN SIGNED BY ALL PARTIES THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. TIME IS OF THE ESSENCE OF THIS CONTRACT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

Attachment: Glen Eagle Land Donation Contract FINAL 012821 (GLEN EAGLE REAL ESTATE DONATION CONTRACT)

IN WITNESS WHEREOF, OWNER AND CITY execute this Contract on the date(s) and at the time(s) indicated below their respective signatures.

OWNER:

HB INVESTORS, LLC

By: _____
Gerald White, Manager

Date _____, 2021, Time ____, __.M.

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2021, before me, a Notary Public in and for said County and State, personally appeared GERALD WHITE, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the Manager of **HB INVESTORS, LLC**, a Missouri limited liability company, and that said instrument was signed in behalf of said limited liability company by authority of its members, and said person acknowledged said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public

My Commission Expires:

Attachment: Glen Eagle Land Donation Contract FINAL 012821 (GLEN EAGLE REAL ESTATE DONATION CONTRACT)

CITY:

MAYOR OF HARRISONVILLE, MISSOURI

Date _____, 2021, Time ____, __.M.

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2021, by _____, Mayor of the **CITY OF HARRISONVILLE, MISSOURI**, and that he/she, as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

My Commission Expires:

Attachment: Glen Eagle Land Donation Contract FINAL 012821 (GLEN EAGLE REAL ESTATE DONATION CONTRACT)

CITY ADMINISTRATOR OF HARRISONVILLE,
MISSOURI

Date_____, 2021, Time ____, __.M.

STATE OF _____)
_____) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2021, by _____, City Administrator of the **CITY OF HARRISONVILLE, MISSOURI**, and that he/she, as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

My Commission Expires:

Attachment: Glen Eagle Land Donation Contract FINAL 012821 (GLEN EAGLE REAL ESTATE DONATION CONTRACT)

CITY ATTORNEY OF HARRISONVILLE,
MISSOURI

Date_____, 2021, Time ____, __.M.

STATE OF _____)
_____) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2021, by _____, City Attorney of the **CITY OF HARRISONVILLE, MISSOURI**, and that he/she, as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Notary Public

My Commission Expires:

DATE AND TIME OF FINAL ACCEPTANCE _____, 2021, __:__, __.M.

Attachment: Glen Eagle Land Donation Contract FINAL 012821 (GLEN EAGLE REAL ESTATE DONATION CONTRACT)

EXHIBIT A**LEGAL DESCRIPTIONS****PARCEL 1 DESCRIPTION (Basin Property):**

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri; being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence South 01°35'48" West, along the East line of the Northwest Quarter of said Southeast Quarter, 557.74 feet to the Point of Beginning; Thence South 01°35'48" West, continuing along said East line, 378.63 feet; Thence South 58°55'04" West, 165.89 feet; Thence South 89°45'04" West, 821.69 feet; Thence South 63°03'14" West, 215.31 feet; Thence South 45°59'51" West, 399.38 feet; Thence North 57°38'36" West, 643.01 feet; Thence North 18°01'57" West, 218.35 feet; Thence North 03°26'19" West, 215.34 feet; Thence North 57°59'44" East, 648.78 feet; Thence South 70°29'52" West, 69.54 feet; Thence South 06°45'18" West, 308.95 feet; Thence South 89°54'53" East, 411.51 feet; Thence North 13°04'49" East, 160.14 feet; Thence South 89°54'53" East, 114.44 feet; Thence South 66°37'18" East, 56.64 feet; Thence South 89°54'53" East, 141.29 feet; Thence South 51°38'32" East, 119.66 feet; Thence South 89°54'53" East, 51.38 feet; Thence North 51°44'47" East, 148.90 feet; Thence South 89°54'53" East, 31.89 feet; Thence South 43°16'47" East, 120.33 feet; Thence South 89°54'53" East, 365.82 feet to the Point of Beginning. Contains 1,219,737 square feet or 28.00 acres more or less.

PARCEL 2 DESCRIPTION:

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri; being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence South 01°35'48" West, along the East line of the Northwest Quarter of said Southeast Quarter, 936.37 feet to the Point of Beginning; Thence South 01°35'48" West, continuing along said East line and the East line of the Southwest Quarter of said Southeast Quarter, 547.72 feet to the Northeast corner of GLEN EAGLE, Lots 213 thru 247, a subdivision in said Harrisonville, Cass County, Missouri; Thence along the North line of said GLEN EAGLE, the following three courses: Thence South 68°08'00" West, 407.68 feet; Thence South 74°05'00" West, 319.04 feet; Thence South 62°29'00" West, 60.00 feet;

Thence South 82°13'01" West, 309.38 feet; Thence North 07°23'42" East, 268.99 feet; Thence North 87°05'39" West, 764.65 feet; Thence North 22°30'03" West, 208.32 feet; Thence North 58°22'50" West, 418.85 feet; Thence North 62°06'57" East, 258.95 feet; Thence South 18°01'57" East, 109.70 feet; Thence South 57°38'36" East, 643.01 feet; Thence North 45°59'51" East, 399.38 feet; Thence North 63°03'14" East, 215.31 feet; Thence North 89°45'04" East, 821.69 feet; Thence North 58°55'04" East, 165.89 feet to the Point of Beginning. Contains 940,329 square feet or 21.59 acres more or less.

PARCEL 3 DESCRIPTION:

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri; being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter; Thence North 01°44'23" East, along the West line of said Southwest Quarter, 829.94 feet to the Point of Beginning; Thence North 01°44'23" East, along said West line, 497.97 feet to the Northwest corner of the Southwest Quarter of said Southwest Quarter; Thence South 88°24'37" East, along the North line of the Southwest Quarter of said Southwest Quarter, 1320.46 feet to the Northeast corner of the Southwest Quarter of said Southwest Quarter; Thence North 67°48'15" East, 438.24 feet; Thence South 58°22'50" East, 418.85 feet; Thence South 22°30'03" East, 208.32 feet; Thence South 87°05'39" East, 764.65 feet; Thence South 02°23'42" West, 268.99 feet; Thence North 82°13'01" East, 309.38 feet to the Northwest corner of GLEN EAGLE, Lots 213 thru 247, a subdivision in said Harrisonville, Cass County, Missouri; Thence along the West line of said GLEN EAGLE, the following nine courses: Thence South 27°31'00" East, 210.69 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 1143.38 feet, and an arc length of 186.50 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, and an arc length of 24.19 feet; Thence South 06°54'22" East, 50.18 feet; Thence North 87°45'22" East, 10.50 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 15.00 feet, and an arc length of 21.84 feet; Thence on a curve to the right, tangent to the last described course, having a radius of 1143.07 feet, and an arc length of 117.11 feet; Thence South 08°03'38" East, 3.86 feet; Thence North 88°50'00" West, 127.81 feet; Thence North 88°27'47" West, 697.52 feet to the East line of said Southwest Quarter; Thence North 01°38'35" East, along said East line, 496.75 feet; Thence North 88°31'09" West, 573.20 feet; Thence North 00°26'06" West, 26.21 feet; Thence South 83°41'41" West, 754.56 feet to the East line of the Southwest Quarter of said Southwest Quarter; Thence North 01°40'28" East, along said East line, 95.38 feet; Thence North 88°27'03" West, 1321.01 feet to the Point of Beginning. Contains 1,757,134 square feet or 40.34 acres more or less.

PARCEL 4 DESCRIPTION:

A tract of land being part of the Southeast Quarter and the Southwest Quarter of Section 3, Township 44 North, Range 31 West, in the City of Harrisonville, Cass County, Missouri, being more particularly described as follows:

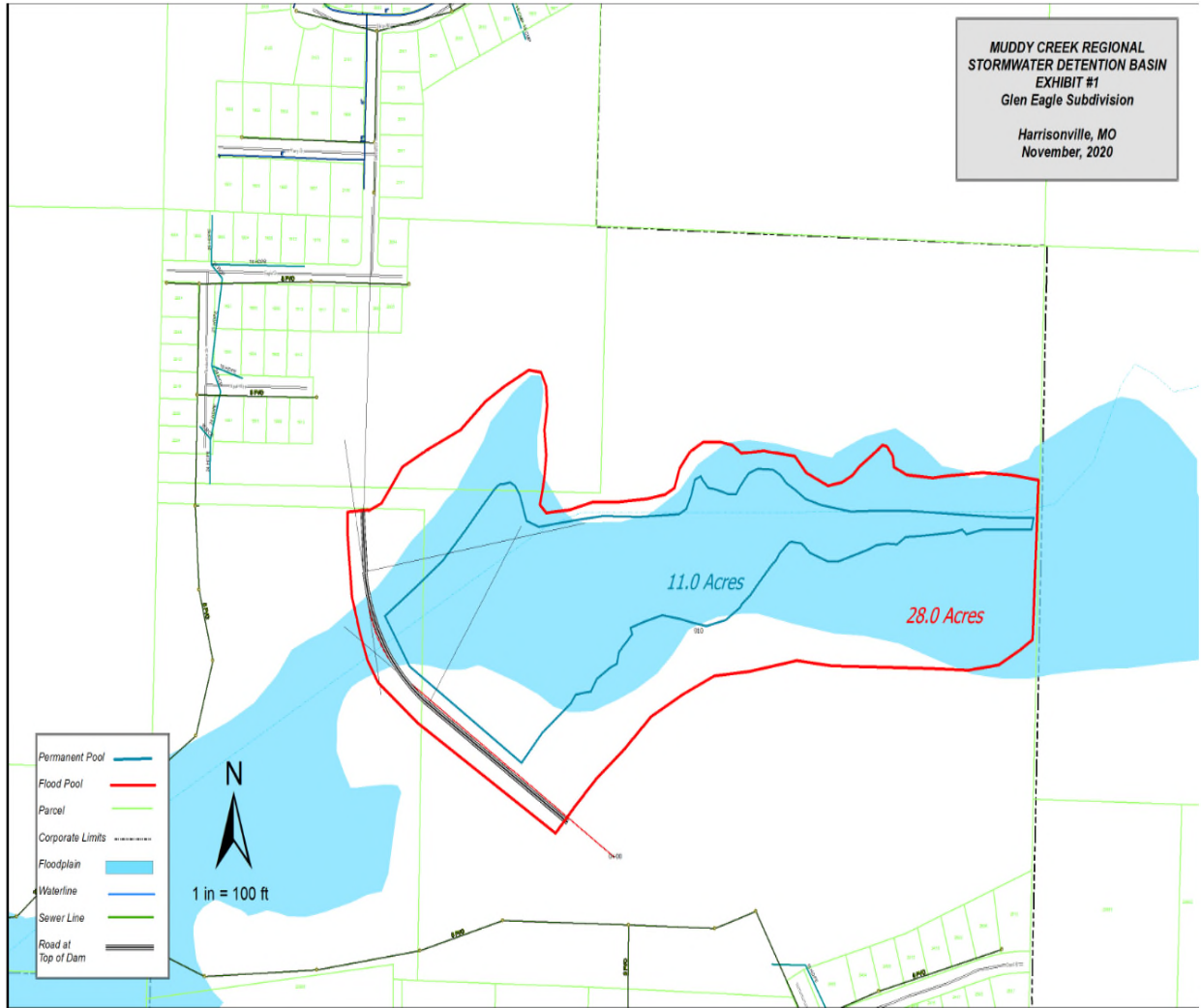
Beginning at the Northeast corner of the Northwest Quarter of said Southeast Quarter; Thence South 01°35'48" West, along the East line of the Northwest Quarter of said Southeast Quarter, 557.74 feet; Thence North 89°54'53" West, 365.82 feet; Thence North 43°16'47" West, 120.33 feet; Thence North 89°54'53" West, 31.89 feet; Thence South 51°44'47" West, 148.90 feet; Thence North 89°54'53" West, 51.38 feet; Thence North 51°38'32" West, 119.66 feet; Thence North 89°54'53" West, 141.29 feet; Thence North 66°37'18" West, 56.64 feet; Thence North 89°54'53" West, 114.44 feet; Thence South 13°04'49" West, 160.14 feet; Thence North 89°54'53" West, 411.51 feet; Thence North 06°45'18" East, 308.95 feet; Thence North 70°29'52"

West, 69.54 feet; Thence South 57°59'44" West, 648.78 feet; Thence South 03°26'19" East, 215.34 feet; Thence South 18°01'57" East, 108.65 feet; Thence South 62°06'57" West, 258.95 feet; Thence South 67°48'15" West, 438.24 feet to the Southwest corner of the Northeast Quarter of said Southwest Quarter; Thence North 01°40'40" East, along the West line of the Northeast Quarter of said Southwest Quarter, 744.36 feet to the Southwest corner of GLEN EAGLE, Lots 1 thru 31, a subdivision in said Harrisonville, Cass County, Missouri; Thence along the Southerly and Easterly lines of said GLEN EAGLE, the following ten courses: Thence South 88°50'00" East, 163.66 feet; Thence North 01°10'00" East, 30.00 feet; Thence South 88°50'00" East, 299.42 feet to the Southeast corner of Lot 25, said GLEN EAGLE; Thence North 01°10'00" East, 160.00 feet; Thence North 88°50'00" West, 11.55 feet; Thence North 01°10'00" East, 110.00 feet to the Northeast corner of Lot 24, said GLEN EAGLE; Thence South 88°50'00" East, 270.00 feet to the Southeast corner of Lot 10, said GLEN EAGLE,• Thence North 01°10'00" East, 110.00 feet; Thence South 88°50'00" East, 13.61 feet; Thence North 01°10'00" East, 163.59 feet to the Northeast corner of said GLEN EAGLE, said point also being on the North line of said Southwest Quarter; Thence South 88°21'39" East, along said North line, 590.31 feet to the Northwest corner of said Southeast Quarter; Thence South 87°57'20" East, along the North line of said Southeast Quarter, 1323.15 feet to the Point of Beginning. Contains 1,509,899 square feet or 34.66 acres more or less.

Parcel 5 Legal Description:

LOTS 1- 31, GLEN EAGLE, A SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDINGLY TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 20 AT PAGE 67.

LOTS 213-238, and Lots 243-247, and TRACT A, GLEN EAGLE, A SUBDIVISION IN HARRISONVILLE, CASS COUNTY, MISSOURI, ACCORDINGLY TO THE RECORDED PLAT THEREOF, FILED IN PLAT BOOK 20 AT PAGE 68.

EXHIBIT B**LOCATION OF DAM**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF
HARRISONVILLE AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO
ENTER INTO A REAL ESTATE DONATION CONTRACT WITH HB INVESTORS, LLC
REGARDING THE DONATION OF LAND IN THE GLEN EAGLE SUBDIVISION FOR
CONSTRUCTION OF A REGIONAL STORMWATER RETENTION/DETENTION
BASIN**

WHEREAS, HB Investors, LLC. (“Owner”) is the owner of Glen Eagle Subdivision in the City of Harrisonville (“City”); and

WHEREAS, the Owner and the City have a desire to have Owner donate approximately 28 acres of vacant land in Glen Eagle Subdivision to be used as a regional stormwater retention/detention basin.

WHEREAS, the Board of Aldermen have reviewed the real estate donation contract with HB Investors, LLC., and believe it to be in the best interest of the city to approve the contract as presented.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HARRISONVILLE BOARD OF ALDERMEN THAT:

Section 1. The Mayor and City Administrator are hereby authorized and directed to enter into a real estate donation contract on behalf of the Board of Aldermen with HB Investors, LLC., regarding the donation of approximately 28 acres in the Glen Eagle Subdivision to the City of Harrisonville on which the City intends to construct a regional stormwater retention/detention basin.

Section 2. That this resolution shall become effective immediately upon its passage and approval.

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE THIS 2ND DAY OF FEBRUARY 2021.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 2nd day of February 2021

Attachment: Resolution 020121 (GLEN EAGLE REAL ESTATE DONATION CONTRACT)



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: January 27, 2021
SUBJECT: PUBLIC HEARING - SAPP BROS., INC. REZONING TO C-2
COMMERCIAL SERVICES, 275th AND I-49

Type of Item: Approval

GENERAL INFORMATION

Applicant: Tyler Marsh, Chief Financial Officer, Sapp Bros, Inc.

Requested Actions: Public Hearing -- Rezone Sapp Bros, Inc. Property to C-2,
Commercial Services

Date: February 1, 2021

PUBLIC HEARING NOTICE

City of Harrisonville, MO

Notice of Public Hearing
Planning and Zoning Commission
and
Board of Aldermen

Notice is hereby given that the Harrisonville Planning and Zoning Commission (PZ) and Board of Aldermen (BOA) will conduct public hearings at the days, times and locations indicated below to receive public testimony on an application from Sapp Bros, Inc. to rezone from Cass County Commercial and Industrial Zoning to City of Harrisonville C-2 General Commercial zoning the following three (3) tracts at 21501 E. 275th Street, 27603 S. West Outer Road, and 27604 S. West Outer Road, Harrisonville, MO 64701. The public hearings will be held at the following days, times and location:

Planning and Zoning Commission, Thursday, January 21, 2021 at 6 PM

Board of Aldermen Meeting, Monday, February 1, 2020 at 6 PM

City Hall, 300 E. Pearl St., Harrisonville, MO 64701

Due to the threat of coronavirus infection, the meeting locations may be changed to the Harrisonville Community Center, 2400 Jefferson Parkway, Harrisonville, MO 64701, or the meetings may be conducted as online video-conference-style meetings. If one or both meetings are moved to the Community Center or held online, notice will be provided on the City's website (<https://www.ci.harrisonville.mo.us/>) under the "Agendas & Minutes" button in the center of the main page. This page can also be accessed by choosing the "Government" tab at the top of the main page and then selecting "Agendas/Minutes". The City invites all individuals to attend the meeting in the manner described above and make oral comments on the application.

Contact Roger Kroh, City Planner, at rkroh@harrisonville.com <<mailto:rkroh@harrisonville.com>> or (816) 380-8922, if you wish to review the application or submit commentaries prior to the meetings, and if you have difficulty accessing the online meeting agenda packets.

Cyndora Gauthreaux

Secretary to the Planning and Zoning Commission

G. Action Item (ID # 3779)

PUBLIC HEARING - SAPP BROS., INC. REZONING TO C-2 COMMERCIAL SERVICES,
275th AND I-49

City of
Harrisonville
STAFF REPORT

est.
1836

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: January 28, 2021
SUBJECT: SAPP BROS REZONING TO C-2, SWC I-49 & 275TH

Type of Item: *Approval*

GENERAL INFORMATION

PUBLIC HEARING

Applicant: Tyler Marsh, Chief Financial Officer of Sapp Bros, Inc.
Requested Actions: Rezoning of Annexed Property to C-2, Services Business

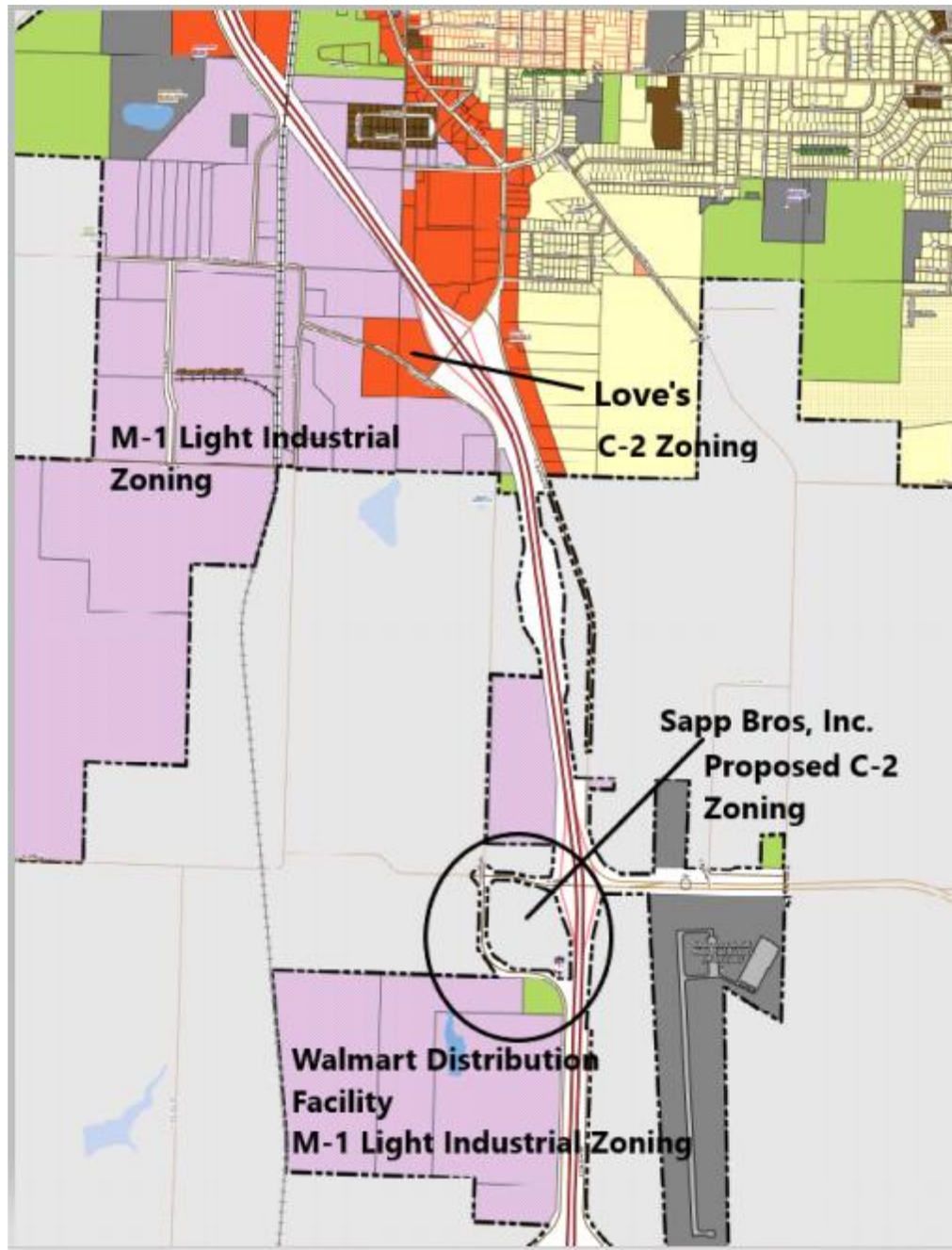
Date of Application: January 15, 2021

PROPOSAL

On November 2, 2020, the City approved an application from Sapp Bros., Inc. to be annexed into the City. They own three (3) tracts of land 30.35 acres in size south of 275th Street and west of U.S. Interstate 49. While in unincorporated Cass County the tracts with the Sapp Brothers Service Center and the land they own that is occupied by Pyro City Fireworks had a C-Commercial zoning. The western tract with the Sapp Bros. truck service facility was zoned I - Industrial. The three tracts are 21501 E. 275th Street, 27603 S. West Outer Road, and 27604 S. West Outer Road. Staff recommends that the Sapp Bros. property be zoned C-2 Services Business District. This is the same zoning where the Love's Service Center is located at I-49 and South Commercial.

MAPS





LEGAL DESCRIPTION

TRACT I:

A part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 44, Range 31 in Cass County, Missouri, the starting point of which is determined by running a line from the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 16, aforesaid, thence East along the North line of said Quarter Quarter Section, 528.38 feet; thence South 0 degrees 08 minutes East, 87.12 feet to a point in the Southerly right-of-way line of the County Road, and being the True Point of Beginning of the tract of land hereby conveyed; continuing from this True Point of Beginning thence South 0 degrees 08 minutes East, 549.28 feet; thence South 73 degrees 45 minutes 30 seconds East, 636.68 feet to a point in the Westerly right-of-way line of U.S. Highway No. 71; thence North 2 degrees 54 minutes 30 seconds West, along said Westerly right-of-way line, 20.86 feet, thence North 23 degrees 14 minutes 08 seconds West, along said Westerly right-of-way line, 621.92 feet to a point where the Westerly right-of-way line of U.S. Highway No. 71 intersects the Southerly right-of-way line of County Road; thence North 69 degrees 42 minutes 52 seconds West, along the Southerly right-of-way line of the County Road, 291.42 feet; thence North 69 degrees 52 minutes West, along said Southerly right-of-way line, 98.83 feet to the Point of Beginning, EXCEPT any part in road.

TRACT II:

Part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 44, Range 31, Cass County, Missouri, described as follows: from the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 16, aforesaid, run thence East along the North line thereof, 145.12 feet; thence South, 50.78 feet to a point on the Southerly right-of-way line of East 275th Street, as now located, and being the true point of beginning of the tract to be described; thence North 89 degrees 53 minutes 20 seconds East along said right-of-way line, 172.50 feet; thence continuing along said right-of-way line on a curve to the right having a radius of 676.61 feet, a chord bearing of South 82 degrees 57 minutes 10 seconds East, and an arc length of 169.07 feet; thence South 69 degrees 52 minutes 00 seconds East along said right-of-way line, 46.45 feet; thence South 0 degrees 08 minutes 60 seconds East, 549.28 feet; thence South 73 degrees 45 minutes 30 seconds East, 336.68 feet; thence South 23 degrees 15 minutes 00 seconds West, 524.71 feet to a point on the North right-of-way line of South West Outer Road, as now located; thence South 89 degrees 55 minutes 30 seconds West along the said right-of-way line, 224.60 feet to a point on the Easterly right-of-way of said South West Outer Road; thence North 58 degrees 18 minutes 21 seconds West along said right-of-way line, 317.62 feet; thence North 22 degrees 19 minutes 49 seconds West along said right-of-way line 258.11 feet; thence North 0 degrees 13 minutes 00 seconds West along said right-of-way line 664.14 feet; thence North 45 degrees 39 minutes 27 seconds East along said right-of-way line, 132.23 feet to the True Point of Beginning, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

TRACT III:

Part of the East half of the Northwest Quarter of the Northwest Quarter, and part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 44, Range 31, in Cass County, Missouri, described as follows:

Beginning at the Southwest corner of the East half of the Northwest Quarter of the Northwest Quarter of

Section 16, aforesaid, and running thence North 0 degrees 16 minutes 17 seconds West, along the West line of the East half of said Quarter Quarter Section, 640.62 feet thence North 89 degrees 47 minutes East 607.15 feet to the West right of way line of the Outer Road; thence South 0 degrees 13 minutes East along said Outer Road right of way line, 281.00 feet; thence South 37 degrees 31 minutes 19 seconds East along the Southwesterly right of way line of the Outer Road, 454.86 feet to a point in the South line of the Northeast Quarter of the Northwest Quarter of Section 16; thence South 89 degrees 55 minutes 30 seconds West, 882.22 feet to the point of beginning, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

STAFF RECOMMENDATION

Recommending that the BOA approve the zoning of C-2 for approximately 30.35 acres owned

by Sapp Brothers, Inc. at the southwest corner of I-49 and 275th St.

H. Action Item (ID # 3785)

AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, APPROVING THE ZONING OF 30.35 ACRES OWNED BY SAPP BROS., INC. TO C-2 SERVICES BUSINESS DISTRICT ZONING WHICH IS LOCATED SOUTH OF 275th STREET AND WEST OF U.S. INTERSTATE 49 AND ESTABLISHING AN EFFECTIVE DATE

Attachments:

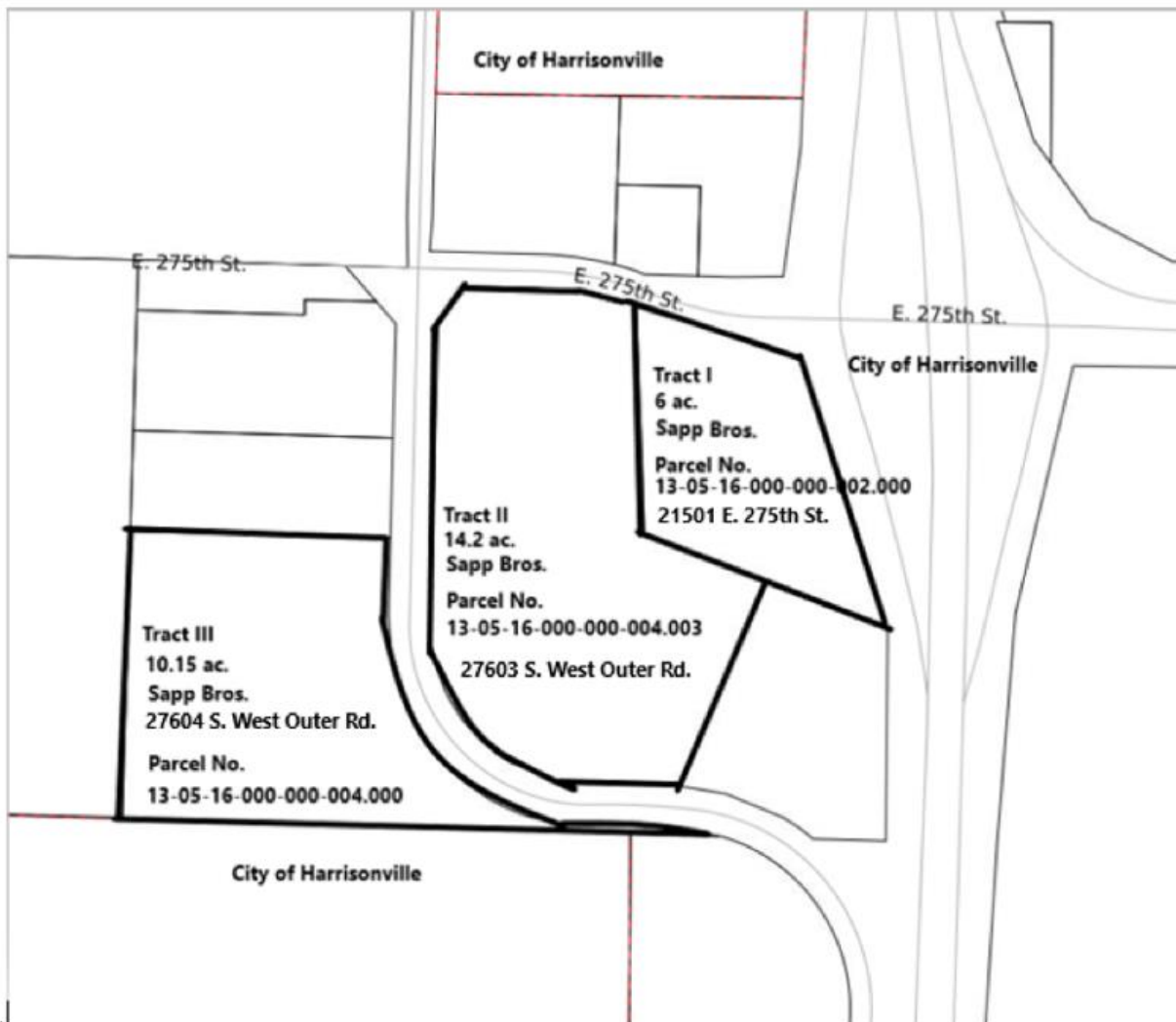
Exhibit I. Map of 30.35 Acres Being Zoned C-2 (DOCX)

1-21-21 Planning & Zoning Commission minutes (PDF)

Ordinance (DOCX)

EXHIBIT I

MAP OF 30.35 ACRES BEING ZONED C-2,
SERVICES BUSINESS DISTRICT ZONING DISTRICT





**MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
VIA ZOOM
JANUARY 21, 2021
6:00 PM**

1. Call to Order

The meeting was called to order at 6:00 PM by Chair Chris Chiodini

Attendee Name	Organization	Title	Status	Arrived
Chris Chiodini	Harrisonville	Chair	Present	
Scott Milner	Harrisonville		Present	
Judy Bowman	Harrisonville	Mayor	Present	
Judy Reece	Harrisonville	Board Liaison	Present	
Virgil Butler	Harrisonville		Present	
Dorothy Young	Harrisonville	Vice Chair	Present	
Cheryl Bush	Harrisonville		Excused	
Barrett Welton	Harrisonville		Present	
Wilbert Crawford	Harrisonville		Present	
Brian Pulliam	Harrisonville		Present	

Also in attendance: Bernadette Goodwin, General Manager for Sapp Bros.; Corey Deiter, Vice President of Operations for Sapp Bros.; Daniel Stewart, Surveyor; Roger Kroh, Community Development Planner; and Jamie Martin, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Nov 19, 2020 6:00 PM

With no additions or corrections, the minutes from the November 19, 2020 meeting were unanimously accepted.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Virgil Butler
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

3. Agenda Items

A. SELECTION OF 2021 CHAIR, VICE CHAIR AND SECRETARY

Wilbert Crawford nominated Chris Chiodini for Chairman. Mayor Bowman seconded.

Virgil Butler nominated Dorothy Young. There was not a second.

Wilbert Crawford made a motion to close nominations. The vote for Chris Chiodini to remain the Chairman for 2021 was unanimous.

Chris Chiodini nominated Dorothy Young for Vice Chairman. Virgil Butler seconded.

With no other nominations Chris Chiodini moved to close nominations. The vote for Dorothy Young to remain Vice-Chairman for 2021 was unanimous.

There was an acclimation vote for Jamie Martin as Recording Secretary.

B. PUBLIC HEARING - SAPP BROS REZONING SWC I-49 & 275TH

Chairman Chiodini opened the public hearing at 6:08 PM. There were no comments from the public. The public hearing was closed at 6:12 PM.

RESULT:

PRESENTED

C. SAPP BROS REZONING TO C-2, SWC I-49 & 275TH

Roger Kroh presented his Staff Report for the rezoning of newly annexed property to C-2- General Commercial. November 2, 2020, the City approved an application from Sapp Bros., Inc for three (3) tracts of land to be annexed into the City. While in unincorporated Cass County the tracts with the Sapp Brothers Service Center and the land they own that is occupied by Pyro City Fireworks had a C-Commercial zoning. The western tract with the Sapp Bros. truck service facility was zoned I - Industrial. The three tracts are 21501 E. 275th Street, 27603 S. West Outer Road, and 27604 S. West Outer Road. Staff recommends that the Sapp Bros. property be zoned C-2 General Commercial. This is the same zoning where the Love's Service Center is located at I-49 and South Commercial.

Chris Chiodini asked if this location is currently connected to City Sewer? Corey Dieter, Vice President of Operations, stated that it is currently not. Roger Kroh stated that Public Works has a design currently underway to provide sewer service to that area. Mr. Dieter stated that was the primary reason to request annexation.

Dorothy Young asked if other utilities were serviced by the City. Mr. Dieter stated that he was unsure.

Dorothy Young asked if there were any questions from neighbors about the zoning change. Mr. Kroh stated that there were none.

Wilbert Crawford made a motion to recommend approval to the Board of Alderman as described in the Staff Report. Barrett Welton seconded. The motion passed unanimously.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Wilbert Crawford

SECONDER:

Barrett Welton

AYES:

Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam

EXCUSED:

Cheryl Bush

D. REPLAT OF HARRISONVILLE COKES SUBDIVISION

Roger Kroh said that the three plats on the agenda re-platting a 6.75 acre tract recently sold by the Coke Family Trust comes from six homeowners with back yards that surround the property. The Coke property is located west of Bird Avenue, south of Stella Street and north of Lauren Avenue. The property has no development potential. It is in the flood plain and has no access to a public street.

Each of the three plats have two lots and show a portion of the Coke property being attached to the back yards of each lot. Staff is supportive of the homeowners acquiring the Coke property as they can maintain and manage it better than can absentee property owners. The six lots with street frontage will not be able to be sold separate from the pieces of the Coke tract.

Dorothy Young made a motion to approve the Final Plat of Coke's Subdivision Resurvey, Lots 8 and 9, subject to the applicant making any changes required by the City. Virgil Butler seconded the motion. Unanimous approval

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Virgil Butler
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

E. REPLAT OF HARRISONVILLE BECKERDITE NO. 4 SUBDIVISION

Wilbert Crawford made a motion to approve the Final Plat of Beckerdite's Addition No. 4 Resurvey #2, Lots No. 4 and 11, subject to the applicant making any changes required by the City. Dorothy seconded the motion. Unanimous approval.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Wilbert Crawford
SECONDER:	Dorothy Young, Vice Chair
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

F. REPLAT OF TWIN OAKS EAST SUBDIVISION

Dorothy Young made a motion to approve the Final Plat of Twin Oaks Estate Resurvey, Lots 1 and 2, subject to the applicant making any changes required by the City. Mayor Bowman seconded the motion. Unanimous approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Judy Bowman, Mayor
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

G. PUBLIC HEARING - ZONING ORDINANCE AMENDMENTS REGARDING MINI-WAREHOUSES

Chairman Chiodini opened the public hearing at 6:38 PM. There were no comments from the public. The public hearing was closed at 6:39 PM.

H. ZONING ORDINANCE AMENDMENT REGARDING MINI-WAREHOUSES

Roger Kroh said that mini-warehouse facilities are permitted by right in the C-2 zoning district. Recently, staff has received several inquiries from individuals wanting to construct mini-storage facilities at prime commercial locations in the city better suited for businesses that create jobs and generate sales tax. At the recommendation of staff, the Board of Aldermen (BOA) approved a moratorium that halted consideration of new applications for mini-warehouse facilities. But the moratorium did exempt mini-warehouse projects that had already had a pre-application review or received zoning and platting approvals.

Staff explained that the new regulations are designed to allow mini-warehouse projects in locations that are not well-suited for commercial and industrial projects that create jobs, capital investment and sales tax revenue. Mini-warehouse facilities will be permitted in the C-2 and M-1 zoning districts, but only with special use permits. Mini-warehouse projects would be limited to 2 acres and appropriately screened so as not to negatively impact the property value or development opportunities of abutting properties. In the M-1 zoning district, they cannot be located on a large tract of land so as to preclude future development.

Dorothy Young asked if the white vinyl fencing material for screening in some existing mini-warehouse facilities would be allowed for screening purposes. Roger Kroh said it could be if that is the commission's wishes.

Wilbert Crawford asked if plans submitted for a special use permit will include design of the buildings and walls or other buffers. Roger said it will.

Chairman Chiodini asked if staff considered establishing specific heights for walls and buffers. Roger Kroh said that he did not specify the height of walls, fences, and berms because the heights needed to adequately screen a facility will depend on the elevations of the facility and the nearby public right of way.

Dorothy Young made a motion to recommend that the Board of Aldermen approve the code amendments related to mini-warehouse facilities including changes identified by staff and by allowing the use of white vinyl fencing material for screening purposes. Wilbert Crawford seconded. Unanimous approval.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Wilbert Crawford
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

4. Adjourn

Roger Kroh said that the Board of Aldermen approved funds in the 2021 city budget for conducting a citywide customer satisfaction survey and major update of the comprehensive plan. The last major update of the comprehensive plan was done in 2002 and the last citywide customer satisfaction survey was done in 2014. Roger said that more than 20 planning consulting firms had participated in a recent pre-proposal conference and he is hopeful that the city will receive a number of good proposals. The project will take approximately one year.

With nothing further to come before the Commission, Mayor Bowman made a motion to adjourn. Wilbert Crawford seconded. The meeting was adjourned at 6:53 PM.

Chris Chiodini,
Chairperson of the Planning & Zoning Commission

Respectfully Submitted,

Jamie Martin, Secretary

Powered by **Granicus**

Attachment: 1-21-21 Planning & Zoning Commission minutes (SAPP BROS REZONING TO C-2, SWC I-49 & 275TH)

**AN ORDINANCE OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI,
APPROVING THE ZONING OF 30.35 ACRES OWNED BY SAPP BROS., INC. TO C-2
SERVICES BUSINESS DISTRICT ZONING WHICH IS LOCATED SOUTH OF 275th
STREET AND WEST OF U.S. INTERSTATE 49 AND ESTABLISHING AN EFFECTIVE
DATE**

WHEREAS, approximately 30.35 acres owned by Sapp Bros., Inc. was annexed into the City of Harrisonville on November 2, 2020 after the City received a petition for voluntary annexation from the landowner; and

WHEREAS, after legal notice being published in the official newspaper of the City and letters being sent to landowners within 185 ft. of the Sapp Bros. property, the Planning and Zoning Commission of the city of Harrisonville did conduct a public hearing and did unanimously recommend on February 21, 2021 that the Board of Aldermen approve the zoning of the 30.35 acres owned by Sapp Bros., Inc. to C-2 zoning; and

WHEREAS, the Board of Aldermen of the City of Harrisonville, Missouri, after legal notice being published in the official newspaper of the City and letters being sent to landowners within 185 ft. of the Sapp Bros. property, did conduct a public hearing and did consider the recommendation of the Planning and Zoning Commission on February 1, 2021.

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

Section 1. The three properties totaling approximately 30.35 acres owned by Sapp Bros., Inc. that are west of I-49 and south of 275th Street at 21501 E. 275th Street, 27603 S. West Outer Road, and 27604 S. West Outer Road are hereby zoned C-2 Services Business District Zoning based upon the findings in the staff report and meeting minutes of the Planning and Zoning Commission Meeting and Board of Aldermen Meeting at which this application was considered.

Section 2: The 30.35 acres being zoned C-2 comprises the following real estate in the City of Harrisonville, Cass County, Missouri, described as follows:

Attachment: Ordinance (SAPP BROS REZONING TO C-2, SWC I-49 & 275TH)

Legal Description

TRACT I:

A part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 44, Range 31 in Cass County, Missouri, the starting point of which is determined by running a line from the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 16, aforesaid, thence East along the North line of said Quarter Quarter Section, 528.38 feet; thence South 0 degrees 08 minutes East, 87.12 feet to a point in the Southerly right-of-way line of the County Road, and being the True Point of Beginning of the tract of land hereby conveyed; continuing from this True Point of Beginning thence South 0 degrees 08 minutes East, 549.28 feet; thence South 73 degrees 45 minutes 30 seconds East, 636.68 feet to a point in the Westerly right-of-way line of U.S. Highway No. 71; thence North 2 degrees 54 minutes 30 seconds West, along said Westerly right-of-way line, 20.86 feet, thence North 23 degrees 14 minutes 08 seconds West, along said Westerly right-of-way line, 621.92 feet to a point where the Westerly right-of-way line of U.S. Highway No. 71 intersects the Southerly right-of-way line of County Road; thence North 69 degrees 42 minutes 52 seconds West, along the Southerly right-of-way line of the County Road, 291.42 feet; thence North 69 degrees 52 minutes West, along said Southerly right-of-way line, 98.83 feet to the Point of Beginning, EXCEPT any part in road.

TRACT II:

Part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 44, Range 31, Cass County, Missouri, described as follows: from the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 16, aforesaid, run thence East along the North line thereof, 145.12 feet; thence South, 50.78 feet to a point on the Southerly right-of-way line of East 275th Street, as now located, and being the true point of beginning of the tract to be described; thence North 89 degrees 53 minutes 20 seconds East along said right-of-way line, 172.50 feet; thence continuing along said right-of-way line on a curve to the right having a radius of 676.61 feet, a chord bearing of South 82 degrees 57 minutes 10 seconds East, and an arc length of 169.07 feet; thence South 69 degrees 52 minutes 00 seconds East along said right-of-way line, 46.45 feet; thence South 0 degrees 08 minutes 60 seconds East, 549.28 feet; thence South 73 degrees 45 minutes 30 seconds East, 336.68 feet; thence South 23 degrees 15 minutes 00 seconds West, 524.71 feet to a point on the North right-of-way line of South West Outer Road, as now located; thence South 89 degrees 55 minutes 30 seconds West along the said right-of-way line, 224.60 feet to a point on the Easterly right-of-way of said South West Outer Road; thence North 58 degrees 18 minutes 21 seconds West along said right-of-way line, 317.62 feet; thence North 22 degrees 19 minutes 49 seconds West along said right-of-way line 258.11 feet; thence North 0 degrees 13 minutes 00 seconds West along said right-of-way line 664.14 feet; thence North 45 degrees 39 minutes 27 seconds East along said right-of-way line, 132.23 feet to the True Point of Beginning, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

TRACT III:

Part of the East half of the Northwest Quarter of the Northwest Quarter, and part of the Northeast Quarter of the Northwest Quarter of Section 16, Township 44, Range 31, in Cass County, Missouri, described as follows:

Beginning at the Southwest corner of the East half of the Northwest Quarter of the Northwest Quarter of Section 16, aforesaid, and running thence North 0 degrees 16 minutes 17 seconds West, along the West line of the East half of said Quarter Quarter Section, 640.62 feet thence North 89 degrees 47 minutes East 607.15 feet to the West right of way line of the Outer Road; thence South 0 degrees 13 minutes East along said Outer Road right of way line, 281.00 feet; thence South 37 degrees 31 minutes 19 seconds East along the Southwesterly right of way line of the Outer Road, 454.86 feet to a point in the South line of the Northeast Quarter of the Northwest Quarter of Section 16; thence South 89 degrees 55 minutes 30 seconds West, 882.22 feet to the point of beginning, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the

court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

AYES:

NAYS:

ABSENT:

ABSTAIN:

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 1, 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 1ST DAY OF FEBRUARY 2021.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021

Attach. Exhibit I: Map of 30.35 Acres Being Rezoned to C-2

Attachment: Ordinance (SAPP BROS REZONING TO C-2, SWC I-49 & 275TH)



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: January 28, 2021
SUBJECT: Public Hearing on New Regulations for Mini-Warehouse Facilities

Type of Item: *Approval*

PUBLIC HEARING
ON
NEW REGULATIONS FOR MINI-WAREHOUSE FACILITIES
STAFF CONTACT: Roger Kroh, Community Development Planner

City of Harrisonville, MO

Notice of Public Hearing
 Planning and Zoning Commission
 and
 Board of Aldermen

Notice is hereby given that the Harrisonville Planning and Zoning Commission (PZ) and Board of Aldermen (BOA) will conduct public hearings at the days, times and locations indicated below to receive public testimony on amendments to Ch. 405, Zoning Regulations, of the City of Harrisonville regarding the regulation of mini-warehouse facilities and warehousing. The public hearings will be held at the following days, times, and location:

Planning and Zoning Commission, Thursday, January 21, 2021 at 6 PM
 Board of Aldermen Meeting, Monday, February 1, 2020 at 6 PM
 City Hall, 300 E. Pearl St., Harrisonville, MO 64701

Due to the threat of coronavirus infection, the meeting locations may be changed to the Harrisonville Community Center, 2400 Jefferson Parkway, Harrisonville, MO 64701, or the meetings may be

conducted as online video-conference-style meetings. If one or both meetings are moved to the Community Center or held online, notice will be provided on the City's website ([\(<https://www.ci.harrisonville.mo.us/>](https://www.ci.harrisonville.mo.us/)) under the "Agendas & Minutes" button in the center of the main page. This page can also be accessed by choosing the "Government" tab at the top of the main page and then selecting "Agendas/Minutes". The City invites all individuals to attend the meeting in the manner described above and make oral comments on the application.

Contact Roger Kroh, City Planner, at rkroh@harrisonville.com [<mailto:rkroh@harrisonville.com>](mailto:rkroh@harrisonville.com) or (816) 380-8922, if you wish to review the application or submit commentaries prior to the meetings, and if you have difficulty accessing the online meeting agenda packets.

Cyndora Gauthreaux

Secretary to the Planning and Zoning Commission

I. Action Item (ID # 3786)

PUBLIC HEARING ON NEW REGULATIONS FOR MINI-WAREHOUSE FACILITIES



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: January 28, 2021
SUBJECT: ORDINANCE REGARDING MINI-STORAGE FACILITIES

Type of Item: *Approval*

STAFF REPORT

Case No.: CA 21-001
 2021

BOA Meeting: February 1,

GENERAL INFORMATION

Applicant: Roger Kroh, Community Development Planner

Proposed Action: New regulations for mini-warehouse facilities.

PROPOSED ACTION

Mini-warehouse facilities currently are a permitted use in the C-2 Services Business District. The proposed regulations would make mini-warehouse facilities a special use in both the C-2 District and the M-1 Light Industrial District.

In the C-2 District, we see mini-warehouse facilities as an appropriate use in second-tier locations such as on vacant land behind commercial buildings. Thus, the regulation proposes that mini-storage warehouses in the C-2 District on the following streets must be set back at least 250 feet -- Commercial Street, State Route 291, Rock Haven, Cantrell, Mechanic Street, S. Clearwater Dr. and West Outer Road by Sapp Bros., Inc.

PREVIOUS ACTIONS

On November 23, 2020, out of concern about the potential proliferation of mini-warehouse facilities - especially those at entryways to the City - the Board of Aldermen approved a temporary moratorium on mini-warehouse facilities until February 28, 2020 to give staff adequate time to study the issue and recommend changes to the Planning and Zoning Commission and Board of Aldermen. The BOA made the following findings in support of the moratorium.

- A. The City currently has a large concentration of mini-warehouse facilities within its borders and has recently seen an increase in inquiries to locate even more mini-warehouse facilities in the City.
- B. The City of Harrisonville is a small city with a focus on retail sales tax and industrial

employer uses. The proliferation of mini-warehouse facilities in the City has the potential to adversely affect the City's economy as well as its aesthetic environment by oversaturating the City with mini-storage warehouses rather than with sales tax generators and employers.

- C. The potentially large number of mini-warehouse facilities in the City will contribute to an overall negative image.
- D. Adoption of a moratorium on mini-warehouse facilities will provide the City with an opportunity to review and revise its zoning ordinance in order to adequately address the siting of mini-warehouse facilities in the City.

The moratorium said that no new applications for planning and zoning approvals or development plan and building permit approvals shall be processed or approved during the term of the moratorium for new mini-warehouse facilities in the City, including the conversion of any existing buildings to mini-warehouse facilities, unless the project has already had a pre-application conference for a site plan approval or been documented in the board or aldermen minutes as being rezoned and platted specifically for a mini-warehouse facility. Likewise, the proposed regulations would not apply to mini-warehouse projects exempted from the moratorium.

STAFF COMMENTS

Staff believes that mini-warehouses are an appropriate use on second-tier lots in the C-2 Zoning District and in the M-1 Light Industrial District providing they do not eliminate prime industrial sites that should be saved for larger industrial uses that bring jobs and capital investment into the community. In order to accomplish this, staff proposes the following criteria:

- a. Mini-warehouse facilities are only permitted with an approved special use permit in the C-2 and M-1 zoning districts. Mini-warehouse facilities shall not exceed two (2) acres in size.
- b. In the C-2 zoning district, the doors of mini-warehouse facilities must be screened on all sides by a wall, fence or landscaped earthen berm that shields the development from view.
- c. In the M-1 zoning district, the doors of mini-warehouse facilities must be screened so as not to be visible from the public right-of-way by a wall, fence or landscaped earthen berm.
- d. Any wall or fence visible from the public right-of-way or a residentially zoned district shall be comprised of at least 50 percent brick, stone, or other comparable masonry materials. Metal utilized in a wall or fence shall be limited to architectural metal panels approved by the city. White vinyl material may be used in fencing. Fences or walls may run between buildings.
- e. Any wall abutting public right-of-way and over 75 feet in length shall include a combination of at least two of the following features: facade setbacks, change of building materials, varied roof line, a water table, or pilasters.
- f. Colors of roofs, walls, and fences visible from the public right-of-way must be of muted shades.

- g. In the C-2 zoning district,
 - (1) roof pitch of buildings shall not exceed 1:3.
 - (2) Mini-warehouse facilities in the C-2 zoning district shall be located no closer than two-hundred fifty (250) feet to Commercial Street, SR 291, Rock Haven, Cantrell, Mechanic Street, S. Clearwater Dr. and West Outer Road by Sapp Bros., Inc.
- h. Tracts split for a mini-warehouse facility from a larger tract shall not prevent future development of the larger tract.
- i. Incidental uses may include the repair and maintenance of stored materials by the tenant; but in no case may storage spaces function as an independent retail, wholesale, business, or service use. Spaces may not be used for workshops, hobby shops, manufacturing, or similar uses. Human occupancy is limited to that required to transport, arrange, and maintain stored materials.
- j. The facility may contain one residential unit for an employee residence.

RECOMMENDATION

Based on input from the P&Z Commission the following provisions were added to the original language originally provided by staff.

- Special use permit applications for mini-warehouse facilities shall include a site plan and elevations prepared by an architect or engineer certified in the State of Missouri.
- White vinyl material be permitted as a screening material.

The P&Z Commission unanimously recommends that the BOA approve the proposed new regulations.

STAFF CONTACT: Roger Kroh, Community Development Planner

J. Action Item (ID # 3787)

AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING
CHAPTER 405, ZONING REGULATIONS, REGARDING MINI-STORAGE FACILITIES

Attachments:

1-21-21 Planning & Zoning Commission minutes (PDF)

Ordinance (DOCX)

[Download Document](#)

**MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
VIA ZOOM
JANUARY 21, 2021
6:00 PM**

1. Call to Order

The meeting was called to order at 6:00 PM by Chair Chris Chiodini

Attendee Name	Organization	Title	Status	Arrived
Chris Chiodini	Harrisonville	Chair	Present	
Scott Milner	Harrisonville		Present	
Judy Bowman	Harrisonville	Mayor	Present	
Judy Reece	Harrisonville	Board Liaison	Present	
Virgil Butler	Harrisonville		Present	
Dorothy Young	Harrisonville	Vice Chair	Present	
Cheryl Bush	Harrisonville		Excused	
Barrett Welton	Harrisonville		Present	
Wilbert Crawford	Harrisonville		Present	
Brian Pulliam	Harrisonville		Present	

Also in attendance: Bernadette Goodwin, General Manager for Sapp Bros.; Corey Deiter, Vice President of Operations for Sapp Bros.; Daniel Stewart, Surveyor; Roger Kroh, Community Development Planner; and Jamie Martin, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Nov 19, 2020 6:00 PM

With no additions or corrections, the minutes from the November 19, 2020 meeting were unanimously accepted.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Virgil Butler
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

3. Agenda Items

A. SELECTION OF 2021 CHAIR, VICE CHAIR AND SECRETARY

Wilbert Crawford nominated Chris Chiodini for Chairman. Mayor Bowman seconded.

Virgil Butler nominated Dorothy Young. There was not a second.

Wilbert Crawford made a motion to close nominations. The vote for Chris Chiodini to remain the Chairman for 2021 was unanimous.

Chris Chiodini nominated Dorothy Young for Vice Chairman. Virgil Butler seconded.

With no other nominations Chris Chiodini moved to close nominations. The vote for Dorothy Young to remain Vice-Chairman for 2021 was unanimous.

There was an acclimation vote for Jamie Martin as Recording Secretary.

B. PUBLIC HEARING - SAPP BROS REZONING SWC I-49 & 275TH

Chairman Chiodini opened the public hearing at 6:08 PM. There were no comments from the public. The public hearing was closed at 6:12 PM.

RESULT:

PRESENTED

C. SAPP BROS REZONING TO C-2, SWC I-49 & 275TH

Roger Kroh presented his Staff Report for the rezoning of newly annexed property to C-2- General Commercial. November 2, 2020, the City approved an application from Sapp Bros., Inc for three (3) tracts of land to be annexed into the City. While in unincorporated Cass County the tracts with the Sapp Brothers Service Center and the land they own that is occupied by Pyro City Fireworks had a C-Commercial zoning. The western tract with the Sapp Bros. truck service facility was zoned I - Industrial. The three tracts are 21501 E. 275th Street, 27603 S. West Outer Road, and 27604 S. West Outer Road. Staff recommends that the Sapp Bros. property be zoned C-2 General Commercial. This is the same zoning where the Love's Service Center is located at I-49 and South Commercial.

Chris Chiodini asked if this location is currently connected to City Sewer? Corey Dieter, Vice President of Operations, stated that it is currently not. Roger Kroh stated that Public Works has a design currently underway to provide sewer service to that area. Mr. Dieter stated that was the primary reason to request annexation.

Dorothy Young asked if other utilities were serviced by the City. Mr. Dieter stated that he was unsure.

Dorothy Young asked if there were any questions from neighbors about the zoning change. Mr. Kroh stated that there were none.

Wilbert Crawford made a motion to recommend approval to the Board of Alderman as described in the Staff Report. Barrett Welton seconded. The motion passed unanimously.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Wilbert Crawford

SECONDER:

Barrett Welton

AYES:

Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam

EXCUSED:

Cheryl Bush

D. REPLAT OF HARRISONVILLE COKES SUBDIVISION

Roger Kroh said that the three plats on the agenda re-platting a 6.75 acre tract recently sold by the Coke Family Trust comes from six homeowners with back yards that surround the property. The Coke property is located west of Bird Avenue, south of Stella Street and north of Lauren Avenue. The property has no development potential. It is in the flood plain and has no access to a public street.

Each of the three plats have two lots and show a portion of the Coke property being attached to the back yards of each lot. Staff is supportive of the homeowners acquiring the Coke property as they can maintain and manage it better than can absentee property owners. The six lots with street frontage will not be able to be sold separate from the pieces of the Coke tract.

Dorothy Young made a motion to approve the Final Plat of Coke's Subdivision Resurvey, Lots 8 and 9, subject to the applicant making any changes required by the City. Virgil Butler seconded the motion. Unanimous approval

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Virgil Butler
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

E. REPLAT OF HARRISONVILLE BECKERDITE NO. 4 SUBDIVISION

Wilbert Crawford made a motion to approve the Final Plat of Beckerdite's Addition No. 4 Resurvey #2, Lots No. 4 and 11, subject to the applicant making any changes required by the City. Dorothy seconded the motion. Unanimous approval.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Wilbert Crawford
SECONDER:	Dorothy Young, Vice Chair
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

F. REPLAT OF TWIN OAKS EAST SUBDIVISION

Dorothy Young made a motion to approve the Final Plat of Twin Oaks Estate Resurvey, Lots 1 and 2, subject to the applicant making any changes required by the City. Mayor Bowman seconded the motion. Unanimous approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Judy Bowman, Mayor
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

G. PUBLIC HEARING - ZONING ORDINANCE AMENDMENTS REGARDING MINI-WAREHOUSES

Chairman Chiodini opened the public hearing at 6:38 PM. There were no comments from the public. The public hearing was closed at 6:39 PM.

H. ZONING ORDINANCE AMENDMENT REGARDING MINI-WAREHOUSES

Roger Kroh said that mini-warehouse facilities are permitted by right in the C-2 zoning district. Recently, staff has received several inquiries from individuals wanting to construct mini-storage facilities at prime commercial locations in the city better suited for businesses that create jobs and generate sales tax. At the recommendation of staff, the Board of Aldermen (BOA) approved a moratorium that halted consideration of new applications for mini-warehouse facilities. But the moratorium did exempt mini-warehouse projects that had already had a pre-application review or received zoning and platting approvals.

Staff explained that the new regulations are designed to allow mini-warehouse projects in locations that are not well-suited for commercial and industrial projects that create jobs, capital investment and sales tax revenue. Mini-warehouse facilities will be permitted in the C-2 and M-1 zoning districts, but only with special use permits. Mini-warehouse projects would be limited to 2 acres and appropriately screened so as not to negatively impact the property value or development opportunities of abutting properties. In the M-1 zoning district, they cannot be located on a large tract of land so as to preclude future development.

Dorothy Young asked if the white vinyl fencing material for screening in some existing mini-warehouse facilities would be allowed for screening purposes. Roger Kroh said it could be if that is the commission's wishes.

Wilbert Crawford asked if plans submitted for a special use permit will include design of the buildings and walls or other buffers. Roger said it will.

Chairman Chiodini asked if staff considered establishing specific heights for walls and buffers. Roger Kroh said that he did not specify the height of walls, fences, and berms because the heights needed to adequately screen a facility will depend on the elevations of the facility and the nearby public right of way.

Dorothy Young made a motion to recommend that the Board of Aldermen approve the code amendments related to mini-warehouse facilities including changes identified by staff and by allowing the use of white vinyl fencing material for screening purposes. Wilbert Crawford seconded. Unanimous approval.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Wilbert Crawford
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

4. Adjourn

Roger Kroh said that the Board of Aldermen approved funds in the 2021 city budget for conducting a citywide customer satisfaction survey and major update of the comprehensive plan. The last major update of the comprehensive plan was done in 2002 and the last citywide customer satisfaction survey was done in 2014. Roger said that more than 20 planning consulting firms had participated in a recent pre-proposal conference and he is hopeful that the city will receive a number of good proposals. The project will take approximately one year.

With nothing further to come before the Commission, Mayor Bowman made a motion to adjourn. Wilbert Crawford seconded. The meeting was adjourned at 6:53 PM.

Chris Chiodini,
Chairperson of the Planning & Zoning Commission

Respectfully Submitted,

Jamie Martin, Secretary

Powered by **Granicus**

Attachment: 1-21-21 Planning & Zoning Commission minutes (ORDINANCE REGARDING MINI-STORAGE FACILITIES)

Council Bill No.**Ordinance No.****AN ORDINANCE OF THE CITY OF HARRISONVILLE, MISSOURI AMENDING CHAPTER 405, ZONING REGULATIONS, REGARDING MINI-STORAGE FACILITIES**

WHEREAS, the Board of Aldermen is elected to promote the community's health, safety, welfare and morals, which duty includes proper planning and zoning ordinances designed to provide for a coordinated development of the City and the reduction of conflicting use to promote the general welfare; and

WHEREAS, the City is concerned that mini-warehouse facilities in the City depreciates the potential tax base, presents a negative image to existing and prospective business, and damages the vitality and synergistic opportunities of the commercial sector, thereby harming the overall development potential in the community; and

WHEREAS, on November 2, 2021, the Board of Aldermen enacted a temporary moratorium related to mini-warehouse facilities in order to enact appropriate planning and zoning regulations; and

WHEREAS, the professional staff of the city, after considerable study of the regulations in Harrisonville and nearby cities, has developed planning and zoning regulations that it believes to be better and more appropriate for mini-warehouse facilities; and

WHEREAS, after publication of legal notice in the official newspaper of the City, the Planning and Zoning Commission on February 21, 2021 conducted a public hearing and thereafter recommended changes to the Zoning Ordinance of the City regarding mini-warehouse facilities; and

WHEREAS, after publication of legal notice in the official newspaper of the City, the Board of Aldermen conducted a public hearing, considered the recommendation of the Planning and Zoning Commission, and now wish to adopt changes to the Zoning Ordinance of the City regarding mini-warehouse facilities.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HARRISONVILLE, MISSOURI, AS FOLLOWS:

Section 1. Section 405.030 Definitions and Rules of Construction shall be amended by the addition of the following definition:

Mini-warehouse facility

A structure or group of structures containing separate storage areas of varying sizes leased or rented on an individual basis for small article storage.

Section 2. Section 405.315 (A) (3) shall be amended by deleting “small article storage for general public use commonly called mini-warehouses” as a permitted use in the C-2 Services Business District and shall read as follows:

- (3.) Service such as assembly and meeting halls, automobile repair and washing, farm machinery repair, pop bottling, miniature golf and commercial recreation parks, drive-in theaters, general repair and fix-it shops, frozen foods, including lockers, swimming pools, trade schools, , pet grooming (with all animals kept indoors), janitorial services, exterminating and disinfecting services.

Section 3. Section 405.525 Special Use Permits shall be amended by adding subsection (C) (31) Mini-warehouse Facilities which shall read as follows:

(31) Mini-warehouse facilities provided that:

- a. Mini-warehouse facilities are only permitted with an approved special use permit in the C-2 and M-1 zoning districts. Mini-warehouse facilities shall not exceed two (2) acres in size.
- b. In the C-2 zoning district, the doors of mini-warehouse facilities must be screened on all sides by a wall, fence or landscaped earthen berm that shields the development from view.
- c. In the M-1 zoning district, the doors of mini-warehouse facilities must be screened so as not to be visible from the public right-of-way by a wall, fence or landscaped earthen berm.
- d. Any wall or fence visible from the public right-of-way or a residentially zoned district shall be comprised of at least 50 percent brick, stone, or other comparable masonry materials. Metal utilized in a wall or fence shall be limited to architectural metal panels approved by the city. White vinyl material may be used in fencing. Fences or walls may run between buildings.
- e. Any wall abutting public right-of-way and over 75 feet in length shall include a combination of at least two of the following features: facade setbacks, change of building materials, varied roof line, a water table, or pilasters.
- f. Colors of roofs, walls, and fences visible from the public right-of-way must be of muted shades.
- g. In the C-2 zoning district,
 - (1) roof pitch of buildings shall not exceed 1:3.

(2) Mini-warehouse facilities in the C-2 zoning district shall be located no closer than two-hundred fifty (250) feet to Commercial Street, SR 291, Rock Haven, Cantrell, Mechanic Street, S. Clearwater Dr. and West Outer Road by Sapp Bros., Inc.

- h. Tracts split for a mini-warehouse facility from larger tract shall not prevent future development of the larger tract.
- i. Incidental uses may include the repair and maintenance of stored materials by the tenant; but in no case may storage spaces function as an independent retail, wholesale, business, or service use. Spaces may not be used for workshops, hobby shops, manufacturing, or similar uses. Human occupancy is limited to that required to transport, arrange, and maintain stored materials.
- j. The facility may contain one residential unit for an employee residence.

Section 4. Applicability. These regulations contained in this ordinance apply to all mini-warehouse facilities located within the corporate limits of the City of Harrisonville except those mini-warehouse projects which have already had a pre-application conference for a site plan approval or been rezoned and platted specifically for a mini-warehouse facility prior to the effective date of approval of this Ordinance.

Section 5. Governing Law. This ordinance shall be governed exclusively by and constructed in accordance with the applicable laws of the State of Missouri, Cass County, and the City of Harrisonville.

Section 6. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

AYES:

NAYS:

ABSENT:

ABSTAIN:

Read for the first time by title only on the 1st day of February 2021 and was read for a second time by title only on the 1st day of February 2021 and passed by the Board of Aldermen this 1st Day of February 2021.

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021

ATTEST:

Attachment: Ordinance (ORDINANCE REGARDING MINI-STORAGE FACILITIES)



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: January 28, 2021
SUBJECT: Final Plat of Twin Oaks Estates Resurvey, Lots 1 and 2

Type of Item: *Approval*

GENERAL INFORMATION

Applicant/ Property Owners: Plat 3

Final Plat of Twin Oaks Estates Resurvey, Lots 1 and 2

Property Owners

John Rider, 800 Bird Avenue

Don Christman, Christman Family Trust, 802 Bird Avenue

Surveyors: William C. Lethcho and Daniel Stewart

Requested Actions: Approval of three (3) re-plats which divide one 6.75 acre tract into six parts and attach each to six existing lots which surround the 6.75 acres.

Date of Application: January 15, 2021

Location: 6.75 acres surrounded by homes on Bird Avenue, Stella Street and Lauren Lane

Zoning: R-1 Single Family Residential

SEE STAFF REPORT FOR COKES SUBDIVISION RESURVEY

STAFF RECOMMENDATION

Unanimously recommended for approval by the P&Z Commission subject to any changes required by the City staff.

STAFF CONTACT: Roger Kroh

K. Action Item (ID # 3784)

AN ORDINANCE TO APPROVE THE FINAL PLAT OF TWIN OAKS ESTATES RESURVEY, LOTS 1 AND 2, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

Attachments:

Ordinance (DOC)

Plat (DOCX)

Council Bill No.**Ordinance No.**

**AN ORDINANCE TO APPROVE THE FINAL PLAT OF TWIN OAKS ESTATES
RESURVEY, LOTS 1 AND 2, IN THE CITY OF HARRISONVILLE, CASS COUNTY,
MISSOURI**

WHEREAS, the City of Harrisonville, Missouri (the "City") has received an application to approve the Final plat of Twin Oaks Estates Resurvey, Lots 1 and 2, in the city of Harrisonville, Cass County, Missouri; and

WHEREAS, the final plat was considered by the Planning and Zoning Commission on February 21, 2021, which unanimously recommended that it be approved by the Board of Aldermen; and

WHEREAS, the City will retain easements and street right-of-way rights; and

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Chapter 410 of the Code of Ordinance of the City of Harrisonville, Missouri, the Board of Aldermen, after careful and due deliberation find that approval of the final plat is in the best interest of the City of Harrisonville and its residents.

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

Section 1. That the Board of Aldermen of Harrisonville, Missouri, hereby approves the Final plat of Twin Oaks Estate Resurvey, Lots 1 and 2, in the city of Harrisonville, Cass County, Missouri.

Section 2: The plat comprises the following described real estate in the City of Harrisonville, Cass County, Missouri, to-wit:

Legal Description

See Exhibit I

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2021
AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 1ST DAY OF
FEBRUARY 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 1ST DAY OF
FEBRUARY 2021.

AYES:

NAYS:

AWAY:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021

Attachment I: Legal Description

Attachment II: Final plat of Twin Oaks Estates Resurvey, Lots 1 and 2, in the city of
Harrisonville, Cass County, Missouri

Attachment: Ordinance (Final Plat of Twin Oaks Estates Resurvey, Lots 1 and 2)

EXHIBIT I**LEGAL DESCRIPTION****Final plat of Twin Oaks Estates Resurvey, Lots 1 and 2, in the city of Harrisonville, Cass County, Missouri**

LOT 1: ALL OF LOT 1 IN "TWIN OAKS ESTATES", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN "TWIN OAKS ESTATES"; THENCE NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 292.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 121.82 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 292.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.40 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

LOT 2: ALL OF LOT 2 IN "TWIN OAKS ESTATES", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN "TWIN OAKS ESTATES"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 292.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 180.83 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES 14 SECONDS EAST A DISTANCE OF 164.27 FEET; THENCE NORTH 76 DEGREES 51 MINUTES 10 SECONDS EAST A DISTANCE OF 132.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 169.42 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

Attachment: Ordinance (Final Plat of Twin Oaks Estates Resurvey, Lots 1 and 2)

EXHIBIT II

**Final plat of Twin Oaks Estates Resurvey, Lots 1 and 2, in the city of Harrisonville, Cass
County, Missouri**

Attachment: Ordinance (Final Plat of Twin Oaks Estates Resurvey, Lots 1 and 2)

FINAL PLAT OF "TWIN OAKS ESTATES RESURVEY"

LOTS 1 AND 2

BEING A REPLAT OF "TWIN OAKS ESTATES"

LOT 1 AND 2

A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

NORTH

1"=100'



DESCRIPTION:

LOT 1: ALL OF LOT 1 IN "TWIN OAKS ESTATES", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 IN "TWIN OAKS ESTATES"; THENCE NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 292.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 121.82 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 292.50 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 120.40 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

LOT 2: ALL OF LOT 2 IN "TWIN OAKS ESTATES", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 2 IN "TWIN OAKS ESTATES"; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 292.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 180.83 FEET; THENCE SOUTH 82 DEGREES 55 MINUTES 14 SECONDS EAST A DISTANCE OF 164.27 FEET; THENCE NORTH 76 DEGREES 51 MINUTES 10 SECONDS EAST A DISTANCE OF 132.97 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 169.42 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

STATE OF MISSOURI)

COUNTY OF CASS)

OWNER'S CERTIFICATE:

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT. IN TESTIMONY WHEREOF THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET THEIR HANDS THIS _____ DAY OF _____, 2021.

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____ TO ME, PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGE THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

APPROVED:

THIS PLAT OF "TWIN OAKS ESTATES RESURVEY" HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021.

SIGNED: _____ (CHAIRMAN)

THIS PLAT OF "TWIN OAKS ESTATES RESURVEY" INCLUDING EASEMENTS AND RIGHT-OF-WAYS ACCEPTED BY THE BOARD OF ALDERMAN HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE BOARD OF ALDERMAN BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF HARRISONVILLE, MISSOURI, ON THE _____ DAY OF _____, 2021.

SIGNED: _____ (MAYOR)

ATTEST:

(CITY CLERK)_____
(CITY ENGINEER)_____
(COMMUNITY DEVELOPMENT PLANNER)

I CERTIFY THE INFORMATION SHOWN ON THIS PLAT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WILLIAM C. LETHCHO LS-1539

BATES COUNTY SURVEYOR

103 W. DAKOTA

BUTLER, MO 64730 660-679-4031

OOC SRB PAGE 1900

NOTE: BEARINGS SHOWN ARE BASED UPON THE RECORDED FINAL PLATS "BECKERDITE'S ADDITION NO. 4", "BECKERDITE'S ADDITION NO. 4 RESURVEY", "TWIN OAKS ESTATES" AND "COKE'S SUBDIVISION" SUBDIVISIONS OF LAND IN SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

Attachment: Plat (Final Plat of Twin Oaks Estates Resurvey, Lots 1 and 2)



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: January 28, 2021
SUBJECT: Final Plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11

Type of Item: *Approval*

GENERAL INFORMATION

Applicant/ Property Owners: Plat 2

Final Plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11

Property Owners

Markus L and Stacy Reed, 802 S. Stella Street

John A. and Loretta M Rocky, 803 S. Stella Street

Surveyors: **William C. Lethcho and Daniel Stewart**

Requested Actions: **Approval of three (3) re-plats which divide one 6.75 acre tract into six parts and attach each to six existing lots which surround the 6.75 acres.**

Date of Application: **January 15, 2021**

Location: **6.75 acres surrounded by homes on Bird Avenue, Stella Street and Lauren Lane**

Zoning: **R-1 Single Family Residential**

SEE STAFF REPORT FOR COKES SUBDIVISION RESURVEY

STAFF RECOMMENDATION

Unanimously recommended for approval by the P&Z Commission subject to any changes required by the City staff.

STAFF CONTACT: Roger Kroh

L. Action Item (ID # 3783)

AN ORDINANCE TO APPROVE THE FINAL PLAT OF BECKERDITE'S ADDITION NO. 4, RESURVEY #2, LOTS 4 AND 11, IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

Attachments:

Ordinance (DOC)

Plat (DOCX)

Council Bill No.**Ordinance No.**

**AN ORDINANCE TO APPROVE THE FINAL PLAT OF BECKERDITE'S ADDITION
NO. 4, RESURVEY #2, LOTS 4 AND 11, IN THE CITY OF HARRISONVILLE, CASS
COUNTY, MISSOURI**

WHEREAS, the City of Harrisonville, Missouri (the "City") has received an application to approve the Final plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11, in the city of Harrisonville, Cass County, Missouri.; and

WHEREAS, the final plat was considered by the Planning and Zoning Commission on February 21, 2021, which unanimously recommended that it be approved by the Board of Aldermen; and

WHEREAS, the City will retain easements and street right-of-way rights; and

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Chapter 410 of the Code of Ordinance of the City of Harrisonville, Missouri, the Board of Aldermen, after careful and due deliberation find that approval of the final plat is in the best interest of the City of Harrisonville and its residents.

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

Section 1. That the Board of Aldermen of Harrisonville, Missouri, hereby approves the Final plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11, in the city of Harrisonville, Cass County, Missouri.

Section 2: The plat comprises the following described real estate in the City of Harrisonville, Cass County, Missouri, to-wit:

Legal Description

See Exhibit I

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 1ST DAY OF FEBRUARY 2021.

AYES:

NAYS:

AWAY:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021

Attachment I: Legal Description

Attachment II: Final plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11, in the city of Harrisonville, Cass County, Missouri

Attachment: Ordinance (Final Plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11)

EXHIBIT I**LEGAL DESCRIPTION****Final plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11, in the city of Harrisonville, Cass County, Missouri**

LOT 11: ALL OF LOT 11 IN "BECKERDITE'S ADDITION NO.4", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3 FOR THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 04 MINUTES 18 SECONDS WEST A DISTANCE OF 303.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 254.37 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 301.78 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

LOT 4: ALL OF LOT 4 IN "BECKERDITE'S ADDITION NO.4 RESURVEY", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST A DISTANCE OF 113.05 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 301.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 113.05 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 301.78 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

EXHIBIT II

**Final plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11, in the city of
Harrisonville, Cass County, Missouri**

Attachment: Ordinance (Final Plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11)

FINAL PLAT OF "BECKERDITE'S ADDITION NO. 4 RESURVEY #2"

LOTS 4 AND 11

BEING A REPLAT OF "BECKERDITE'S ADDITION NO. 4 RESURVEY" LOT 4

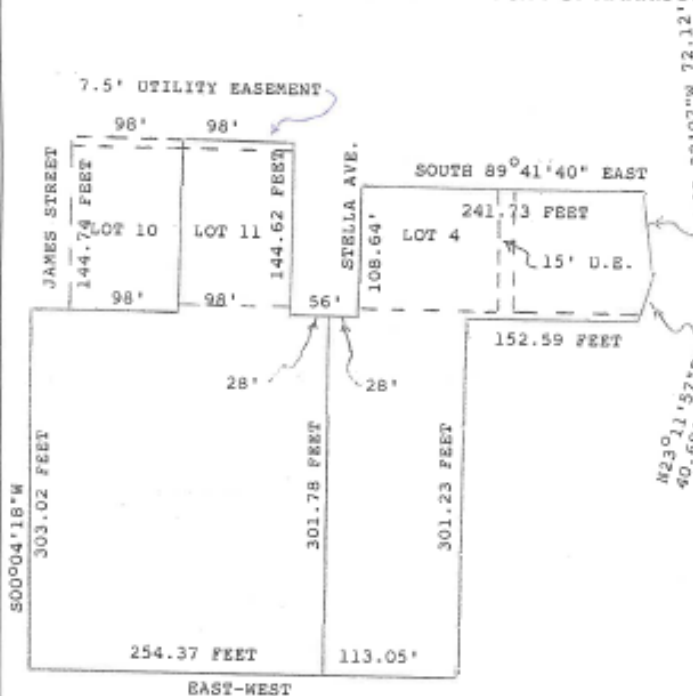
AND "BECKERDITE'S ADDITION NO. 4." LOT 11

A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

NORTH



1"=100'



DESCRIPTION:

LOT 11: ALL OF LOT 11 IN "BECKERDITE'S ADDITION NO. 4", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3 FOR THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE SOUTH 00 DEGREES 04 MINUTES 18 SECONDS WEST A DISTANCE OF 303.02 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 254.37 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 301.78 FEET; THENCE NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

LOT 4: ALL OF LOT 4 IN "BECKERDITE'S ADDITION NO. 4 RESURVEY", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST A DISTANCE OF 254.00 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; THENCE CONTINUING SOUTH 89 DEGREES 43 MINUTES 20 SECONDS EAST A DISTANCE OF 113.05 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 301.23 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 113.05 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 301.78 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

OWNER'S CERTIFICATE:

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED, DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT. IN TESTIMONY WHEREOF THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET

THEIR HANDS THIS _____ DAY OF _____, 2021.

STATE OF MISSOURI)

COUNTY OF CASS)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME, PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGE THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

I CERTIFY THE INFORMATION SHOWN ON THIS PLAT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WILLIAM C. LETHCO LS-1539

BATES COUNTY SURVEYOR

103 W. DAKOTA

BUTLER, MO 64730

660-679-4031

NOTE: BEARINGS SHOWN ARE BASED UPON THE RECORDED FINAL PLAT'S "BECKERDITE'S ADDITION NO. 4", "BECKERDITE'S ADDITION NO. 4 RESURVEY", "TWIN OAKS ESTATES" AND "COKE'S SUBDIVISION" SUBDIVISIONS OF LAND IN SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

APPROVED:

THIS PLAT OF "BECKERDITE'S ADDITION NO. 4 RESURVEY #2" HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021

SIGNED: _____ (CHAIRMAN)

THIS PLAT OF "BECKERDITE'S ADDITION NO. 4 RESURVEY #2" INCLUDING EASEMENTS AND RIGHT-OF-WAYS ACCEPTED BY THE BOARD OF ALDERMAN HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE BOARD OF ALDERMAN BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF HARRISONVILLE, MISSOURI, ON THE _____ DAY OF _____, 2021.

SIGNED: _____ (MAYOR)

ATTEST:

(CITY CLERK)_____
(CITY ENGINEER)_____
(COMMUNITY DEVELOPMENT PLANNER)

OOC SRB PAGE 1899

Attachment: Plat (Final Plat of Beckerdite's Addition No. 4, Resurvey #2, Lots 4 and 11)



STAFF REPORT

TO: Board of Aldermen
FROM: Roger Kroh, Planner
DATE: January 28, 2021
SUBJECT: Final Plat of Coke's Subdivision Resurvey, Lots 8 and 9

Type of Item: *Approval*

GENERAL INFORMATION

NOTE: This staff report is for the following three (3) final plats on the BOA Agenda. All were unanimously recommended for approval by the P&Z Commission.

Applicant/ Property Owners: **Plat 1**

Final Plat of Cokes Subdivision Resurvey, Lots 8 and 9

Property Owners

**Michael B and Laura E Cecil, etal., 1000 Lauren Lane
George W. and Elizabeth Morse, 1001 Lauren Lane**

Plat 2

**Final Plat of Beckerdite's Addition No. 4, Resurvey #2,
Lots 4 and 11**

Property Owners

Markus L and Stacy Reed, 802 S. Stella Street

John A. and Loretta M Rocky, 803 S. Stella Street

Plat 3

Final Plat of Twin Oaks Estates Resurvey, Lots 1 and 2

Property Owners

John Rider, 800 Bird Avenue

Don Christman, Christman Family Trust, 802 Bird Avenue

Surveyors: William C. Lethcho and Daniel Stewart

Requested Actions: Approval of three (3) re-plats which divide one 6.75 acre tract into six parts and attach each to six existing lots which surround the 6.75 acres.

Date of Application: January 15, 2021

Location: 6.75 acres surrounded by homes on Bird Avenue, Stella Street and Lauren Lane

Zoning: R-1 Single Family Residential

PROPOSAL

Six homeowners surrounding a 6.75 acre tract in the flood plain are contracting to purchase the property is located behind homes on Bird Avenue, Stella Street, and Lauren Lane. The 6.75 acres was owned by the Coke Family Trust and was actioned in the fall. The six surrounding property owners are dividing and attaching approximately one-sixth of the Coke property to their own property so they can manage and maintain the property more closely than can an absentee property owner. Staff is supportive of their effort. As the six property owners are in three separate subdivisions, it is necessary to approve three separate final plats.





Below is a color coded map that shows conceptually how the Coke property is to be divided. The plats will show the exact configuration.



STAFF RECOMMENDATION

Unanimously recommended for approval by the P&Z Commission subject to any changes required by the City staff.

STAFF CONTACT: Roger Kroh

M. Action Item (ID # 3782)

AN ORDINANCE TO APPROVE THE FINAL PLAT OF COKE'S SUBDIVISION RESURVEY LOTS 8 AND 9 IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

Attachments:

Plat (DOCX)

1-21-21 Planning & Zoning Commission minutes (PDF)

Ordinance (DOC)

FINAL PLAT OF "COKE'S SUBDIVISION RESURVEY"

LOTS 8 AND 9

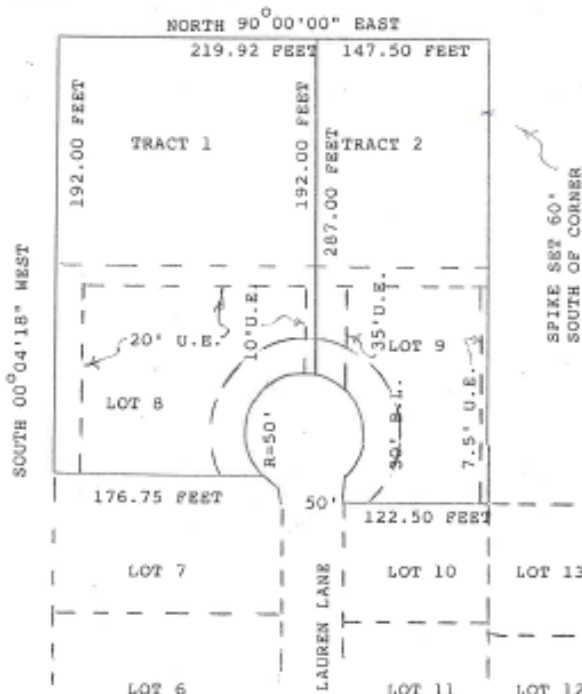
BEING A REPLAT OF "COKE'S SUBDIVISION"

LOT 8 AND 9

A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI

NORTH

1"=100'



DESCRIPTION:

LOT 8: ALL OF LOT 8 IN "COKE'S SUBDIVISION", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 8 IN "COKE'S SUBDIVISION"; THENCE NORTH 00 DEGREES 04 MINUTES 18 SECONDS EAST A DISTANCE OF 192.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 219.92 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 192.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 220.16 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

LOT 9: ALL OF LOT 9 IN "COKE'S SUBDIVISION", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 9 IN "COKE'S SUBDIVISION"; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 192.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 147.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 192.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 147.50 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

OWNER'S CERTIFICATE:

AS OWNER I HEREBY CERTIFY THAT I HAVE CAUSED THE LAND

DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED,

DEDICATED AND ACCESS RIGHTS RESERVED AS REPRESENTED ON THIS PLAT.

IN TESTIMONY WHEREOF THE UNDERSIGNED PROPRIETORS HAVE HEREUNTO SET

THEIR HANDS THIS _____ DAY OF _____, 2021.

STATE OF MISSOURI)

COUNTY OF CASS)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 2021, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, TO ME, PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT OF WRITING AND DULY ACKNOWLEDGE THE EXECUTION OF SAME. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

I CERTIFY THE INFORMATION SHOWN ON THIS PLAT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WILLIAM C. LETHCHO LS-1539

BATES COUNTY SURVEYOR

103 W. DAKOTA

BUTLER, MO 64730

660-679-4031

NOTE: BEARINGS SHOWN ARE BASED UPON THE RECORDED FINAL PLAT'S "BECKERDITE'S ADDITION NO. 4", "BECKERDITE'S ADDITION NO. 4 RESURVEY", "TWIN OAKS ESTATES" AND "COKE'S SUBDIVISION" SUBDIVISIONS OF LAND IN SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI.

DOC SRB PAGE 1901

APPROVED:

THIS PLAT OF "COKE'S SUBDIVISION RESURVEY" HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021.

SIGNED: _____ (CHAIRMAN)

THIS PLAT OF "COKE'S SUBDIVISION RESURVEY" INCLUDING EASEMENTS AND RIGHT-OF-WAYS ACCEPTED BY THE BOARD OF ALDERMAN HAS BEEN SUBMITTED TO AND APPROVED BY THE HARRISONVILLE BOARD OF ALDERMAN BY ORDINANCE NO. _____, DULY PASSED AND APPROVED BY THE MAYOR OF HARRISONVILLE, MISSOURI, ON THE _____ DAY OF _____, 2021.

SIGNED: _____ (MAYOR)

ATTEST:

_____ (CITY CLERK)

_____ (CITY ENGINEER)

_____ (COMMUNITY DEVELOPMENT PLANNER)

[Download Document](#)

**MINUTES
CITY OF HARRISONVILLE
PLANNING & ZONING COMMISSION
REGULAR MEETING
VIA ZOOM
JANUARY 21, 2021
6:00 PM**

1. Call to Order

The meeting was called to order at 6:00 PM by Chair Chris Chiodini

Attendee Name	Organization	Title	Status	Arrived
Chris Chiodini	Harrisonville	Chair	Present	
Scott Milner	Harrisonville		Present	
Judy Bowman	Harrisonville	Mayor	Present	
Judy Reece	Harrisonville	Board Liaison	Present	
Virgil Butler	Harrisonville		Present	
Dorothy Young	Harrisonville	Vice Chair	Present	
Cheryl Bush	Harrisonville		Excused	
Barrett Welton	Harrisonville		Present	
Wilbert Crawford	Harrisonville		Present	
Brian Pulliam	Harrisonville		Present	

Also in attendance: Bernadette Goodwin, General Manager for Sapp Bros.; Corey Deiter, Vice President of Operations for Sapp Bros.; Daniel Stewart, Surveyor; Roger Kroh, Community Development Planner; and Jamie Martin, Recording Secretary.

2. Approval of Minutes

A. Planning & Zoning Commission - Regular Meeting - Nov 19, 2020 6:00 PM

With no additions or corrections, the minutes from the November 19, 2020 meeting were unanimously accepted.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Virgil Butler
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

3. Agenda Items

A. SELECTION OF 2021 CHAIR, VICE CHAIR AND SECRETARY

Wilbert Crawford nominated Chris Chiodini for Chairman. Mayor Bowman seconded.

Virgil Butler nominated Dorothy Young. There was not a second.

Wilbert Crawford made a motion to close nominations. The vote for Chris Chiodini to remain the Chairman for 2021 was unanimous.

Chris Chiodini nominated Dorothy Young for Vice Chairman. Virgil Butler seconded.

With no other nominations Chris Chiodini moved to close nominations. The vote for Dorothy Young to remain Vice-Chairman for 2021 was unanimous.

There was an acclimation vote for Jamie Martin as Recording Secretary.

B. PUBLIC HEARING - SAPP BROS REZONING SWC I-49 & 275TH

Chairman Chiodini opened the public hearing at 6:08 PM. There were no comments from the public. The public hearing was closed at 6:12 PM.

RESULT:

PRESENTED

C. SAPP BROS REZONING TO C-2, SWC I-49 & 275TH

Roger Kroh presented his Staff Report for the rezoning of newly annexed property to C-2- General Commercial. November 2, 2020, the City approved an application from Sapp Bros., Inc for three (3) tracts of land to be annexed into the City. While in unincorporated Cass County the tracts with the Sapp Brothers Service Center and the land they own that is occupied by Pyro City Fireworks had a C-Commercial zoning. The western tract with the Sapp Bros. truck service facility was zoned I - Industrial. The three tracts are 21501 E. 275th Street, 27603 S. West Outer Road, and 27604 S. West Outer Road. Staff recommends that the Sapp Bros. property be zoned C-2 General Commercial. This is the same zoning where the Love's Service Center is located at I-49 and South Commercial.

Chris Chiodini asked if this location is currently connected to City Sewer? Corey Dieter, Vice President of Operations, stated that it is currently not. Roger Kroh stated that Public Works has a design currently underway to provide sewer service to that area. Mr. Dieter stated that was the primary reason to request annexation.

Dorothy Young asked if other utilities were serviced by the City. Mr. Dieter stated that he was unsure.

Dorothy Young asked if there were any questions from neighbors about the zoning change. Mr. Kroh stated that there were none.

Wilbert Crawford made a motion to recommend approval to the Board of Alderman as described in the Staff Report. Barrett Welton seconded. The motion passed unanimously.

RESULT:

APPROVED [UNANIMOUS]

MOVER:

Wilbert Crawford

SECONDER:

Barrett Welton

AYES:

Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam

EXCUSED:

Cheryl Bush

D. REPLAT OF HARRISONVILLE COKES SUBDIVISION

Roger Kroh said that the three plats on the agenda re-platting a 6.75 acre tract recently sold by the Coke Family Trust comes from six homeowners with back yards that surround the property. The Coke property is located west of Bird Avenue, south of Stella Street and north of Lauren Avenue. The property has no development potential. It is in the flood plain and has no access to a public street.

Each of the three plats have two lots and show a portion of the Coke property being attached to the back yards of each lot. Staff is supportive of the homeowners acquiring the Coke property as they can maintain and manage it better than can absentee property owners. The six lots with street frontage will not be able to be sold separate from the pieces of the Coke tract.

Dorothy Young made a motion to approve the Final Plat of Coke's Subdivision Resurvey, Lots 8 and 9, subject to the applicant making any changes required by the City. Virgil Butler seconded the motion. Unanimous approval

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Virgil Butler
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

E. REPLAT OF HARRISONVILLE BECKERDITE NO. 4 SUBDIVISION

Wilbert Crawford made a motion to approve the Final Plat of Beckerdite's Addition No. 4 Resurvey #2, Lots No. 4 and 11, subject to the applicant making any changes required by the City. Dorothy seconded the motion. Unanimous approval.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Wilbert Crawford
SECONDER:	Dorothy Young, Vice Chair
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

F. REPLAT OF TWIN OAKS EAST SUBDIVISION

Dorothy Young made a motion to approve the Final Plat of Twin Oaks Estate Resurvey, Lots 1 and 2, subject to the applicant making any changes required by the City. Mayor Bowman seconded the motion. Unanimous approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Judy Bowman, Mayor
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

G. PUBLIC HEARING - ZONING ORDINANCE AMENDMENTS REGARDING MINI-WAREHOUSES

Chairman Chiodini opened the public hearing at 6:38 PM. There were no comments from the public. The public hearing was closed at 6:39 PM.

H. ZONING ORDINANCE AMENDMENT REGARDING MINI-WAREHOUSES

Roger Kroh said that mini-warehouse facilities are permitted by right in the C-2 zoning district. Recently, staff has received several inquiries from individuals wanting to construct mini-storage facilities at prime commercial locations in the city better suited for businesses that create jobs and generate sales tax. At the recommendation of staff, the Board of Aldermen (BOA) approved a moratorium that halted consideration of new applications for mini-warehouse facilities. But the moratorium did exempt mini-warehouse projects that had already had a pre-application review or received zoning and platting approvals.

Staff explained that the new regulations are designed to allow mini-warehouse projects in locations that are not well-suited for commercial and industrial projects that create jobs, capital investment and sales tax revenue. Mini-warehouse facilities will be permitted in the C-2 and M-1 zoning districts, but only with special use permits. Mini-warehouse projects would be limited to 2 acres and appropriately screened so as not to negatively impact the property value or development opportunities of abutting properties. In the M-1 zoning district, they cannot be located on a large tract of land so as to preclude future development.

Dorothy Young asked if the white vinyl fencing material for screening in some existing mini-warehouse facilities would be allowed for screening purposes. Roger Kroh said it could be if that is the commission's wishes.

Wilbert Crawford asked if plans submitted for a special use permit will include design of the buildings and walls or other buffers. Roger said it will.

Chairman Chiodini asked if staff considered establishing specific heights for walls and buffers. Roger Kroh said that he did not specify the height of walls, fences, and berms because the heights needed to adequately screen a facility will depend on the elevations of the facility and the nearby public right of way.

Dorothy Young made a motion to recommend that the Board of Aldermen approve the code amendments related to mini-warehouse facilities including changes identified by staff and by allowing the use of white vinyl fencing material for screening purposes. Wilbert Crawford seconded. Unanimous approval.

RESULT:	RECOMMENDED [UNANIMOUS]
MOVER:	Dorothy Young, Vice Chair
SECONDER:	Wilbert Crawford
AYES:	Chiodini, Milner, Bowman, Butler, Young, Welton, Crawford, Pulliam
EXCUSED:	Cheryl Bush

4. Adjourn

Roger Kroh said that the Board of Aldermen approved funds in the 2021 city budget for conducting a citywide customer satisfaction survey and major update of the comprehensive plan. The last major update of the comprehensive plan was done in 2002 and the last citywide customer satisfaction survey was done in 2014. Roger said that more than 20 planning consulting firms had participated in a recent pre-proposal conference and he is hopeful that the city will receive a number of good proposals. The project will take approximately one year.

With nothing further to come before the Commission, Mayor Bowman made a motion to adjourn. Wilbert Crawford seconded. The meeting was adjourned at 6:53 PM.

Chris Chiodini,
Chairperson of the Planning & Zoning Commission

Respectfully Submitted,

Jamie Martin, Secretary

Powered by **Granicus**

Attachment: 1-21-21 Planning & Zoning Commission minutes (Final Plat of Coke's Subdivision Resurvey, Lots 8 and 9)

Council Bill No.**Ordinance No.**

**AN ORDINANCE TO APPROVE THE FINAL PLAT OF COKE'S SUBDIVISION
RESURVEY LOTS 8 AND 9 IN THE CITY OF HARRISONVILLE, CASS COUNTY,
MISSOURI**

WHEREAS, the City of Harrisonville, Missouri (the "City") has received an application to approve the Final plat of Coke's Subdivision Resurvey, Lots 8 and 9, in the city of Harrisonville, Cass County, Missouri; and

WHEREAS, the final plat was considered by the Planning and Zoning Commission on February 21, 2021, which unanimously recommended that it be approved by the Board of Aldermen; and

WHEREAS, the City will retain easements and street right-of-way rights; and

WHEREAS, in accordance with the provision of Chapter 89 RSMo, and Chapter 410 of the Code of Ordinance of the City of Harrisonville, Missouri, the Board of Aldermen, after careful and due deliberation find that approval of the final plat is in the best interest of the City of Harrisonville and its residents.

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

Section 1. That the Board of Aldermen of Harrisonville, Missouri, hereby approves the Final plat of Coke's Subdivision Resurvey, Lots 8 and 9, in the city of Harrisonville, Cass County, Missouri.

Section 2: The plat comprises the following described real estate in the City of Harrisonville, Cass County, Missouri, to-wit:

Legal Description

See Exhibit I

Section 3. Severability. The sections, paragraphs, sentences, clauses, and phrases of this ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this ordinance are valid, unless the court finds the valid portions of this ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Governing Law. This ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 5. Effective Date. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 1ST DAY OF FEBRUARY 2021
AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 1ST DAY OF
FEBRUARY 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 1ST DAY OF
FEBRUARY 2021.

AYES:

NAYS:

AWAY:

ABSENT:

ABSTAIN:

Judy Bowman, Mayor and Ex-Officio
Chairman of the Board of Aldermen

ATTEST:

Daniel Barnett, City Clerk

WITNESS my hand and seal this 1st day of February 2021

Attachment I: Legal Description

Attachment II: Final plat of Coke's Subdivision Resurvey, Lots 8 and 9, in the city of
Harrisonville, Cass County, Missouri

Attachment: Ordinance (Final Plat of Coke's Subdivision Resurvey, Lots 8 and 9)

EXHIBIT I**LEGAL DESCRIPTION****Final plat of Coke's Subdivision Resurvey, Lots 8 and 9, in the city of Harrisonville, Cass County, Missouri**

LOT 8: ALL OF LOT 8 IN "COKE'S SUBDIVISION", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 8 IN "COKE'S SUBDIVISION"; THENCE NORTH 00 DEGREES 04 MINUTES 18 SECONDS EAST A DISTANCE OF 192.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 219.92 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 192.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 220.16 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

LOT 9: ALL OF LOT 9 IN "COKE'S SUBDIVISION", A SUBDIVISION OF LAND IN THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, AS PREVIOUSLY PLATTED AND RECORDED; AND ALSO THAT PART OF LOT 3 IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF FRACTIONAL SECTION 3, TOWNSHIP 44 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 9 IN "COKE'S SUBDIVISION"; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 192.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 147.50 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 192.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 147.50 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS OF RECORD.

EXHIBIT II

**Final plat of Coke's Subdivision Resurvey, Lots 8 and 9, in the city of Harrisonville, Cass
County, Missouri**

Attachment: Ordinance (Final Plat of Coke's Subdivision Resurvey, Lots 8 and 9)



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 26, 2021
SUBJECT: November 2020 Municipal Court Report

Type of Item: *Discussion*

A. Discussion Item (ID # 3771)

November 2020 Municipal Court Report

Attachments:

November 2020 report (PDF)

IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **November 2020** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.


Don Lograsso
Municipal Court Judge

12-9-20
Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk

12-9-2020
Date

Subscribed and sworn to before me this 9th day of December, 2020.


Notary

CAROLINE E. VAUGHN
Notary Public - Notary Seal
State of Missouri
Commissioned for Cass County
My Commission Expires: March 14, 2023
Commission Number: 19500796

RECEIVED

DEC 09 2020

CITY OF HARRISONVILLE

Attachment: November 2020 report (November 2020 Municipal Court Report)

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Harrisonville Municipal Division

I. COURT INFORMATION

Reporting Period:		
November	2020	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
300 E. Pearl St. Harrisonville, MO 64701	PO Box 367 Harrisonville, MO 64701	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 380-8903	(816) 380-8910	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
MICHELLE SHAFFER	michelle.shaffer@courts.mo.gov	Don Lograsso

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	138	846	785
B. Cases (citations / informations) filed	2	22	35
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	1	2
3. court / bench trial - NOT GUILTY	0	0	1
4. plea of GUILTY in court	8	29	15
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	20	0
6. dismissed by court	0	2	0
7. nolle prosequi	0	5	7
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	8	57	25
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	132	811	795
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	166	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	51	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,097		

V. DISBURSEMENTS**Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)**

Fines – Excess Revenue	\$4,239.50
Clerk Fee – Excess Revenue	\$516.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$15.17
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$4,770.67

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines – Other	\$7,347.50
Clerk Fee – Other	\$457.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$81.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$565.77
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$14.06
Law Enforcement Training (LET) Fund surcharge	\$164.00
Domestic Violence Shelter surcharge	\$162.00
Inmate Prisoner Detainee Security Fund surcharge	\$162.50
Sheriffs' Retirement Fund (SRF) surcharge	\$249.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$0.00
Total Other Revenue	\$9,202.83

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.

DWI RECOURPMENT FEE	\$1,005.00
Total Other Disbursements	\$1,005.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$14,978.50
Bond Refunds	\$0.00
Total Disbursements	\$14,978.50



TO: Board of Aldermen
FROM: Daniel Barnett,
DATE: January 26, 2021
SUBJECT: December 2020 Municipal Court Report

Type of Item: *Discussion*

B. Discussion Item (ID # 3772)

December 2020 Municipal Court Report

Attachments:

December 2020 report(PDF)

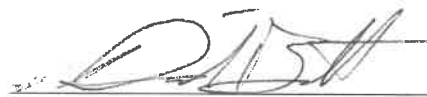
IN THE MUNICIPAL COURT OF HARRISONVILLE, MISSOURI
CASS COUNTY

I certify that the attached is a report on all cases heard or tried before the Judge of the Circuit Court of Cass County Missouri, Municipal Division at Harrisonville during the month of **December 2020** and that the information and statements contained in said report are true and correct according to my best information, knowledge and belief.


Don Lograsso
Municipal Court Judge

1-6-21
Date

Presented and reviewed as required by Court Operating Rule 4.29.


City Clerk

1-6-21
Date

Subscribed and sworn to before me this _____ day of _____, 2020.

Notary

Attachment: December 2020 report (December 2020 Municipal Court Report)

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Harrisonville Municipal Division

I. COURT INFORMATION

Reporting Period:		
December	2020	Court activity occurred in reporting period: Yes
Clerk's Physical Address:	Mailing Address:	Vendor
300 E. Pearl St. Harrisonville, MO 64701	PO Box 367 Harrisonville, MO 64701	Incode (Tyler Technologies)
Telephone Number:	Fax Number:	
(816) 380-8903	(816) 380-8910	
Prepared by:	Prepared by E-mail Address:	Municipal Judge(s) Active During Reporting Period:
MICHELLE SHAFFER	michelle.shaffer@courts.mo.gov	Don Lograsso

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		132	811	795
B. Cases (citations / informations) filed		2	42	35
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	1
	3. court / bench trial - NOT GUILTY	0	2	1
	4. plea of GUILTY in court	12	33	37
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	4	0
	6. dismissed by court	0	0	0
	7. nolle prosequi	1	7	7
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	13	46	46
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		121	807	784
E. Trial de Novo and / or appeal applications filed		0	0	0

Attachment: December 2020 report (December 2020 Municipal Court Report)

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	128	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	114	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,111		

V. DISBURSEMENTS		
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		
Fines – Excess Revenue		\$5,367.00
Clerk Fee – Excess Revenue		\$540.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue		\$16.65
Bond forfeitures (paid to city) – Excess Revenue		\$0.00
Total Excess Revenue		\$5,923.65
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		
Fines – Other		\$7,661.50
Clerk Fee – Other		\$779.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes		
Peace Officer Standards and Training (POST) Commission surcharge		\$110.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State		\$784.30
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other		\$24.05
Law Enforcement Training (LET) Fund surcharge		\$216.00
Domestic Violence Shelter surcharge		\$220.00
Inmate Prisoner Detainee Security Fund surcharge		\$217.50
Sheriffs' Retirement Fund (SRF) surcharge		\$324.00
Restitution		\$0.00
Parking ticket revenue (including penalties)		\$0.00
Bond forfeitures (paid to city) – Other		\$0.00
Total Other Revenue		\$10,336.35
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		
	DWI RECOUPMENT FEE	\$1,249.50
	DWI Recoupment Fee - Not Excess Revenue	\$160.00
Total Other Disbursements		\$1,409.50
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited		\$17,669.50
Bond Refunds		\$730.00
Total Disbursements		\$18,399.50