



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

**NOTICE OF OPEN MEETINGS**

**NOTICE** is hereby given to all citizens and parties in interest that the Odessa Board of Aldermen will meet in a Regular Session on Monday, January 23, 2017, at 7:00 pm at Dyer Park Community Building, 601 West Main Street, Odessa, Missouri 64076

CALL TO ORDER

Mayor Adam Couch

PLEDGE OF ALLEGIANCE

Mayor Adam Couch

ROLL CALL

City Clerk Peggy Eoff

WELCOME TO VISITORS

Mayor Adam Couch

CONSENT AGENDA

Approval of Minutes BOA  
• January 9, 2017 – Regular Session

PUBLIC COMMENTS

MAYOR'S REPORT

ALDERMEN REPORTS

OLD BUSINESS

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NEW BUSINESS

Presentation

2016 MoPEP Infrastructure Grant, Missouri Public Utilities Alliance

Resolution 2017-01

Resolution of the City of Odessa, Missouri, Authorizing the Mayor to Request Extension of the Lease Agreement between the City of Odessa and the Odessa Fire and Rescue Protection District

Discussion

SE Lagoon Drain-KAT Excavation, Inc. and Lamp Rynearson and Associate, d/b/a Larkin Lamp Rynearson

INTERIM ADMINISTRATOR REPORT

Sid Rustman, Finance Director

ADJOURN TO CLOSED SESSION

In compliance with RSMO 610.021

- (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.
- (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration;
- (3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded...As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees

ADJOURN

Upcoming Schedule:

January 24, 2017 – Park and Recreation Board Regular Session – 7:00 pm Community Building

**ELECTED OFFICIALS**

	<b>Mayor Adam Couch</b>	acouch@cityofodessamo.com	(816) 661-4837
Ward 1	Alderman John Carmody	jcarmody@cityofodessamo.com	(816) 263-0656
Ward 1	Alderman Steve Lockhart	slockhart@cityofodessamo.com	(816) 263-3939
Ward 2	Alderman Brian Henning	bhenning@cityofodessamo.com	(816) 651-1771
Ward 2	Alderman Steve Wright	swright@cityofodessamo.com	(816) 918-6634
Ward 3	Alderman Ray Harves	rharves@cityofodessamo.com	(816) 524-6311
Ward 3	Alderman Mike Stevens	mstevens@cityofodessamo.com	(816) 674-6222

Posted: January 20, 2017

Copies of this agenda may be obtained by contacting:  
Peggy Eoff, City Clerk City Hall (816) 230-5577 Phone  
(816) 633-4985 Fax or at [www.cityofodessamo.com](http://www.cityofodessamo.com)

**The Board of Aldermen Chambers  
Odessa Community Building  
601 W. Main Street January 9, 2017  
Meeting Minutes**

**CALL TO ORDER** – Mayor Pro-Tem Steve Wright called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE** – Mayor Pro-Tem Wright led the Pledge of Allegiance.

**ROLL CALL** – City Clerk Peggy Eoff called the roll.

Alderman Steve Lockhart	Present	Alderman Steve Wright	Present
Alderman Brian Henning	Present	Alderman Ray Harves	Present
Alderman John Carmody	Present	Alderman Mike Stevens	Present

City Staff attending: Sid Rustman Finance Director/Interim City Administrator, Collector Jennifer LeBlanc, Steven Cobb Park Board President, Attorney Bob Schneiders, and LCSD Lieutenant Liese.

Others present: Jeff LeBlanc, Brenda Oliver, Judy Qualkinbush, Jody Carlson and Shawn Nichols from American Water, Larry Lee, Tim Kesemann, Matt Griffith KMZU, Brenda Oliver, and Hannah Spaar from the Odessan.

**WELCOME TO VISITORS** – Mayor Pro-Tem Wright welcomed visitors.

**APPROVAL OF CONSENT AGENDA –**

- Finance Committee Report
- Purchasing Card Report
- Income Statement/Balance Sheet
- A/P Monthly Registers
- Approval of Minutes BOA
  - December 27 2016 Regular Session

Alderman Stevens made a correction to the minutes and then recommends approval after correction is made. A motion to approve the consent agenda was made by Alderman Stevens and seconded by Alderman Henning. Motion carried 6-0.

**PUBLIC COMMENTS** – There were no public comments

**MAYORS REPORT –**

- Jennifer LeBlanc was recognized for 5 years of service and presented with a plaque.

**ALDERMEN REPORTS –**

- Alderman Henning ~ He thanked the City road crews for their work on getting streets cleared. Congratulated Jennifer on her 5 years of service.
- Alderman Harves ~ Congratulated Jennifer on her 5 years of service.

- Alderman Stevens ~ Reported on the landlord ordinance. They had a good turnout and received feedback from City staff and the landlords.
- Alderman Carmody~ Congratulated Jennifer for her service.

#### **DEPARTMENT MANAGER'S REPORTS –**

- Code Compliance Monthly Report (Information Only)
- EMS Monthly Report (Information Only)
- Alderman Stevens asked about the progress of the funeral home on Main Street. Mr. Rustman explained that we are updating our penalty and violation ordinance to come into compliance with the new State Statute and as soon as we adopt that, a letter will be sent to the property owner. He also asked about hiring of a new EMT. Rustman stated they are still looking at applications.

#### **OLD BUSINESS –**

- Varner Street Grinder Pumps ~ Mr. Rustman handed out the sewer service and easement agreement. Mr. Schneiders went over the points of the agreements. Changes are going to be made to bullet # 4 and a notary block will be added. Alderman Stevens made a motion to approve the sewer service and easement agreement and easement with noted changes. Motion was seconded by Alderman Henning. Motion carried. 6-0.

#### **NEW BUSINESS –**

- Appointment of David Vailes to the Park Board – Three year term ~ A motion to approve the Mayor' s appointment of David Vailes to the Park Board was made by Alderman Harves and seconded by Alderman Henning. Steven Cobb mentioned that the term expires in June. This will finish out the current term. Motion carried. 6-0.
- Ordinance Number 2925, Bill Number 2017-01 - An Ordinance of the City of Odessa, Missouri Appointing Nichole B. Wilson as City Administrator and Authorizing the Mayor to Execute Employment Agreement (1<sup>st</sup> & 2<sup>nd</sup> reading) ~ A motion to approve the first reading of Bill Number 2017-01 Ordinance 2925 was made by Alderman Stevens and seconded by Alderman Harves. Motion carried 6-0.
- A motion to approve the second reading of Bill Number 2017-01 Ordinance 2925 was made by Alderman Hennings and seconded by Alderman Stevens. Voice vote was: Stevens yes, Wright yes, Lockhart yes, Henning yes, Carmody yes, and Harves yes. Motion carried 6-0.
- Ordinance Number 2926, Bill Number 2017-02 - An Ordinance of the City of Odessa, Missouri Amending Chapter 7, Section 7.105 Violation & Penalties (1<sup>st</sup> & 2<sup>nd</sup> reading) ~ A motion to approve the first reading of Bill Number 2017-02 Ordinance 2926 was made by Alderman Henning and seconded by Alderman Stevens. Motion carries 6-0.
- Ordinance Number 2926, Bill Number 2017-02 - An Ordinance of the City of Odessa, Missouri Amending Chapter 7, Section 7.105 Violation & Penalties ~ A motion to approve the second reading of Ordinance 2926 Bill Number 2017-02

was made by Alderman Stevens and seconded by Alderman Carmody. Voice vote was: Harves yes, Carmody yes, Henning yes, Lockhart yes, Stevens yes, and Wright yes. Motion carried 6-0.

- Ordinance Number 2927, Bill Number 2017-03 – Resolution of the City of Odessa, Missouri Authorizing April Ballot language for Sale of Water and Waste Water Systems (1<sup>st</sup> & 2<sup>nd</sup> reading) ~ A motion to approve the first reading of Bill Number 2017-03 Ordinance 2927 was made by Alderman Henning and seconded by Alderman Harves. Motion carries 4-2. Mr. Rustman stated the price of 17.5 million is a minimum and the just beginning price.
- Ordinance Number 2927, Bill Number 2017-03 – Resolution of the City of Odessa, Missouri Authorizing April Ballot Language for Sale of Water and Waste Water Systems ~ A motion to approve the second reading of Ordinance 2927 Bill Number 2017-03 was made by Alderman Harves and seconded by Alderman Henning. Voice vote was: Wright yes, Stevens no, Lockhart yes, Carmody no, Harves yes, and Henning yes. Motion carries 4-2.

**MISCELLANEOUS** – Sid Rustman Finance Director/Interim City Administrator ~

- Mr. Rustman reported the southeast plant has the filters completely installed. Pump station is complete. The start-up date is January 11<sup>th</sup>.
- Work at the lagoon has reached a stopping point. KAT and Larkin had concerns about drainage issues. Those were resolved and now we are waiting on the weather.
- The west-side interceptor project is 100 percent completed.
- North West Tie project is having some technical difficulties and hopefully this will be resolved tomorrow.
- Reported that the Odessa Animal Clinic is no longer the city shelter. We are trying to find an alternative.
- Shawn Carlson from American Water explained that there will be additional information, will hold a number of town hall meetings and schedule door to door visits to get public input. They plan on starting the meetings in February.

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**ADJOURN** – A motion to adjourn was made by Alderman Henning and seconded by Alderman Stevens. All voted in favor. Meeting adjourned at 7:38 pm.

\_\_\_\_\_  
Adam R. Couch, Mayor

\_\_\_\_\_  
Peggy Eoff, City Clerk



**RESOLUTION 2017-01**

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

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- WHEREAS,** the City of Odessa, Missouri, previously entered into a Lease Agreement with the Odessa Fire and Rescue Protection District (Resolution 2016-09); and
- WHEREAS,** the City of Odessa wishes to extend the lease for one year on the same terms and conditions as are currently in place, and
- WHEREAS,** the City of Odessa (tenant) is required to give written notice of intent to extend or renew to Landlord at least sixty (60) days prior to expiration of the initial term;

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

**SECTION 1.** That the Board of Aldermen authorizes the Mayor to provide a written request to the Landlord of the City's desire to extend the Lease Agreement for one year (effective April 1, 2017) between the City of Odessa and the Odessa Fire and Rescue Protection District.

**APPROVED AND PASSED** by the Board of Aldermen of the City of Odessa, Missouri, this 23<sup>rd</sup> day of January 2017.

(SEAL)

By: \_\_\_\_\_  
Adam R. Couch, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Peggy Eoff, City Clerk



**RESOLUTION 2016-09**

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

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

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

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

**APPROVED AND PASSED** by the Board of Aldermen of the City of Odessa, Missouri, this 28<sup>th</sup> day of March 2016.

(SEAL)

By: \_\_\_\_\_  
Adam R. Couch, Mayor

ATTEST:

By: \_\_\_\_\_  
Peggy Eoff, City Clerk

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

**OPEN SESSION**

**1) Call to Order**

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

Directors in attendance included:

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

Others in attendance included:

Kevin Campbell, John Gillum, Carl Scarborough

**2) Approval of Consent Agenda**

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

**3) Old Business**

**a) Lease Agreement**

A motion was made by McDermed and seconded by Phillips to enter into a one year lease agreement beginning April 1, 2016 with the City of Odessa to continue to house EMS services for \$1,000 per month rent. The City will pay 100% of City of Odessa utilities and the Fire District will pay 100% of Missouri Gas Energy and Comcast utilities. Motion approved 5-0

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

**4) 2015 Audit (Gillum & Gillum)**

John Gillum presented the 2015 audit.

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

Motion passed 5-0

**Old Business Continued**

**b) Nepotism Policy**

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



## **LEASE AGREEMENT**

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

### **Article 1 PROPERTY LEASED**

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

### **Article 2 COMMENCEMENT, TERM OF LEASE AND DELIVERY OF POSSESSION**

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

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

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

### **Article 3 RENTAL**

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

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

### **Article 4 USE OF PREMISES**

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

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



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

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

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

#### **Article 9 TAXES**

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

#### **Article 10 MAINTENANCE BY LANDLORD**

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

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

#### **Article 11 SERVICES AND UTILITIES**

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

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

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

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

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

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

#### **Article 12 DEFAULT**

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

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

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

#### **Article 13 HOLDING OVER**

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

#### **Article 14**

## **SURRENDER OF PREMISES**

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

## **Article 15 RENEWAL OPTIONS**

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

## **Article 16 ASSIGNMENT AND SUBLEASING**

Tenant shall not assign this lease or sublet the premises.

## **Article 17 CASUALTY DAMAGE**

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

## **Article 18 CASUALTY AND LIABILITY INSURANCE**

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

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

**Article 19**  
**SUBROGATION**

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

**Article 20**  
**INDEMNIFICATION OF LANDLORD**

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

**Article 21**  
**INDEMNIFICATION OF TENANT**

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

**Article 22**  
**NONEXCLUSIVE REMEDIES**

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

**Article 23**  
**MISCELLANEOUS**

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

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

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

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

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


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

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

**Article 24  
CONSENT**

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

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

  
\_\_\_\_\_  
LANDLORD  
Odessa Fire and Rescue Protection District

\_\_\_\_\_  
TENANT  
City of Odessa