

BILL NO. 01092023

ORDINANCE NO. 3487

AN ORDINANCE OF THE CITY OF GLASGOW, MISSOURI IMPOSING A LOCAL SALES TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF THREE PERCENT (3%) PURSUANT TO THE AUTHORITY GRANTED BY ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR APPROVAL AT AN ELECTION TO BE HELD ON THE 4TH DAY OF APRIL, 2023.

WHEREAS, the City of Glasgow is authorized by Article XIV, Section 2.6(5) of the Missouri Constitution to impose a local sales tax at a rate of Three Percent (3%); and

WHEREAS, this proposed local sales tax levy, if approved by the voters, shall be imposed on all retail sales of adult use marijuana sold in the City of Glasgow; and

WHEREAS, the proposed sales tax levy requires a majority approval by the qualified voters of the City at an election,

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

SECTION 1. Pursuant to the authority granted by Article XIV, Section 2.6(5) of the Missouri Constitution a local city sales tax of Three Percent (3%) for general revenue purposes is imposed on the receipts from the sale of adult use marijuana sold at retail within the City's corporate boundaries.

SECTION 2. This tax shall be submitted to the qualified voters of Glasgow, Missouri, for their approval, as required by the provisions of Article XIV, Section 2.6(5) of the Missouri Constitution, at the election hereby called and to be held on Tuesday, the 4th day of April, 2023. The ballot of submission shall contain the following language:

Proposition A

Shall the City of Glasgow, Missouri impose a city sales tax of Three Percent (3%) on the sales of adult use marijuana sold at retail?

YES

NO

If you are in favor of the question, place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

said Election and shall transmit the same to the Election Authority for the City of Glasgow, Missouri, and request said election to be conducted by law.


SECTION 4. If a majority of the qualified voters voting at said election shall vote in favor of the approval of this ordinance, then the sales tax approved by the voters shall be in full force and effect on April 4, 2023, and the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States Registered Mail or Certified Mail, a certified copy of this ordinance, together with the certificates of the election returns and accompanied by a map of the City clearly showing the boundaries, thereof.

SECTION 5. If any section, subsection, sentence clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, as such holding shall not affect the validity of the remaining portion thereof.

SECTION 6. This tax shall be collected in addition to any other sales taxes imposed by the City and shall not replace or repeal any other sales tax.

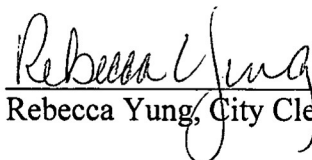
SECTION 7. This ordinance shall be in full force and effect from and after its passage and approval subject to the provisions herein contained which provide for voter approval or for specific dates of effectiveness.

READ TWICE, PASSED AND APPROVED this ___9th___ day of ___January___, 2023.



Larry Neville, Mayor Pro Tem

ATTEST:



Rebecca Yung, City Clerk

EXHIBIT A

PUBLIC NOTICE OF ELECTION FOR THE CITY OF GLASGOW, MISSOURI

Public notice is hereby given to the qualified voters of the City of Glasgow, Missouri, that the Glasgow Board of Aldermen of said City has called a General Election to be held Tuesday, April 4, 2023, commencing at six o'clock A.M. and closing at seven o'clock P.M., local time, on the question contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF GLASGOW, MISSOURI

GENERAL ELECTION

TUESDAY, APRIL 4, 2023

PROPOSITION A

Shall the City of Glasgow, Missouri impose a city sales tax of Three Percent (3%) on the sales of adult use marijuana sold at retail?

YES

NO

INSTRUCTIONS TO VOTERS:

Instructions to Voters: If you are in favor of the proposition, place an X in the box opposite "YES." If you are opposed to the proposition, place an X in the box opposite "NO."

Done by order of the Glasgow Board of Aldermen this __9th__ day of __January__, 2023.

County Clerk, Howard County, Missouri

MEMORANDUM OF LEASE & TERMS OF LEASE

This memorandum is made the 13th day of February, 2023, concerning an oral lease and assignment of indenture of lease made on the 14th day of November, 2023 by and between the GLASGOW MUNICIPAL GARAGE DEVELOPMENT CORPORATION, A Missouri not-for-profit corporation hereinafter called "Lessor", and the CITY OF GLASGOW, State of Missouri, hereinafter called "Lessee":

1. **LEASED PROPERTY:** In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Lessee to be observed and performed, the Lessor leased to the Lessee and the Lessee rented from the Lessor.

One 2023GMC Sierra 1500 Pro

(VIN 1GTPUAEK1PZ107180), hereafter referred to from time to time as the vehicle or the property.

2. **TERM:** The term of this lease shall be ONE YEAR and begin January, 2023. As set forth in paragraph number 17, Lessee shall have the option to renew this lease for an additional two successive one-year terms for a total of three years.
3. **RENTALS:** The rental for the term shall be to transfer title the 2015 Dodge Ram, VIN 3C6JR7DT6FG572483, belonging to the City of Glasgow [and pay the sum of \$ Thirty-five thousand four hundred twenty-six Dollars and 00 cents (\$ 35426 . 00) payable to Rusty Drewing Chevrolet, Buick, GMC] on or before January 13, 2023. Receipt of payment for the first term is hereby acknowledged. If the lease is renewed, then rent shall be due in the sum of \$ 12,960 . 00 payable on August 1, 2023 of each successive year thereafter for each renewal of the term of the lease.
4. **ADDITIONAL CHARGES:** Lessee, in addition to the rent hereinabove set forth, agrees to pay directly, or to reimburse the Lessor at cost, for all loan and closing charges, bonds and insurance, litigation costs, counsel fees, administrative costs and such other reasonable and necessary charges for acquisition of the property [except bank principal loan payments to purchase the property] and during the time of Lessee's use of the property including but not limited to taxes on the property assessed against Lessor and Lessor's other taxes incurred as a result of this lease.
5. **ESCALATION OF RENTS:** If insurance, real or personal property taxes against the property, interest rates or loan costs of the Lessor shall be increased for any reason during the term of this lease, the Lessor shall have the right to require the Lessee to increase the rental to cover said increases.
6. **USE OF PROPERTY:** Lessee shall use the leased vehicle solely for the purpose of operation as a municipal vehicle for the city of Glasgow, Missouri, principally as a police vehicle.

7. **ITEMS INSTALLED BY LESSEE:** All decorations, additions, and improvements made by Lessee, or made by owner on Lessee's behalf by agreement under this lease, shall remain the property of the Lessee for the term of this lease or any extension or renewal thereof. Upon expiration of this lease, or any renewal term thereof, the Lessee shall remove all decorations, additions, and improvements, and restore the leased property, ordinary wear and tear excepted, to its condition at the time of original occupancy.
8. **SIGNS:** Lessee shall have the right to place upon the property such sign or signs as may be necessary to designate the property. Said signs shall be maintained in good condition and repair at all times.
9. **MAINTENANCE:** Lessee shall at all times keep the leased property in good order, condition and repair at Lessee's sole costs and expense. If Lessee refuses or neglects to repair property as required hereunder, and to the reasonable satisfaction of Lessor, as soon as reasonably possible after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee, and upon completion thereof, Lessee shall pay Lessor's cost for making such repairs, upon presentation of a bill thereof, as additional rent.
10. **SURRENDER OF PROPERTY:** At the expiration of the tenancy hereby created, Lessee shall surrender the leased property in the same condition as the leased property were upon delivery of possession thereto under this lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the leased property to Lessor, Lessee shall thereupon remove all its additions, and any alternations or improvements as hereinabove provided before surrendering the property and shall repair any damage to the leased property caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.
11. **INSURANCE:** Lessee shall, during the full term of this lease, keep in full force and effect an appropriate policy of public liability and property damage insurance with respect to the leased property. The policy shall name Lessor and the Lessee as insured and shall contain a clause that the insured will not cancel or change the insurance without first giving the Lessor Ten days prior written notice. Lessee shall exhibit to Lessor, at any time upon demand, a certification of insurance, or other evidence of said insurance, and shall keep said policies in effect during the full term of this lease or any extensions thereof.
12. **INDEMNIFICATION:** Lessee will indemnify Lessor, its officers, directors and agents, and save them harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property, or any other liability, arising out of any occurrence in, upon or at the leased property, for the occupancy or use by Lessee of the leased property or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, lessees or concessionaires or occasioned by any reason by act or omission of the Lessor, in the establishment, operation or maintenance of the municipal building, or for any act or

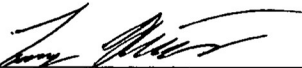

omission by the Lessor in furtherance of the interests of the Lessee for any reason in connection with this lease. In case the Lessor, its officers, directors or employees shall be made a party to any litigation commenced by or against Lessee, or by or against Lessor, its officers, directors or employees in furtherance of the interests of the Lessee, then the Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. Lessee shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Lessor in enforcing the covenants and agreements in this lease.

13. ASSIGNMENT AND SUB-LETTING: Lessee may not assign this lease, in whole or in part, except with consent of Lessor.
14. GOVERNMENTAL REGULATIONS: Lessee shall at Lessee's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereinafter be in force, pertaining to the said property, and shall faithfully observe in the use of the property all municipal and county ordinances, and all state and federal statutes now, or which may hereinafter be, in force.
15. DESTRUCTION OF PROPERTY: If the leased property shall be damaged or destroyed by fire, the elements, unavoidable accidents or other casualty, all insurance proceeds payable by reason thereof shall be applied to the repair, reconstruction and renovation of said property, but the rents hereunder shall not be abated. Likewise, destruction of the property shall not abate the rent herein provided.
16. DEFAULT: In the event of any failure of Lessee to pay any rental, or any sum due hereunder, within thirty (30) days after the same shall be due, or any failure to perform any of the other terms, conditions or covenants of this lease to be observed or performed by Lessee for more than thirty (30) days after written notice of such default shall have been given to Lessee, or if Lessee shall abandon the property, then Lessor, besides other rights or remedies it may have, shall have the immediate right of repossession .
17. OPTION TO RENEW: This lease may be renewed by the Lessee for an additional two successive one-year terms (after the initial one-year term) upon the terms and conditions as herein provided above. Said option may be exercised in writing at any time during the ninth month of the term, or by retaining possession of the property beyond the end of the term without objection in writing by the Lessor. Should Lessee not elect to renew this lease by exercising the option herein granted, Lessee shall give up and return the property on or before midnight on the last date of any such expired term hereunder.
18. CONVEYANCE BY LESSOR: In the event that the Lessee shall exercise all of the options to renew this lease granted by the terms of this leases, and otherwise complies with the terms and conditions of this lease, the Lessor hereby covenants and agrees that upon the final payment by the Lessee of the last payment of rent at the end of the final option period, to convey to Lessee, free and clear of all liens, encumbrances and leases,

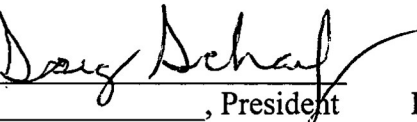
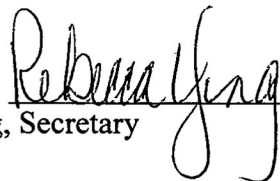
all the right, title and interest in and to said property, upon the payment of an additional consideration at said time of \$1.00 (One Dollar).

19. WAIVER: Waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease other than the failure of Lessee to pay the regular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of the acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by either party, unless such waiver be in writing and executed by the party against whom such waiver is asserted.

CITY OF GLASGOW, LESSEE

By:  _____ Attest:  _____
Larry Neville, Mayor, Pro Tem Andrew Frazier, City Administrator

GLASGOW MUNICIPAL GARAGE DEVELOPEMENT CORPORATION, LESSOR

By:  _____, President Rebecca Yung, Secretary
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