

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

January 11, 2021

7:00 p.m.

Willard Community Bldg

222 W. Jackson

Mayor

Corey Hendrickson

Board Members

Clark McEntire

Donna Stewart

Sam Baird

Samuel Snider

Larry Whitman-Mayor Pro-Tem

www.cityofwillard.org

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
January 11, 2021
7:00 P.M.**

Posted January 6, 2021.

Notice is hereby given that the City of Willard, Missouri, Board of Aldermen will conduct a meeting at **7:00 p.m.** January 11, 2021 at the Willard Community Building, 220 W. Jackson.

The tentative agenda of this meeting includes:
PLEDGE OF ALLEGIANCE

Call the meeting to order

- 1. Roll Call.**
- 2. Agenda Amendments/Approval of Agenda.**

3. Consent Agenda:

“A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to “approve the Consent Agenda as published or modified.”

- a. Minutes from regular meeting December 28, 2020.
- b. December 2020/January 2021 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

4. Discussion/Vote on current Outstanding Invoices, draft and Check Paid Invoices for December 2020/January 2021.

5. Citizen Input.

6. Discussion/Vote to approve donation to the Parks Department.

7. Ordinance approving the agreement for Fleet Management with Enterprise. (1st & 2nd Read) Discussion/Vote.

8. Ordinance amending Chapter 705 Waterworks System of the Willard Municipal Code. (1st & 2nd Read) Discussion/Vote.

9. **New Business.**
10. **Unfinished Business.**
11. **Recess Open Session.**
12. **Open Executive Session.**
13. **Close Executive Session.**
14. **Adjourn Meeting.**

THE TENTATIVE AGENDA SHOWS THIS MEETING CLOSED PURSUANT TO RSMO SECTIONS 610.021 # (1) LEGAL and # (2) REAL ESTATE.

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE FOR YOUR NEEDS. REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK AT 417-742-5302.

Jennifer Rowe
City Clerk



Agenda Item# 3

Consent Agenda:

"A Consent Agenda allows the Board of Aldermen to consider and approve routine items of business without discussion. Any member of the Board of Aldermen, the City Staff or the Public may request removal of any item from the Consent Agenda and request that it be considered under the Regular Agenda if discussion or debate of the item is desired. Items not removed from the Consent Agenda will stand approved upon motion by any Board member, second and unanimous vote to "approve the Consent Agenda as published or modified."

- a. Minutes from regular meeting December 28, 2020.
- b. December 2020/January 2021 Outstanding Invoices, Check and Draft Paid Invoices.
- c. Department Head Reports.
- d. Board Attendance Report.

**CITY OF WILLARD
BOARD OF ALDERMEN
REGULAR MEETING
December 28, 2020
7:00 p.m.**

Staff present: City Administrator, Brad Gray; City Clerk, Jennifer Rowe; Director, Carolyn Halverson; and Director of Development, Randy Brown.

City Attorney Ken Reynolds was present.

Citizens in attendance: Ken Olsen (Enterprise) and Terry McKee.

Call to Order.

Mayor Hendrickson called the meeting to order at 7:05 p.m.

Roll Call.

The City Clerk conducted the Roll Call. Alderman McEntire---, Alderman Snider---, Alderman Stewart-present, Alderman Whitman-present, Alderman Baird-present and Mayor Hendrickson-present.

Agenda Amendments/Agenda Approval.

City Administrator Brad Gray stated that he would like to add a Presentation by Enterprise as the new number 4. Motion was made by Alderman Baird and seconded by Alderman Stewart to approve the Agenda. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

Consent Agenda.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to approve the Consent Agenda. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

Presentation by Enterprise.

City Administrator Brad Gray introduced Ken Olsen from Enterprise. Discussion was made on potential fleet management for the City.

Mr. Olsen gave his presentation to the Board on what Enterprise could offer the City of Willard.

Discussion/Vote to approve current November/December 2020 Outstanding Invoices, Check and Draft Paid Invoices.

Motion was made by Alderman Baird and seconded by Alderman Whitman to approve the current November/December 2020 Outstanding Invoices, Check and Draft Paid Invoices. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

Citizen Input.

None.

Amend Agenda.

City Administrator Brad Gray requested to move the Discussion/Vote to approve the changes to West Ridge Subdivision up as the Developer was in attendance. Motion was made by Alderman Baird and seconded by Alderman Whitman to amend the Agenda and move item 9 up to be discussed after citizen input. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

Discussion/Vote to approve request to change West Ridge Subdivision side-yard setback from 10 feet to 7.5 feet.

Director of Development Randy Brown discussed the West Ridge Subdivision. Discussion was made on the review process, what was still needed, and the homes. Mr. Brown stated that the Developer was encouraged to bring in more 3 car garages, and in order to make this happen, the side-yard setback needed to be changed to 7.5 feet from 10 feet to allow for that room.

Motion was made by Alderman Stewart and seconded by Alderman Whitman to approve changing the side-yard setback from 10 feet to 7.5 feet in the West Ridge Subdivision. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

Ordinance approving a text amendment to the Land Development Regulations Ch. 400 regarding Conditional Use. (2nd Read) Discussion/Vote.

Mr. Brown stated there were no other changes from the 1st read.

The second read was conducted by the City Clerk.

Motion was made by Alderman Baird and seconded by Alderman Stewart to approve a text amendment to the Land Development Regulations Ch. 400 regarding Conditional Use. Motion carried with a vote of 3-0.

Voting aye: Aldermen Stewart, Whitman and Baird.

Ordinance amending Chapter 605: Business Regulations. (2nd Read) Discussion/Vote.

Mr. Gray stated that there were no changes from the 1st read. This was again just removing the prorated amount and making it \$25 year-round.

The second read was conducted by the City Clerk.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to amend Chapter 605:

Business Regulations. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

Ordinance amending Chapter 705 Waterworks System. (2nd Read) Discussion/Vote.

Mr. Gray stated that this was for the Consent to Annex for those connecting to the Water system outside City Limits. City Attorney Ken Reynolds stated that he made the requested changes to the Consent to Annex forms as discussed last meeting. Discussion was made on fees, annexation and the Springfield Sewer Contract. Discussion was then made on the wording in the Ordinance.

The second read was conducted by the City Clerk.

Motion was made by Alderman Stewart and seconded by Alderman Baird to amend Chapter 705: Waterworks System. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

New Business.

Discussion was made on the fleet management proposal.

Unfinished Business.

Alderman Baird discussed the Walnut Grove BOA he attended in support of Cactus Ridge. Discussion was made on working with businesses and keeping a good repertoire.

Discussion was then made on the Pretreatment survey being sent to all non-residential in Willard.

Adjourn.

Motion was made by Alderman Whitman and seconded by Alderman Stewart to Adjourn. Motion carried with a vote of 3-0. Voting aye: Aldermen Stewart, Whitman and Baird.

The meeting was adjourned at 8:50 p.m.

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM # 3B
FINANCE DEPARTMENT**

ACTION REQUIRED: APPROVAL REQUESTED

- **Outstanding Invoices – December 2020 & January 2021**



Pending Expense Approval Report - 1

By Vendor Name

Post Dates 12/23/2020 - 12/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
Vendor: COMMGN - COMMERCE CREDIT CARD SERVICES					
COMMERCE CREDIT CARD SE	03864G	12/30/2020	USPS POSTAGE STAMPS - GEN	10-100-50750	88.00
COMMERCE CREDIT CARD SE	08779G	12/30/2020	DOLLAR GEN ORGANIZER, BATTERIES, BOWLS - GEN/W/	10-100-50130	5.94
COMMERCE CREDIT CARD SE	08779G	12/30/2020	DOLLAR GEN ORGANIZER, BATTERIES, BOWLS - GEN/W/	20-600-50130	5.93
COMMERCE CREDIT CARD SE	08779G	12/30/2020	DOLLAR GEN ORGANIZER, BATTERIES, BOWLS - GEN/W/	20-700-50130	5.93
COMMERCE CREDIT CARD SE	6192202	12/30/2020	AMAZON STAPLER - P&D	10-400-50700	13.98
COMMERCE CREDIT CARD SE	4981003/8741049	12/30/2020	AMAZON STAMP INK, KLEENEX - GEN/CT/P&D/W/S	10-100-50130	3.49
COMMERCE CREDIT CARD SE	4981003/8741049	12/30/2020	AMAZON STAMP INK, KLEENEX - GEN/CT/P&D/W/S	10-250-50130	1.75
COMMERCE CREDIT CARD SE	4981003/8741049	12/30/2020	AMAZON STAMP INK, KLEENEX - GEN/CT/P&D/W/S	10-400-50130	1.75
COMMERCE CREDIT CARD SE	4981003/8741049	12/30/2020	AMAZON STAMP INK, KLEENEX - GEN/CT/P&D/W/S	20-600-50130	5.40
COMMERCE CREDIT CARD SE	4981003/8741049	12/30/2020	AMAZON STAMP INK, KLEENEX - GEN/CT/P&D/W/S	20-700-50130	5.39
COMMERCE CREDIT CARD SE	2415404	12/30/2020	AMAZON 9x13 CLASP ENVELOPES - GEN	10-100-50700	13.11
COMMERCE CREDIT CARD SE	2785830	12/30/2020	AMAZON W-2 FORMS - GEN	10-100-50700	17.47
COMMERCE CREDIT CARD SE	38510	12/30/2020	2A 4 LIFE - T McClAIN UNIFORM ALLOWANCE - LAW	10-200-92500	39.58
COMMERCE CREDIT CARD SE	9712201	12/30/2020	AMAZON MOUNTING TAPE, PAPER BAGS - LAW	10-200-50130	26.00
COMMERCE CREDIT CARD SE	9712201	12/30/2020	AMAZON MOUNTING TAPE, PAPER BAGS - LAW	10-200-50700	11.99
COMMERCE CREDIT CARD SE	3957869	12/30/2020	AMAZON FLASH DRIVES - LA	10-200-50700	41.08
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					286.79
Vendor COMMGN - COMMERCE CREDIT CARD SERVICES Total:					286.79
Vendor: CON170 - CONCO COMPANIES					
Vendor: CON170 - CONCO COMPANIES					
CONCO COMPANIES	7001500101	12/30/2020	5/8 INCH STONE - SEWER	20-700-51000	190.68
Vendor CON170 - CONCO COMPANIES Total:					190.68
Vendor CON170 - CONCO COMPANIES Total:					190.68
Vendor: EZA150 - EZ AUTO					
Vendor: EZA150 - EZ AUTO					
EZ AUTO	324875	12/30/2020	TIRE - STS/W/S	10-300-71000	35.00
EZ AUTO	324875	12/30/2020	TIRE - STS/W/S	20-600-71000	70.00
EZ AUTO	324875	12/30/2020	TIRE - STS/W/S	20-700-71000	70.00
Vendor EZA150 - EZ AUTO Total:					175.00
Vendor EZA150 - EZ AUTO Total:					175.00
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
Vendor: ORE145 - O'REILLY AUTOMOTIVE, INC					
O'REILLY AUTOMOTIVE, INC	2367-337694	12/28/2020	GENERATOR ANTIFREEZE - SEWER	20-700-50130	21.98
O'REILLY AUTOMOTIVE, INC	2367-338354	12/30/2020	MEADOWS WEST GENERATOR BATTERY - SEWER	20-700-51000	90.69
O'REILLY AUTOMOTIVE, INC	2367-338412	12/30/2020	SILICONE - SEWER	20-700-51000	8.49
O'REILLY AUTOMOTIVE, INC	2367-338525	12/30/2020	BATTERY CHARGER - SEWER	20-700-52000	159.99

Pending Expense Approval Report - 1

Post Dates: 12/23/2020 - 12/30/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
O'REILLY AUTOMOTIVE, INC	2367-338587	12/30/2020	TAIL LIGHT BULB - SEWER	20-700-71000	2.18
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					283.33
Vendor ORE145 - O'REILLY AUTOMOTIVE, INC Total:					283.33

Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO
Vendor: SPR275 - SPRINGFIELD WINWATER WORKS CO

SPRINGFIELD WINWATER WO	321232 01	12/28/2020	ELBOWS - WATER	20-600-51000	51.80
SPRINGFIELD WINWATER WO	321305 01	12/28/2020	PIPE JOINT COMPOUND - WATER	20-600-50130	11.66
SPRINGFIELD WINWATER WO	321292 02	12/28/2020	BRASS WATER PARTS - WATER	20-600-50130	19.16
SPRINGFIELD WINWATER WO	321315 01	12/28/2020	REPAIR SUPPLIES - WATER	20-600-50130	564.98
SPRINGFIELD WINWATER WO	321345 01	12/28/2020	REPAIR CLAMPS - WATER	20-600-51000	209.26
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					856.86
Vendor SPR275 - SPRINGFIELD WINWATER WORKS CO Total:					856.86

Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT
Vendor: SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT

SPRINGFIELD-GREENE COUNT	DEC2020	12/30/2020	ROUTINE LAB TESTS - WATER	20-600-50200	117.00
Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:					117.00
Vendor SPR200 - SPRINGFIELD-GREENE COUNTY HEALTH DEPARTMENT Total:					117.00

Vendor: WTV100 - WILLARD HOME CENTER LLC
Vendor: WTV100 - WILLARD HOME CENTER LLC

WILLARD HOME CENTER LLC	B156397	12/28/2020	DUCT TAPE - WATER	20-600-50130	14.19
WILLARD HOME CENTER LLC	B156403	12/28/2020	TARP - SEWER	20-700-50130	4.99
WILLARD HOME CENTER LLC	D33784	12/28/2020	READY-MIX CONCRETE & NAILS - WATER	20-600-51000	7.89
WILLARD HOME CENTER LLC	D33827	12/28/2020	READY-MIX CONCRETE - WATE	20-600-51000	4.40
WILLARD HOME CENTER LLC	D33836	12/28/2020	STAKE FLAGS - WATER	20-600-50130	64.29
WILLARD HOME CENTER LLC	D34403	12/28/2020	CUTTING WHEELS - STS	10-300-50130	32.34
WILLARD HOME CENTER LLC	B157034	12/28/2020	STRAW BALE - WATER	20-600-51000	5.99
WILLARD HOME CENTER LLC	D34689	12/28/2020	PAINT BRUSHES & STRAW BALE - STS	10-300-50130	18.44
WILLARD HOME CENTER LLC	D34726	12/28/2020	BACKHOE CAGE PAINT - STS	10-300-50130	9.98
WILLARD HOME CENTER LLC	B157456	12/30/2020	PLUG FUSE & GFI - SEWER	20-700-51000	31.48
WILLARD HOME CENTER LLC	B157462	12/30/2020	BRASS PARTS - SEWER	20-700-51000	23.85
WILLARD HOME CENTER LLC	D35111	12/30/2020	BRASS PARTS & TEFLON - SEWER	20-700-51000	25.73
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					243.57
Vendor WTV100 - WILLARD HOME CENTER LLC Total:					243.57

Grand Total: 2,153.23

Report Summary

Fund Summary

Fund	Expense Amount
10 - GENERAL FUND	359.90
20 - WATER AND SEWER FUND	1,793.33
Grand Total:	2,153.23

Account Summary

Account Number	Account Name	Expense Amount
10-100-50130	SUPPLIES-GCG	9.43
10-100-50700	OFFICE SUPPLIES-GCG	30.58
10-100-50750	POSTAGE-GCG	88.00
10-200-50130	SUPPLIES-LAW	26.00
10-200-50700	OFFICE SUPPLIES-LAW	53.07
10-200-92500	UNIFORMS-LAW	39.58
10-250-50130	SUPPLIES-COURT	1.75
10-300-50130	SUPPLIES-STREETS	60.76
10-300-71000	VEHICLE REPAIR & MAIN	35.00
10-400-50130	SUPPLIES-P&D	1.75
10-400-50700	OFFICE SUPPLIES-P&D	13.98
20-600-50130	SUPPLIES-WATER	685.61
20-600-50200	LABORATORY FEES-WAT	117.00
20-600-51000	REPAIRS AND MAINTEN	279.34
20-600-71000	VEHICLE REPAIR & MAIN	70.00
20-700-50130	SUPPLIES-SEWER	38.29
20-700-51000	REPAIRS AND MAINTEN	370.92
20-700-52000	SUPPLIES SMALL EQUIP	159.99
20-700-71000	VEHICLE REPAIR & MAIN	72.18
Grand Total:	2,153.23	

Project Account Summary

Project Account Key	Expense Amount
None	1,962.55
5100020	190.68
Grand Total:	2,153.23

Public Works Report

December 2020

Water

- The water department spent the month on routine operations including collecting water samples, monthly meter reading, daily monitoring of our four wells and maintenance on our chlorine monitoring systems.
- We completed 77 utility locates for the month.
- We completed 117 Work orders for the month.
- We had a Major Water leak on Lynn Drive that took a significant amount plumbing to fix due to the way it was originally tied in to service the last 3 houses on the line.
- We fixed a water leak at 100 Emily that could have been a contributor to our water loss, the leak had been draining into the storm sewer for some time.
- We fixed a leak at the end of Cherry Lane on our 2" main.
- We fixed a leak on Farm Road 112 that was definitely a contributor to our water loss. We also found a hydrant at this location that was unmetered, it has now been removed.
- We have started auditing water meter readings; this was prompted by finding some irrigation meters that were reading incorrectly.
- The old 6" water main that ran across the field from Proctor Road to Car X has been abandoned in place; it was replaced with a new 8" main that services the new subdivision and loops it into the system.
- All Dirt work, straw and seeding has been done on Lynne, EE and Cherry Lane.

Sewer

- We have completed smoke testing the entirety of our regional drainage basin finding 23 deficiencies.
- We fixed a leaking lateral connection at 410 Grand Prairie that was probably a major contributor to I&I into the B lift station (this was a difficult 1½ day fix).
- We have started mapping and inspections in our D drainage basin. The maps for this area need significant updating as they are not very accurate.
- We located 3 manholes during our inspections that were buried, all three were located on Jacaranda, we have since put risers on these and brought them above ground level.
- Most of the air relief valves for our force mains have been cleaned and serviced.
- All lift station have been cleaned and had the first round of grease removal completed.

- The Meadows East lift station is back online, we had an electrical issue that was very difficult to trace down. Backup electrical parts have been ordered so hopefully this won't be such an issue if it happens again.
- All the generators have been inspected and are in working order except for B lift stations generator. We have a call in for service at this time.
- I have completed the online training for the new E-DMR system, and successfully filed the first report.

Streets

- The new box culverts on New Melville are done.
- All salt spreaders have been put through a trial run and are in working order.
- We have built a service cage for the backhoe to allow multiple people to be lifted up in the bucket. This will allow us to trim limbs and do other tasks that involve height safely.
- The 2017 Silverado that was hit by the contractor has been repaired.

Equipment Usage and Repairs

December 2020

Equip #	Description	Prior Month Miles/Hours	Current Month Miles/Hours	Monthly Usage	Service and Repairs	YTD Repair Cost
1	2013 Ford F-150	86,913	87,714	801	\$0.00	\$0.00
2	2004 Chevy 1 Ton Dump	148,123	149,213	1,090	\$0.00	\$207.77
3	2003 Chevy 1 Ton Utility - Sewer	178,497	179,469	972	\$175.00	\$601.10
4	1998 Dodge 1/2 Ton FB	127,969	128,010	41	\$0.00	\$0.00
5	2001 Chevy 1500	112,804	113,495	691	\$0.00	\$0.00
6	2000 Chevy 3/4 Ton FB	149,429	150,088	659	\$0.00	\$22.86
7	1993 Ford 1 Ton Utility - Water	94,694	94,694	-	\$0.00	\$92.90
8	2005 International 3200 Dump	21,569	21,569	-	\$0.00	\$1,328.49
9	2017 Chevy Silverado	34,149	35,180	1,031	\$0.00	\$115.39
10	Water Van	384	384	-	\$0.00	\$0.00
11	1998 Chevy S-10	157,259	157,259	-	\$0.00	\$14.67
12	Case Backhoe	3,436	3,484	48	\$0.00	\$329.33
13	60XT Case Skid Steer	1,568	1,568	-	\$0.00	\$177.07
14	JD Tractor	3,199	3,199	-	\$0.00	\$228.70
15	Kubota RTV 1100	930	930	-	\$0.00	\$161.20
					\$175.00	\$3,279.48

Description of Repair/Service	
PD#1	2013 Dodge Charger
PD#2	2013 Dodge Charger
PD#3	2013 Dodge Charger
PD#4	2017 Ford Explorer
PD#5	2019 Dodge Charger
PD#6	2013 Dodge Charger
PD#7	2017 Ford Explorer
PD#8	2008 Harley Davidson

Monthly Water Loss 2020

Current Month

12

Month
 Amount of Gallons Pumped
 Dollar Amount Sold
 Gallons of Water Sold
 Flushing
 Leaks/Adjustments
 City Usage (not billed)
 Fire Department Usage
 Tower Overflows
 Residuals

January	February	March	April	May	June	July	August	September	October	November	December	Annual Average	Annual
23,515,800	22,019,099	21,587,400	23,705,100	23,554,899	26,618,200	31,090,900	30,676,700	31,592,100	26,808,800	27,806,400	27,022,000	26,333,117	315,997,398
\$76,849,76	\$70,933,59	\$75,541,29	\$73,464,85	\$75,672,66	\$84,242,37	\$91,840,70	\$93,248,75	\$100,567,66	\$85,741,50	\$82,096,06	\$79,034,93	\$82,436,18	\$983,234,12
15,381,000	12,980,000	14,867,000	14,096,000	14,681,000	18,067,000	21,229,000	21,662,000	24,193,000	17,927,000	17,201,000	20,381,524	17,722,294	212,667,524
0	0	43,200	0	0	0	0	10,000	0	15,000	10,000	0	6,517	78,200
10,000	5,000	50,000	100,000	0	165,000	0	75,000	130,000	105,000	70,000	120,000	69,167	830,000
25,000	19,000	55,000	234,000	3,000	288,000	183,000	180,000	74,000	34,000	52,000	28,000	97,917	1,175,000
0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0
45,000	45,000	45,000	45,000	45,000	45,000	45,000	40,000	45,000	45,000	45,000	45,000	44,583	555,000

Total Gallons Accounted For
 % Water Loss
 Amount of Water Lost

15,461,000	13,049,000	15,060,200	14,477,000	14,729,000	18,565,000	21,457,000	21,967,000	24,442,000	18,126,000	17,378,000	20,574,524	107,642,862	215,285,724
34.25%	40.74%	30.24%	38.93%	37.47%	30.25%	30.99%	28.39%	22.65%	32.39%	37.50%	23.86%	31.87%	
8,054,800	8,970,099	6,527,200	9,228,100	8,825,899	8,053,200	9,633,900	8,709,700	7,150,100	8,682,800	10,428,400	6,447,476	8,392,640	100,711,674

Willard North #1
 Willard South #2
 Meadows West #1
 Meadows East #2
 Correction per MRWA Willard Well 1&2
 Total Water Pumped

2,126,800	2,178,000	2,207,700	2,189,000	2,320,900	2,605,600	3,719,300	3,354,300	3,183,200	2,993,900	2,990,500	2,754,500	2,718,642	32,623,700
2,506,300	2,551,900	2,340,700	2,700,700	2,295,899	3,203,600	4,139,900	4,326,700	4,560,300	3,624,400	4,746,900	3,611,600	3,392,592	40,711,099
10,630,700	9,688,199	9,275,000	10,450,400	9,607,100	11,387,800	12,807,700	12,812,700	13,592,600	11,709,500	12,000,000	11,223,900	11,265,467	135,185,599
9,252,000	8,601,000	8,754,000	8,986,000	10,331,000	10,319,000	11,424,000	11,183,000	11,256,000	9,481,000	9,069,000	9,432,000	9,841,500	118,098,000
-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	-1,000,000	0	-916,667	-11,000,000
23,515,800	22,019,099	21,587,400	23,326,100	23,554,899	26,618,200	31,090,900	30,676,700	31,592,100	26,808,800	27,806,400	27,022,000	26,301,533	315,618,998

City Commercial Irrigation
 City Commercial 1 SPF
 City Commercial 3 Water only
 City Residential Irrigation
 City Residential 1 SPF
 City Residential 3 Water Only
 Rural Irrigation
 Rural Residential 1 SPF
 Rural Residential 2 Lagoon
 Rural Residential 3 Water Only
 Rural Commercial 2 Lagoon
 Rural Commercial 3 Water only
 Rural Commercial 1 SPF
 Zero-Non Billed
 Number of Total Customers

14	14	14	14	14	14	14	14	14	14	14	14	14	14
128	126	125	126	125	126	126	127	131	130	131	131	128	
18	20	19	20	21	19	20	18	18	19	20	20	19	161
2	2	2	3	3	3	3	4	4	4	4	3	3	
1984	1982	1995	1996	1998	2015	2015	2014	2015	2025	2015	2021	2,006	
71	73	74	73	73	72	73	72	73	72	72	73	73	2,082
4	4	4	4	4	4	4	4	4	4	4	5	4	
9	8	9	8	8	8	8	9	8	8	8	8	8	
275	276	276	276	277	278	277	280	279	278	277	275	277	
861	863	866	867	870	874	871	877	871	875	874	876	870	1,160
3	3	3	3	3	3	3	3	3	3	3	3	3	
12	12	12	12	12	12	12	12	12	12	13	13	12	
0	0	0	0	0	0	0	0	0	0	0	0	0	
11	11	11	11	10	10	10	10	10	10	10	10	10	26
3392	3394	3410	3413	3418	3438	3436	3444	3442	3454	3445	3452	3428	3428

Parks and Recreation - Director's Report – January 2021

Department Tasks

Quote of the Month: “For a true writer, each book should be a new beginning where he tries again for something that is beyond attainment. He should always try for something that has never been done or that others have tried and failed. Then sometimes, with great luck, he will succeed.” Ernest Hemingway

Budget

With a new year, I am excited again to continue improving all aspects of the Parks Department. Some of the things that will see focus this year from a budget perspective include small projects to improve efficiency such as motion sensing lights in restrooms, sourcing less expensive custodial supplies where available, and reducing seasonal labor costs through more efficient scheduling. Additionally, I would like to see revenue improve. We are again focusing on re-engaging local sports teams and clubs, improving the marketing our summer camps, and seeking out new programs that will have a low overhead to reach markets that are currently untapped (enrichment, education, art, cultural, etc). I expect to be more successful meeting these goals in 2021.

Event/Program Planning and Recap

We are working on an adult pickleball league (low spectatorship) for the first quarter of 2021. We currently anticipate offering outdoor soccer in the spring, but we are not planning to offer indoor volleyball at current juncture. We have began taking registrations for Freedom Fest and are working on a scaled and safe reopening plan for the Rec, even if it is not a full scaled opening. I anticipate this timeline to be around February 1. I feel this should mitigate infection risk somewhat vs an early January opening.

Maintenance

We are currently hiring for the open maintenance position. Maintenance has been working on light removal at the trailhead, tree damage clean up, and prioritizing efficient work spaces. I am working with Ray and some community volunteers to help improve the Recycling Center hours of operation, site cleanliness, and to provide the public with a convenient way to protect the environment.

Park Board

I have 2 openings on the Park Board for community members who reside within city limits. Recommendations are welcome. Potential members would ideally be passionate about parks and recreation and/or have a strong volunteer spirit or widespread community influence.



Willard Police Department
December 2020 - Monthly Statistical Report



Administration	Officer – DSN	Case #'s
Tom McClain, Chief	1601-001	22
Shannon Shipley, Lt.	1602-003	21
	Total	43

Squad #1	1603-044	Billie Deckard, Cpl	24	Squad #2	1604-027	Steve Purdy, Cpl. Investigator	34
	1607-050	Caleb Steen, Officer	27		1609-051	Wayne Hansen, Officer	50
	1610-047	Glenn Cozzens, Officer	21		1608-054	Stefan Collette, Officer	63
	1610-055	Michael Tinsley, Officer	7		1606-053	Meagan Collins, Officer	60
	1605-056	Mark Cole, Officer	3				
	Total		82		Total		207

Reserves	Officer	Officer Names	Case #'s	Hours
	1630-024	Clint Heimbach, SRO	1	
	1631-045	Cindy Garton, SRO	3	
	1632-052	Mark Riffin, SRO		
	1641-014	Brian Gordon, Reserve		
	1642-015	JD Landon, Reserve	1	11.5
	1645-035	Brian Hinkle, Reserve		
	1646-031	Andrew Hunt, Reserve		
	1643-048	Tim Wheeler, Reserve		
	1647-049	Brandon Bond, Reserve		2.25
	Total		5	
Total Incidents for the month...			337	

Incident Statistics

Felony	14	HBO (Handled by Officers)	163
Misdemeanor	6	Use of Force	0
Infraction	116	Dog at Large	10
Other (Services)	198	Neglect- 0 / Abuse-0 / Bites-1	

Vehicle Maintenance

Vehicle	Odometer Reading	Monthly Mileage	Shifts Used	Miles per Shift	Monthly Maintenance	Year to Date Maintenance
WPD-01 2013 Charger	114,415	973	22	44		108.99
WPD-03 2013 Charger	148,200	211	5	42		2371.52
WPD-04 2018 Explorer	67,521	509	7	73		1292.74
WPD-05 2019 Charger	42,385	3361	43	78		10.60
WPD-06 2020 Charger	31,499	2725	30	91		402.59
WPD-07 2017 Explorer	16,214	144	6	24		0
WPD-08 M Harley	5740	0	0	0		0

Vehicle Maintenance Details

WPD-01:	WPD-04:
WPD-05:	WPD-06:
WPD-03:	WPD-07:

Misc. Dept. Info:

Planning and Development Report
JANUARY 14, 2021

Ongoing Projects-

ATM Commercial Subdivision Phase 2 Gauge Crossing Subdivision- The box culvert replacement project has been completed by the developer's contractor. Final grading and grass re-establishment is pending.

Canterbury Place Subdivision- Staff has inspected 4- footings and 4- foundation wall for the developer. Framing has started on one of the lots.

Hunt Rd. Sidewalk TAP-5944(804) – Project has been completed, staff is planning and coordinating with Public Works and Parks to include tie ins at Becky St. and Wright St.

North Brook Apartments- work continues on the inside and outside.

R-1 Buildings – Staff currently has eight-teen (18) single family home permits issued.

West Ridge- The developer is waiting on APAC to sidewalks

Miller Rd. Project- Hartman Construction mobilized a concrete crew and has completed replacing the driveway approaches and also some sidewalk sections. They most likely are done until spring.

CMH- Staff has now received construction plans for the new CMH Clinic facility and we are currently reviewing those for building code compliance.

Stone Creek Phase 2 and 3- Staff is currently awaiting construction plans from the developer.

Hoffman Hills Subdivision- Staff is awaiting a preliminary development plan and plat for review.

Additional projects – yearend filing of completed project permits , water policies and meter fees review, wastewater engineering report, assisting other departments as needed.

Planning Assistant- Please find the attached monthly update from Abby.

If you have any questions, please contact me at City Hall or develop@cityofwillard.org
Randy Brown, Director of Development

Planning and Development:

5 permits were issued in December totaling \$2,964.35 in permit fees collected and brings the total estimated construction for the year to \$5,734,996. Total fees collected \$89,569.80.

Attended the Pre-Treatment survey meeting, assisted in packaging and mailing surveys.

Attended a Substantial Damage Workshop taught by SEMA.

Completed the monthly update for Simple City.

Completed the yearly update for Simple City to issue permits for 2021.

Prepared and mailed invoices for engineer review fee reimbursement.

Mapping:

Manhole, sewer line map for Lift station D was made for Public Works.

City limits with water map was made for Brad.

Online sewer and water data is being updated as edits come to me.

Sketches for the pre-treatment survey are being made with collaboration with Public Works and business owners, when requested.

Prosecuting Clerk:

485 Open cases without dispositions (301 have active warrants)

237 Open cases with dispositions, are pending payments (193 have active warrants)

111 Probation cases (25 have a class or community service hours to complete)

19 Deferred cases (4 have a class to complete)

2 Discoveries were sent to defense attorneys

There were 2 trials in December, and 3 scheduled for February

7 plea offers were sent to defense attorneys

Scanned and confirmed the 2020 end of retention files.

Destroyed the 2020 Retention paper files after approval.

-Abigail Brixey

CITY CLERK: (Informational only) DECEMBER 2020

- ~Issued 36 Business Licenses. (Renewals coming in)
- ~Assisted other departments with grant paperwork and research.
- ~Completed all Agendas, packets, Proclamations, Resolutions, Ordinances and typed Minutes for BOA, BOADJ, P&Z, ECDTF, Traffic Committee and Tree Board.
- ~Updated website with new information.
- ~Managed and reported all calls for Streetlights out in town.
- ~Handled citizen complaints and directed to the appropriate department heads.
- ~Ensured public notices were completed and sent to the paper.
- ~Completed Sunshine requests as received.
- ~ Kept General Code updated with newly passed Ordinances.
- ~Assisted with code research.
- ~Put together Election packets and prepared for filing to open.
- ~Assisted with Sewer Survey list.

EMERGENCY MANAGEMENT: (Informational only) DECEMBER 2020

- ~ Monitored Coronavirus information daily for our area.
- ~Picked up and delivered PPE Supplies for PD and Emergency Management.
- ~Distributed some supplies to City Departments.

COVID-19:

We are continuing to monitor the Covid-19 situation within Willard. Staff is continuing to stay up to date with the Greene County recommendations and updating our website to reflect any changes. City hall has remained closed to walk-ins, and staff is continuing with safety protocols for managing cleanliness. Masks are continuing to be used by employees within City Hall.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Willard Municipal Court	Reporting Period: Dec 1, 2020 - Dec 31, 2020	
Mailing Address: 224 W JACKSON ST, WILLARD, MO 65781				
Physical Address: 224 W JACKSON ST, WILLARD, MO 65781			County: Greene County	Circuit: 31
Telephone Number:		Fax Number:		
Prepared by: JESSICA TRUITT		E-mail Address:		
Municipal Judge: Kristoffer Barefield				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		18	382	142
B. Cases (citations/informations) filed		0	18	7
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	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		3	35	7
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	12	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	17	3
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		3	64	10
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		15	336	139
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	18	1. # Issued during reporting period		0
2. # Served/withdrawn during reporting period	15	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	552			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Willard Municipal Court	Reporting Period: Dec 1, 2020 - Dec 31, 2020
---------------------------------	---------------------------------------	--

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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.	
Fines - Excess Revenue	\$3,412.50	Court Automation	\$327.98
Clerk Fee - Excess Revenue	\$316.00	Law Enf Arrest-Local	\$14.59
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Other Disbursements	\$342.57
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$5,320.10
Total Excess Revenue	\$3,728.50	Bond Refunds	\$20.78
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$5,340.88
Fines - Other	\$430.00		
Clerk Fee - Other	\$199.40		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$46.84		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$334.08		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$6.71		
Law Enforcement Training (LET) Fund surcharge	\$94.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$138.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,249.03		

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 6

Discussion/Vote to approve donation to the Parks Department.



NewTek Energy LLC. is a Missouri corporation with its heart located in the in Willard area. Our close ties to the Willard community is why we feel strongly about sharing our product line, and providing our park system with items that will enhance the park experience for our friends and neighbors.

We have three of our five products that we would like to donate to the City of Willard Parks Department. Each of these items contain a solar component that will allow users access to energy for recharging their electronic devices.

All of our products are equipped with top quality components. Additionally, the steel used in fabrication is powder coated to provide the longest life possible in the outdoors.

Item number one is our Grasshopper. This unit features a rigid solar panel that provides power for USB outlets that are located on the column just above the bistro size table. This unit was designed to be placed in off grid locations. It can easily be installed with a simple concrete footing next to existing benches and tables, hiking trails, walking paths, bicycle trails, etc.



Suggested retail price: \$2,400.00

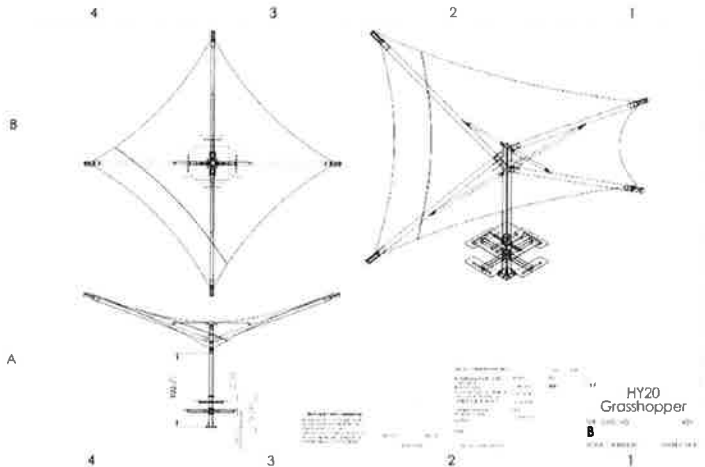
Item number two is our Solis Premier Bench. This unit features a stylish curved solar platform with a flexible solar panel that provides power for the two Qi wireless induction chargers located in the armrests of the bench. This unit has a heavy duty powder coated metal frame combined with Amish handcrafted reclaimed oak wood from nearby Elkland MO. This unit is secured to the ground with a simple concrete footing.



Suggested retail price: \$5,999.00



The third product is our Helios Table Unit. It combines an eight person table with a 20'x20' Shade structure. This product utilizes two solar panels to provide power to both USB ports as well as A/C power outlets. This will allow users to take their work outdoors while staying connected to school or the office. There is plenty of room for laptops and other electronic devices.



Suggested retail price: \$20,000.00

We would like to donate these products with the understanding that NewTek Energy, LLC and its agents will have access to the products for purposes such as filming of commercials, photographs for marketing, and to periodically change out or add devices for testing. Such devices may include emergency beacons, LED lights, WIFI, etc.

As part of the donation we also ask that the city of Willard and the Park Department cover the cost for the concrete footing to be installed. NewTek Energy, LLC will be onsite for the actual installation of each device.

Attached please find Engineering, manufacturing design information along with detailed features for the products described above. Please note that the three items being donated have already been manufactured and assembled. Therefore each product may feature some but not all of the available features possible for the various units.

GRASSHOPPER**PRICE****BASE**

Rigid Solar panel mount	\$2,400
Curved Solar panel mount	\$2,600

Options

Custom Powder Coat RAL COLOR	\$350
Information sign (full color print, customer supplied artwork)	\$60
Emergency Class 1 Blue Beacon light	\$300
Emergency Siren Siren Class A	\$250
Emergency combination Class 1 Blue Beacon light and Siren	\$500
Hot Spot (Communication box, Hotspot device, 55ah batt, Wiring)	\$340

SOLIS PREMIER BENCH**BASE**

RECLAIMED OAK RUSTIC FINISHED AND CLEAR SEALED	\$5,999
RECLAIMED OAK NATURAL FINISHED AND CLEAR SEALED	\$5,899
SOUTHERN YELLOW PINE FINISHED AND SEALED	\$5,749
Can Paint/Stain Yellow Pine only	

OPITONS

Information sign (full color print, customer supplied artwork)	\$60
Emergency Class 1 Blue Beacon light	\$300
Emergency Siren Siren Class A	\$250
Emergency combination Class 1 Blue Beacon light and Siren	\$500
Hot Spot (Communication box, Hotspot device, 55ah batt, Wiring)	\$340

SOLIS BASIC BENCH**BASE**

MODERN Color selection is on order form	\$1,155
URBAN Color selection is on order form	\$1,400
CLASSIC TWO TONE Color selection is on order form	\$1,750

OPTIONS

Information sign (full color print, customer supplied artwork)	\$60
Emergency Class 1 Blue Beacon light	\$300
Emergency Siren Siren Class A	\$250
Emergency combination Class 1 Blue Beacon light and Siren	\$500
Hot Spot (Communication box, Hotspot device, 55ah batt, Wiring)	\$340

APOLLO**BASE**

Structure with 2 Qi induction chargers	\$16,750
--	-----------------

OPTIONS

Vinyl Table cover (Table only)	\$350
Please send artwork to	
Include order number customer email in the Artwork email	
(full color print, customer supplied artwork)	

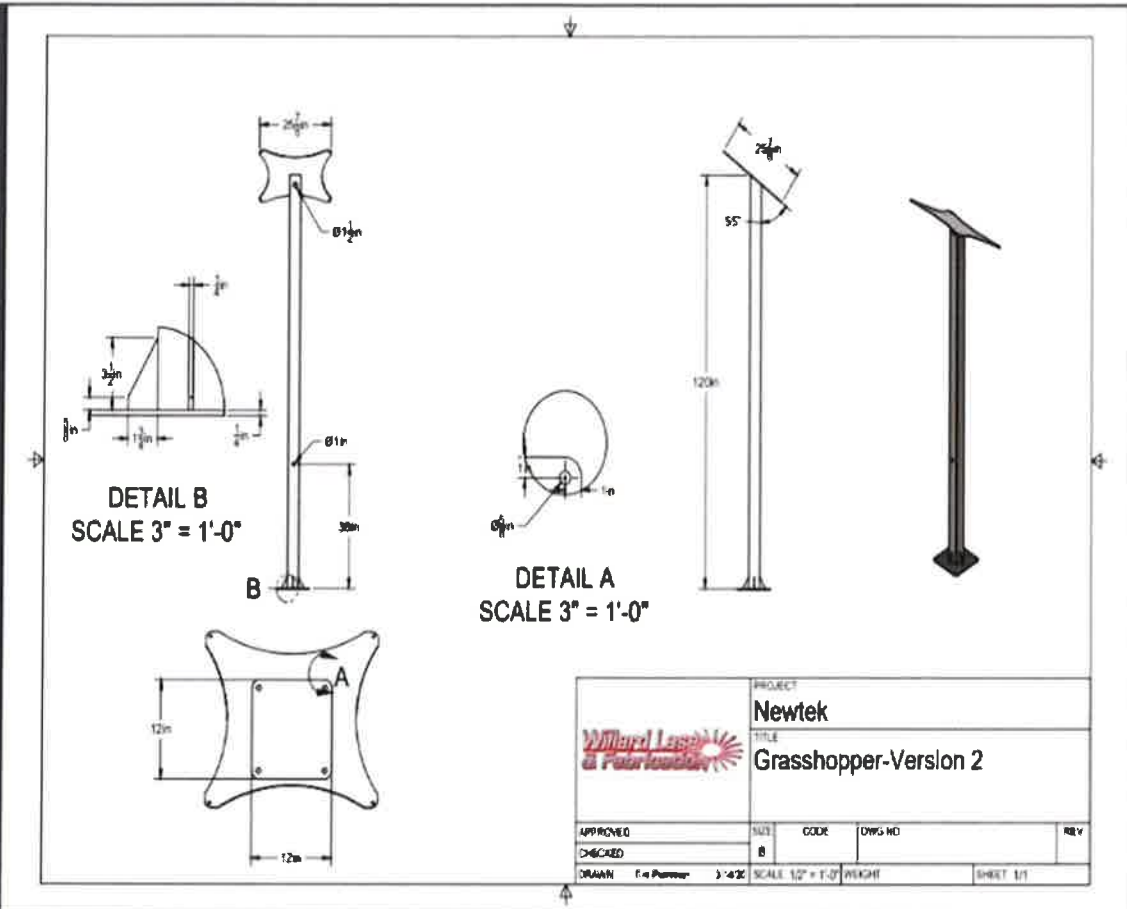
Information sign	(full color print, customer supplied artwork)	\$60
Emergency Class 1 Blue Beacon light		\$300
Emergency Siren	Siren Class A	\$250
Emergency combination Class 1 Blue Beacon light and Siren		\$500
Hot Spot	(Communication box, Hotspot device, 55ah batt, Wiring)	\$340

HELIOS

BASE	Structure with standard fabric selection	\$20,000
-------------	--	-----------------

OPTIONS

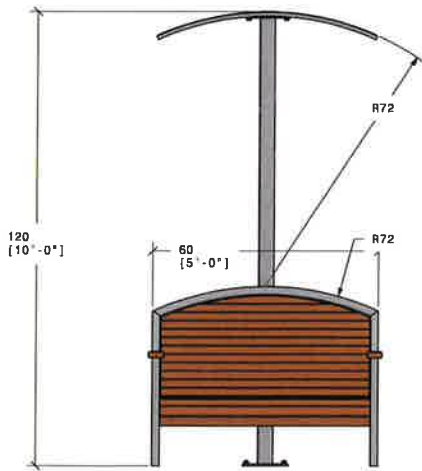
Custom Powder Coat RAL COLOR		\$350
Fabric ARCHITEC 400		\$400
Additional Fabric Color #2		
Comtex		\$350
Architec 400		\$520
Vinyl Table cover	(Table only)	\$350
Please send artwork to		
Include order number customer email in the Artwork email		
(full color print, customer supplied artwork)		
QI Induction charging	(Table only)	\$300
Information sign		\$60
Emergency Class 1 Blue Beacon light		\$300
Emergency Siren	Siren Class A	\$250
Emergency combination Class 1 Blue Beacon light and Siren		\$500
Hot Spot	(Communication box, Hotspot device, Wiring)	\$200



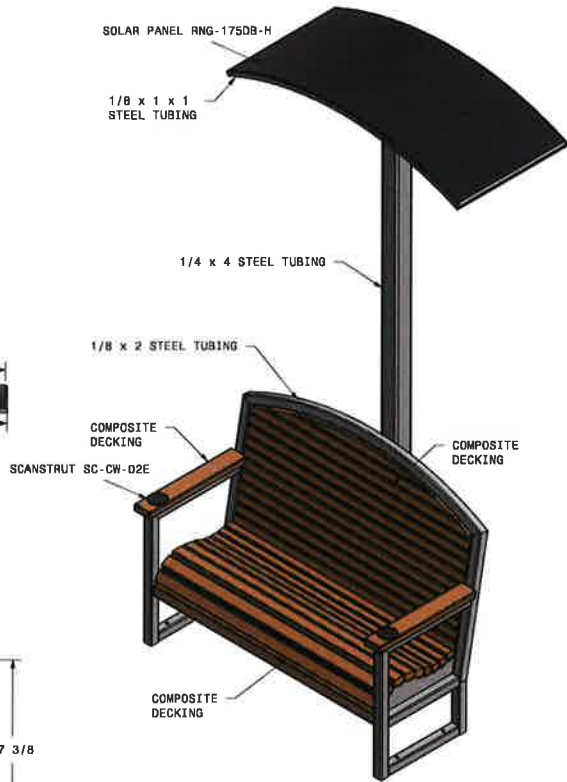
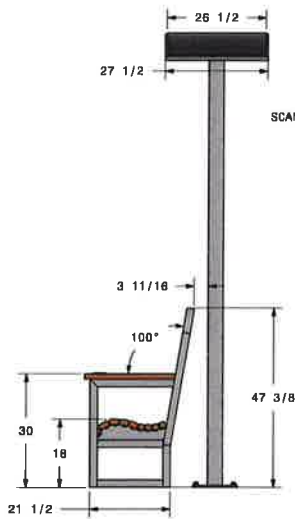
PROJECT				
Newtek				
TITLE				
Grasshopper-Version 2				
APPROVED	SU3	CODE	DWG NO	REV
CHECKED	B			
DRAWN	E. A. Parmer	3'-0" = 1'-0"	WEIGHT	SHEET 1/1



TOP VIEW



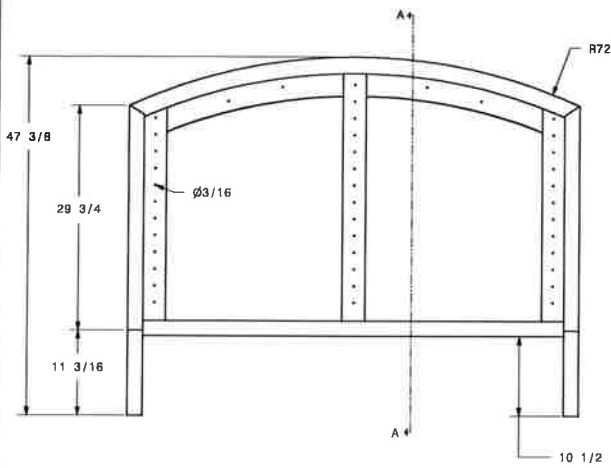
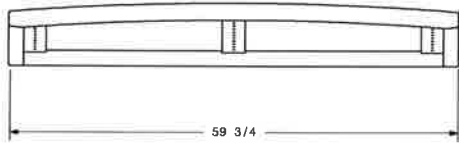
BENCH AND POST
SCALE 1/2"=1'



REVISIONS:	1.1
WOP:	0000
DATE:	10/18/2020
NTE LLC	
DEPT: EXTERIOR	ITEM: SOLAR BENCH
DRWN BY: MM	SCALE: 000000
ITEM #:	000000
SEE COVER FOR WOOD/FINISH	
SHEET: 1 OF 11	

CUT LIST						
#/ITEM	PART NUMBER	QTY	THICK	WIDTH	LENGTH	MATERIAL TYPE
1	SLAT SUPPORT-01	2	0.250	3.000	28.571	STEEL PLATE
2	SLAT SUPPORT-02	1	0.250	3.000	33.188	STEEL PLATE
3	RAIL-02	2	0.125	2.000	56.000	SQUARE STEEL TUBE
4	VERTICAL-01	2	0.125	1.000	11.238	SQUARE STEEL TUBE
5	VERTICAL-02	1	1.000	1.000	30.214	SQUARE STEEL TUBE
6	VERTICAL-03	1	0.125	2.000	30.214	SQUARE STEEL TUBE
7	ARCH RAIL-01	1	0.125	2.000	61.888	SQUARE STEEL TUBE
8	SLAT SUPPORT-03	2	0.250	4.082	24.788	STEEL PLATE
9	VERTICAL-05	2	0.125	2.000	28.500	SQUARE STEEL TUBE
10	RAIL-03	2	0.125	2.000	17.500	SQUARE STEEL TUBE
11	RAIL-04	2	0.125	2.000	22.544	SQUARE STEEL TUBE
12	RAIL-05	2	1.000	1.000	1.000	SQUARE STEEL TUBE
13	SUPPORT RIB-01	4	0.250	5.915	16.213	STEEL PLATE
14	TAB-01	18	0.250	1.000	1.500	STEEL FLAT-BAR
15	TAB-02	18	0.250	1.000	3.000	STEEL FLAT-BAR
16	SEAT SLAT-01	4	1.500	1.625	55.938	COMPOSITE DECKING
17	SEAT SLAT-02	5	1.500	2.500	55.938	COMPOSITE DECKING
18	SEAT SLAT-03	1	1.500	2.250	55.938	COMPOSITE DECKING
19	BACK SLAT-01	1	1.500	2.000	33.188	COMPOSITE DECKING
20	BACK SLAT-02	1	1.500	2.000	47.950	COMPOSITE DECKING
21	BACK SLAT-03	1	1.500	2.000	55.500	COMPOSITE DECKING
22	BACK SLAT-04	11	1.500	2.000	55.500	COMPOSITE DECKING
23	SCANSTRUT SC-CW-02E	2	1.000	1.000	1.000	SCANSTRUT SC-CW-02E
24	ARM REST-01	2	1.500	4.000	24.308	COMPOSITE DECKING
25	BASE-PLATE	1	0.500	12.000	12.000	STEEL PLATE
26	POST TUBE-01	1	0.250	4.000	117.857	SQUARE STEEL TUBE
27	TOP PLATE	2	0.250	12.000	12.000	STEEL PLATE
28	PANEL-RAIL-01	2	0.125	1.000	60.350	SQUARE STEEL TUBE
29	PANEL-RAIL-02	2	0.125	1.000	27.500	SQUARE STEEL TUBE
30	PANEL-RAIL-03	2	1.000	1.004	25.500	SQUARE STEEL TUBE
31	PANEL SUBSTRATE	1	0.060	26.500	59.185	SHEET METAL
31	ANSI B18.2.2 - 5/8 - 11, HINI	4				
33	SOLAR PANEL RNG-175DB-H	1	0.078	26.500	59.250	SOLAR PANEL RNG-175DB-H
34	91588A310 STEEL J-HOOK ANCHOR BOLT	4	1.000	1.000	1.000	5/8" x 8" J-HOOK ANCHOR BOLT McMaster-Carr #91588A310
35	ANSI B18.2.2 - 5/8 - 11, HNI	4				
36	ASME B18.21.1 - 5/8, HHSLW	4				
37	ANSI B18.22.1 - 5/8 - Regular - Type B	4				
38	ANSI B18.21.1 - 0.625	4				
39	ANSI B18.22.1 - 5/8 - narrow - Type B	4				
40	ANSI B18.2.1 - 5/8-11 UNC - 1.25, HCS1	4				

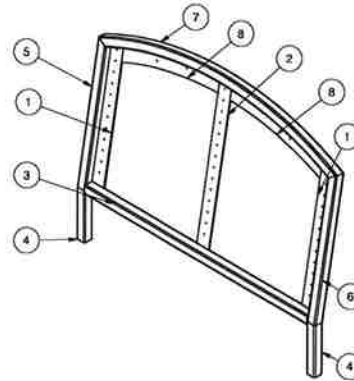
DEPT: EXTERIOR	REVISIONS: 1.1
ITEM: SOLAR BENCH	
CUTLIST	
SEE COVER FOR WOOD/FINISH	
SHEET: 3 OF 11	
NTE <small>NEW YORK</small>	
DRAWN BY: MM	WOF: 0000
SCALE: 000000	DATE: 10/18/2020
ITEM #:	



BENCH BACK
SCALE 1"=1'



SECTION A-A
SCALE 1"=1'



CUT LIST						
#ITEM	PART NUMBER	QTY	THICK	WIDTH	LENGTH	MATERIAL TYPE
1	SLAT SUPPORT-01	2	0.250	3.000	28.571	STEEL PLATE
2	SLAT SUPPORT-02	1	0.250	3.000	33.188	STEEL PLATE
3	RAIL-02	1	0.125	2.000	56.000	SQUARE STEEL TUBE
4	VERTICAL-01	2	0.125	1.000	11.238	SQUARE STEEL TUBE
5	VERTICAL-02	1	1.000	1.000	30.214	SQUARE STEEL TUBE
6	VERTICAL-03	1	0.125	2.000	30.214	SQUARE STEEL TUBE
7	ARCH RAIL-01	1	0.125	2.000	61.888	SQUARE STEEL TUBE
8	SLAT SUPPORT-03	2	0.250	4.082	24.768	STEEL PLATE

REVISIONS: 1.1

NTE
New York

DEPT: EXTERIOR

ITEM: SOLAR BENCH
DETAIL

SEE COVER FOR WOOD/FINISH

SHEET: 4 OF 11

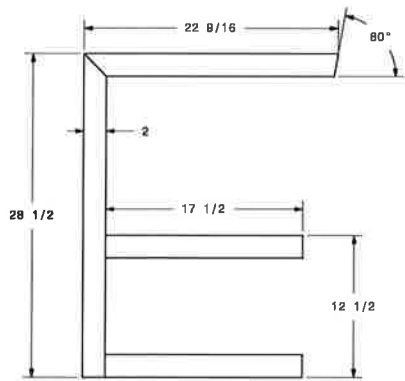
W0#: 0000

DRAWN BY: MM

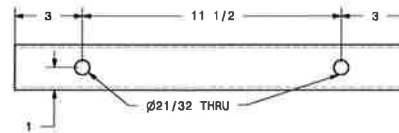
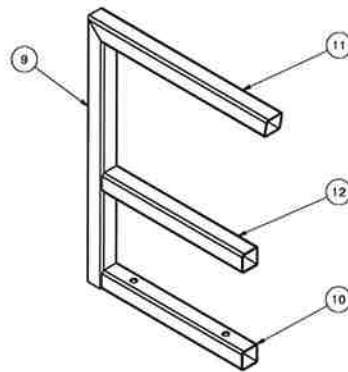
SCALE: AS NOTED

DATE: 10/18/2020

ITEM #: 000000



BENCH END
SCALE 1 1/2" = 1'
QTY - 2



RAIL-03
SCALE 1 / 4

CUT LIST (EACH)						
#ITEM	PART NUMBER	QTY	THICK	WIDTH	LENGTH	MATERIAL TYPE
9	VERTICAL-05	1	0.125	2.000	28.500	SQUARE STEEL TUBE
10	RAIL-03	1	0.125	2.000	17.500	SQUARE STEEL TUBE
11	RAIL-04	1	0.125	2.000	22.544	SQUARE STEEL TUBE
12	RAIL-05	1	1.000	1.000	1.000	SQUARE STEEL TUBE

REVISIONS: 1.1

NTE
Fabrication LLC

WCF#: 0000

DATE: 10/18/2020

DRAWN BY: MM

SCALE: AS NOTED

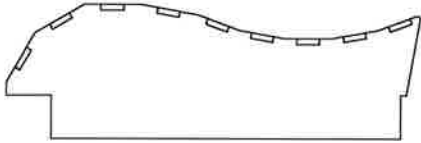
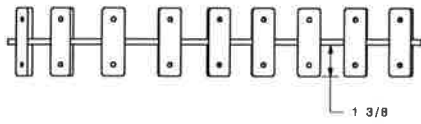
ITEM #: 000000

DEPT: EXTERIOR

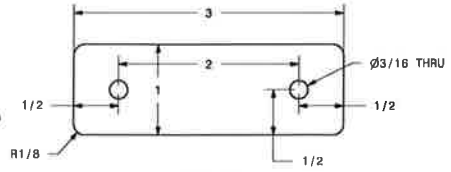
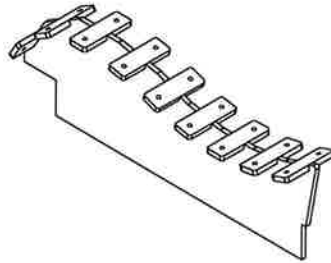
ITEM: SOLAR BENCH
DETAIL

SEE COVER FOR WOOD/FINISH

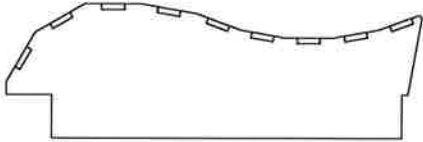
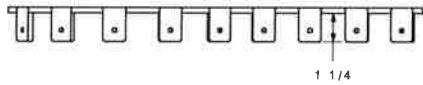
SHEET: 5 OF 11



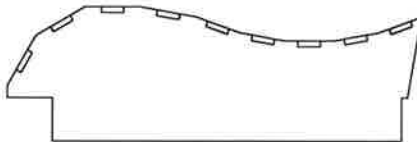
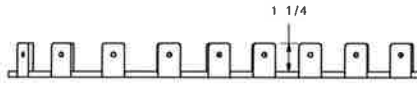
SUPPORT RIB-03
SCALE 1 / 4
QTY-2



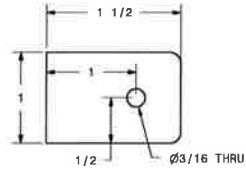
TAB-02
SCALE 1 : 1



SUPPORT RIB-01
SCALE 1 / 4



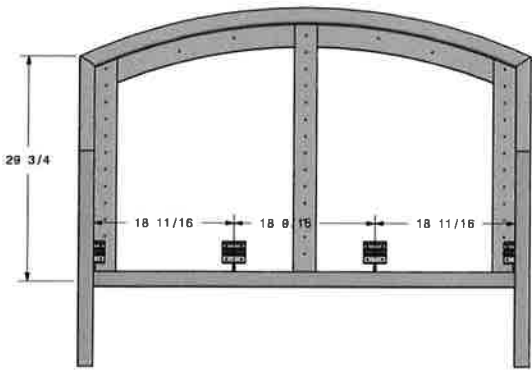
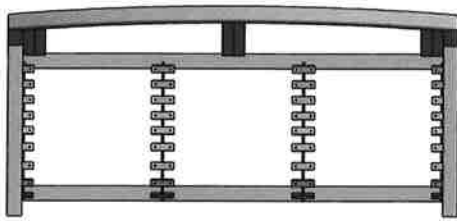
SUPPORT RIB-02
SCALE 1 / 4



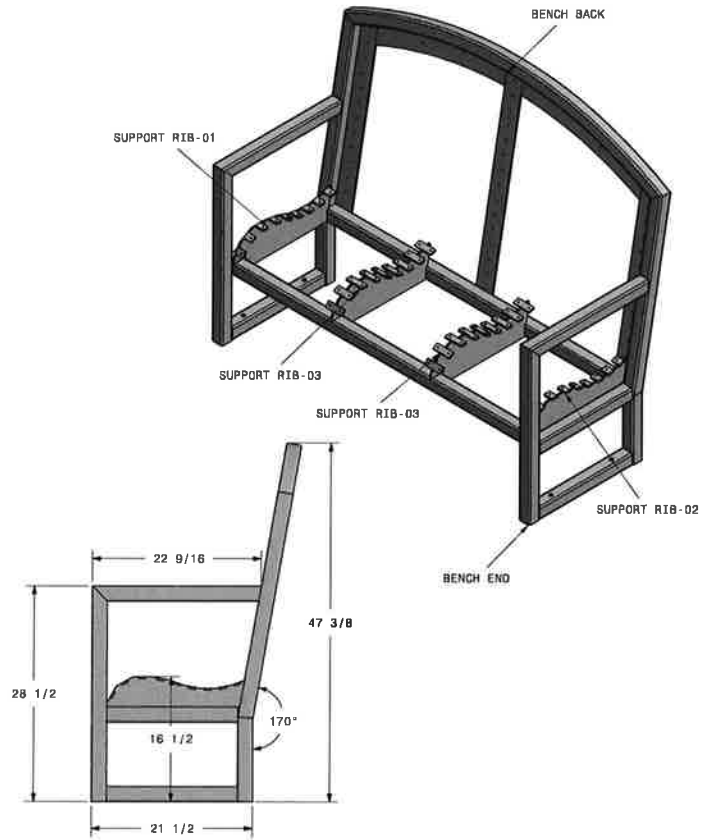
TAB-01
SCALE 1 : 1

DEPT: EXTERIOR	REVISIONS: 1, 1
ITEM: SOLAR BENCH DETAIL	WD#: 0000
SEE COVER FOR WOOD/FINISH	DATE: 10/18/2020
SHEET: 6 OF 11	SCALE: AS NOTED
	ITEM #: 000000
	DRAWN BY: MM
	SCALE: AS NOTED
	DATE: 10/18/2020
	WD#: 0000
	DATE: 10/18/2020

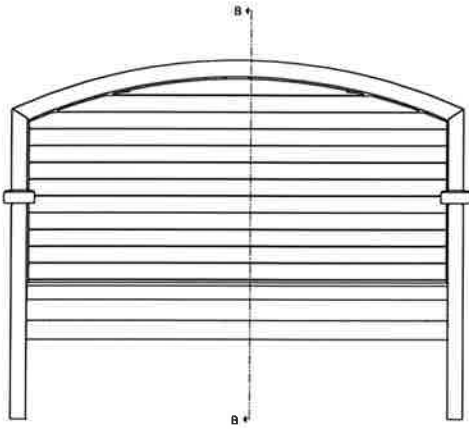
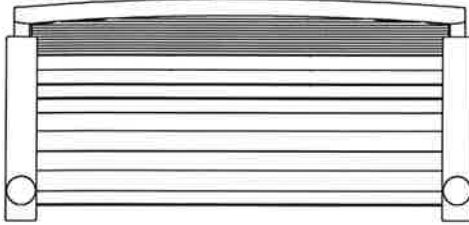




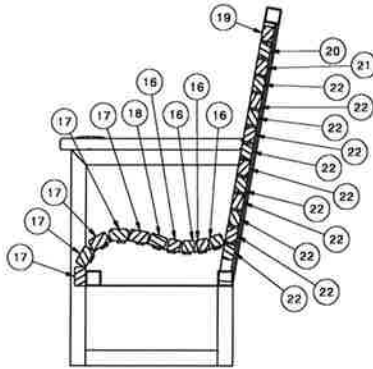
BENCH
SCALE 1"=1'



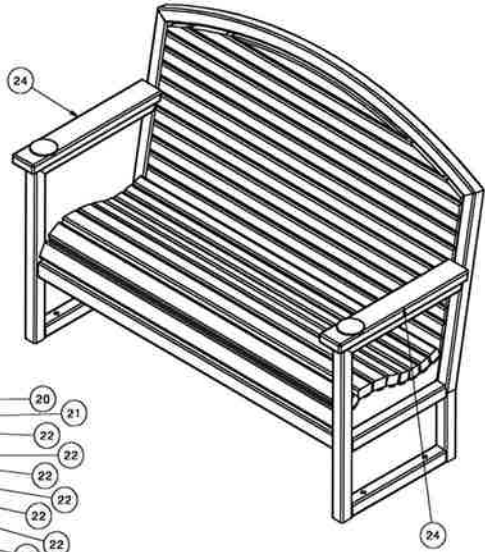
DEPT: EXTERIOR	REVISIONS: 1.1
ITEM: SOLAR BENCH	
DETAIL	
SEE COVER FOR WOOD/FINISH	
SHEET: 7 OF 11	
	NTE Part of the LLC
	DRAWN BY: MM
	SCALE: AS NOTED
	ITEM #: 000000
	WORK: 0000
	DATE: 10/18/2020



BENCH
SCALE 1"=1'



SECTION B-B
SCALE 1"=1'



CUT LIST						
#ITEM	PART NUMBER	QTY	THICK	WIDTH	LENGTH	MATERIAL TYPE
16	SEAT SLAT-01	4	1.500	1.625	55.938	COMPOSITE DECKING
17	SEAT SLAT-02	5	1.500	2.500	55.938	COMPOSITE DECKING
18	SEAT SLAT-03	1	1.500	2.250	55.938	COMPOSITE DECKING
19	BACK-SLAT-01	1	1.500	2.000	33.166	COMPOSITE DECKING
20	BACK-SLAT-02	1	1.500	2.000	47.950	COMPOSITE DECKING
21	BACK-SLAT-03	1	1.500	2.000	55.500	COMPOSITE DECKING
22	BACK-SLAT-04	11	1.500	2.000	55.500	COMPOSITE DECKING
24	ARM REST-01	2	1.500	4.000	24.308	COMPOSITE DECKING

REVISIONS: 1.1

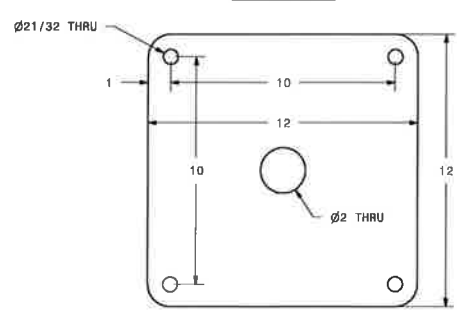
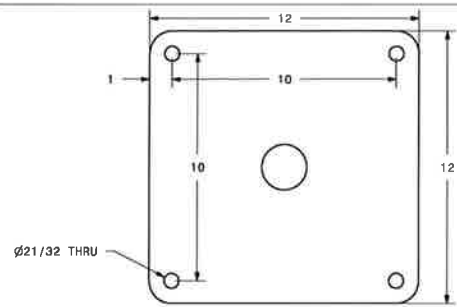
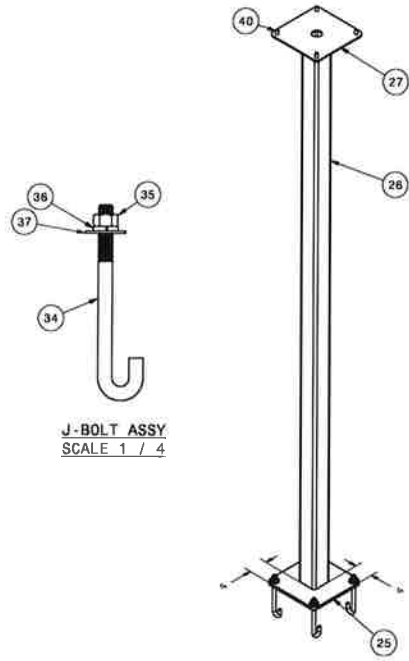
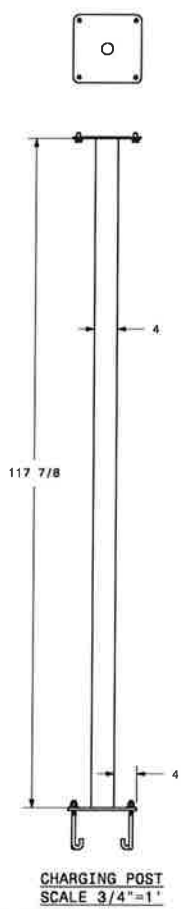
WOF: 0000
DATE: 10/18/2020

N.T.E.
Nature's Edge LLC

DRAWN BY: MM
SCALE: AS NOTED

ITEM #: 000000

DEPT: EXTERIOR
ITEM: SOLAR BENCH
DETAIL
SEE COVER FOR WOOD/FINISH
SHEET: 8 OF 11



#ITEM	PART NUMBER	QTY	CUT LIST			MATERIAL TYPE
			THICK	WIDTH	LENGTH	
25	BASE-PLATE	1	0.500	12.000	12.000	STEEL PLATE
26	POST TUBE-01	1	0.250	4.000	117.857	SQUARE STEEL TUBE
27	TOP PLATE	1	0.250	12.000	12.000	STEEL PLATE
34	91588A310 STEEL J-HOOK ANCHOR BOLT	4	1.000	1.000	1.000	5/8" x 8" J-HOOK ANCHOR BOLT McMASTER-CARR #91588A310
35	ANSI B18.2.2 - 5/8 - 11, HNI	4				
36	ASME B18.21.1 - 5/8, HHSLW	4				
37	ANSI B18.22.1 - 5/8 - Regular - Type B	4				
38	ANSI B18.21.1 - 0.625	4				
39	ANSI B18.22.1 - 5/8 - narrow - Type B	4				
40	ANSI B18.2.1 - 5/8-11 UNC - 1.25, HCSI	4				

REVISIONS: 1.1

NTE
NORTH TEXAS ENERGY

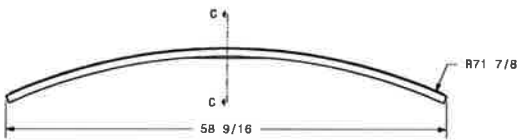
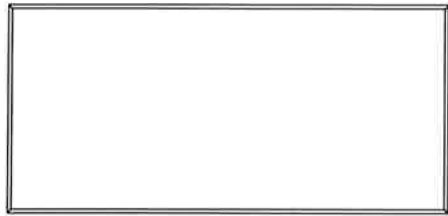
DEPT: EXTERIOR
ITEM: SOLAR BENCH
DETAIL

SEE COVER FOR WOOD/FINISH
SHEET: 9 OF 11

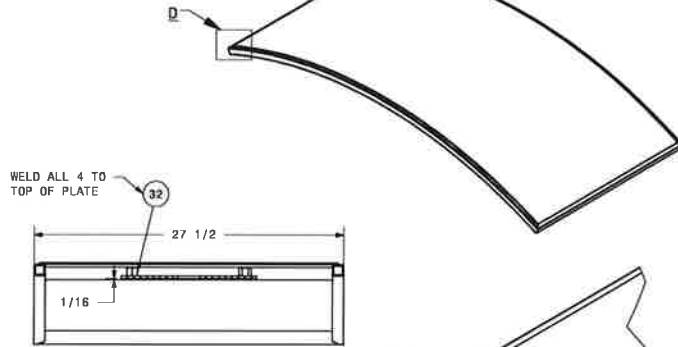
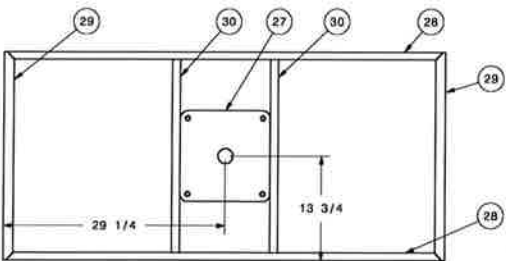
WDF: 0000
SCALE: AS NOTED
DATE: 10/18/2020

ITEM #: 000000

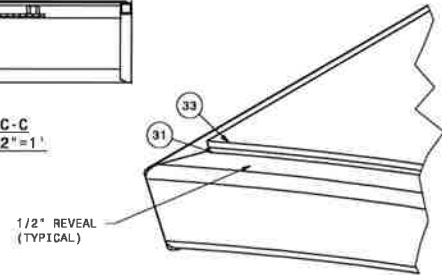
DRAWN BY: MM



PANEL MOUNT
SCALE 1"=1'



SECTION C-C
SCALE 1 1/2"=1'



DETAIL D
SCALE 1 : 1

CUT LIST						
#ITEM	PART NUMBER	QTY	THICK	WIDTH	LENGTH	MATERIAL TYPE
28	PANEL-RAIL-01	2	0.125	1.000	60.350	SQUARE STEEL TUBE
29	PANEL-RAIL-02	2	0.125	1.000	27.500	SQUARE STEEL TUBE
30	PANEL-RAIL-03	2	1.000	1.004	25.500	SQUARE STEEL TUBE
27	TOP PLATE	1	0.250	12.000	12.000	STEEL PLATE
31	PANEL SUBSTRATE	1	0.060	26.500	59.185	SHEET METAL
32	ANSI B16.2.2 - 5/8 - 11, HTNI	4				
33	SOLAR PANEL RNG-175DB-H	1	0.079	26.500	59.250	SOLAR PANEL RNG-175DB-H

REVISIONS: 1.1

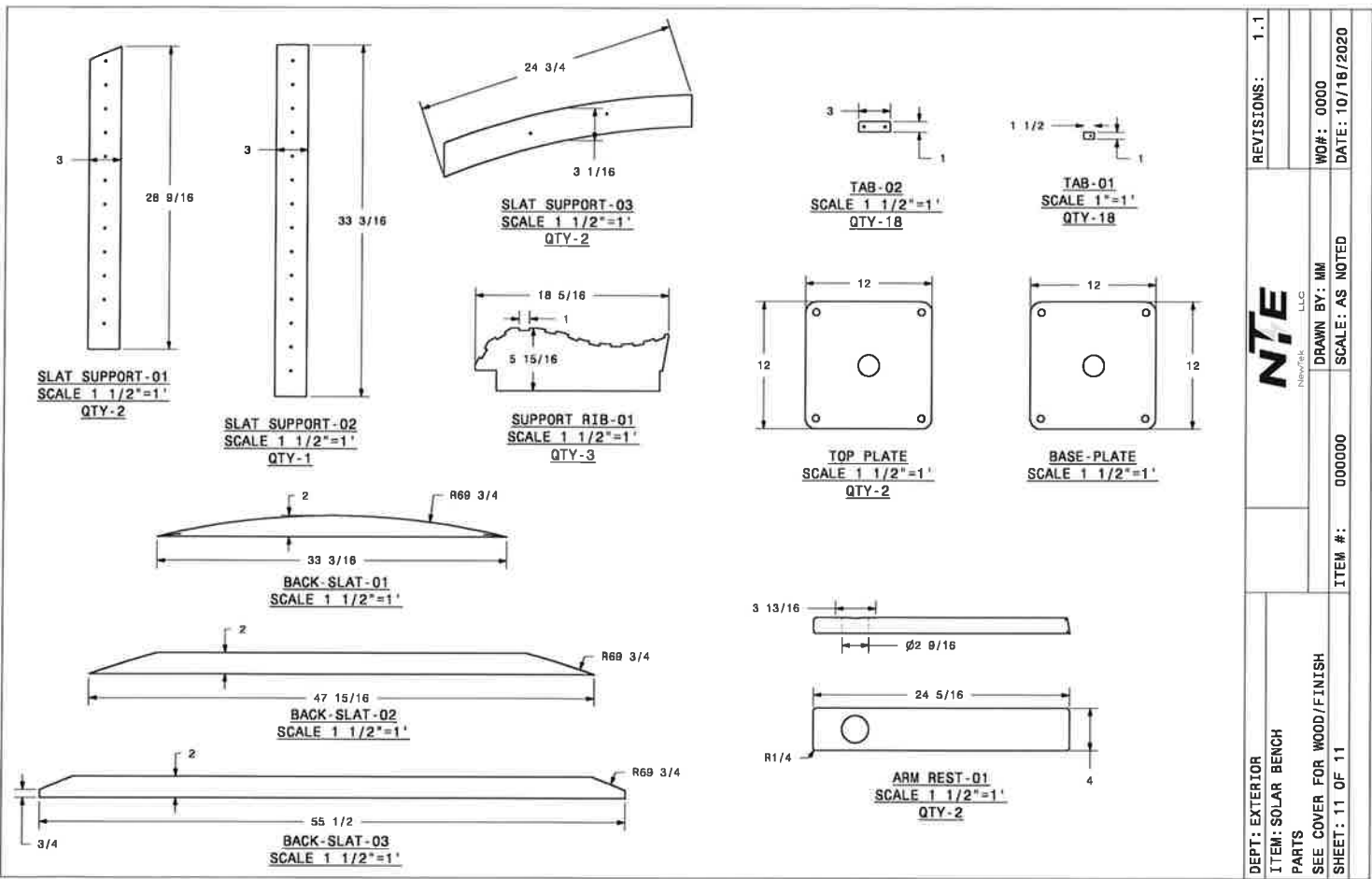
NTE
NORTH TEXAS ENERGY SERVICES, LLC

DEPT: EXTERIOR
ITEM: SOLAR BENCH
PANEL MOUNT
SEE COVER FOR WOOD/FINISH
SHEET: 10 OF 11

DRAWN BY: MM
SCALE: AS NOTED

WORK: 0000
DATE: 10/18/2020

ITEM #: 000000



REVISIONS:	1.1
DEPT: EXTERIOR	
ITEM: SOLAR BENCH	
PARTS	
SEE COVER FOR WOOD/FINISH	
SHEET: 11 OF 11	
ITEM #:	000000
DRAWN BY: MM	
SCALE: AS NOTED	
WO#: 0000	
DATE: 10/18/2020	





CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 7

Ordinance approving the agreement for Fleet Management with Enterprise. (1st & 2nd Read) Discussion/Vote.

\First Reading: 01/11/21

Second Reading: 01/11/21

Council Bill No.: 21-01

Ordinance No.: 210111A

AN ORDINANCE

ACCEPTING THE AGREEMENT WITH ENTERPRISE FOR FLEET MANAGEMENT AND AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY OF WILLARD.

WHEREAS, the City of Willard has determined the need for new vehicles for City Departments; and

WHEREAS, the City of Willard has selected Enterprise, to provide said services as itemized in detail in Exhibit "A" as attached hereto.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: That the Mayor, on behalf of the City of Willard, Missouri is hereby authorized to accept the agreement with Enterprise, to provide the services described in Exhibit "A".

Section 2: This Ordinance shall be in full force and effect from and after the date of its passage by the Board of Aldermen and approval of the Mayor.

Read two times and passed at meeting: _____.

Approved as to form: _____
Ken Reynolds, City Attorney

Attested by:

Approved by:

Jennifer Rowe, City Clerk

Corey Hendrickson, Mayor

MEMBERS OF THE BOARD OF ALDERMEN:	YES	NO	ABSTAINED
_____ CLARK MCENTIRE	_____	_____	_____
_____ SAMUEL SNIDER	_____	_____	_____
_____ DONNA STEWART	_____	_____	_____
_____ LARRY WHITMAN	_____	_____	_____
_____ SAM BAIRD	_____	_____	_____

2ND READ:

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. **RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM JS Customer CH

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM JS Customer CH

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM JS Customer CH

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

Initials: EFM JS Customer CH

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Willard, Missouri

Signature: _____

By: Corey Hendrickson

Title: Mayor

Address: 224 W Jackson
Willard, MO 65781

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: Jesse Sparks

Title: Finance Director

Address: 5359 Merriam Drive
Merriam, KS 66203

Date Signed: _____, _____

Initials: EFM JS Customer CH

Please complete all applicable items.

Company Name City of Willard, Missouri Credit Applicant _____ Year Business Started _____
 Street Address 224 W Jackson City Willard State MO Zip 65781
 E-mail ca@cityofwillard.org Phone # 417.742.3033 Fax # 417.742.5333
 Government Entity Type: State County City Other: _____
 Type of Business City Duns Number 09-1357616
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? Yes No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) Audited Opined Internal
 Published Annual Reports Yes No
 Income Tax Returns (3 years) Yes No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
<input type="checkbox"/> Purchasing <input type="checkbox"/> Leasing <input type="checkbox"/> Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

Mayor

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for **City of Willard, Missouri** _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Bradley Gray

Print Name

Carolyn Halverson

Print Name

Corey Hendrickson

Print Name

Print Name

Print Name

Print Name

City Administrator

Title

Chief Financial Officer

Title

Mayor

Title

Title

Title

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Corey Hendrickson

Print Name

Signature

Date

Mayor

Title

City of Willard, Missouri

Company Name

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.


FLEET MANAGEMENT

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Willard, Missouri ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (l) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM JS Customer CH

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. **MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Willard, Missouri

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: Corey Hendrickson

By: Jesse Sparks

Title: Mayor

Title: Finance Director

Address: 224 W Jackson
Willard, MO 65781

Address: 5359 Merriam Drive
Merriam, KS 66203

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____

Date Signed: _____

Initials: EFM JS Customer CH


FLEET MANAGEMENT

MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and City of Willard, Missouri (the "Company").

WITNESSETH:

1. **ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the "Program") and a card ("Card") for each Company vehicle included in the Company's request. All drivers of vehicles subject to this Agreement must be a representative of the Company, its subsidiaries or affiliates. All Cards issued by EFM upon request of the Company shall be subject to the terms of this Agreement and the responsibility of the Company. All Cards shall bear an expiration date.

Cards issued to the Company shall be used by the Company in accordance with this Agreement and limited solely to purchases of certain products and services for Company vehicles, which are included in the Program. The Program is subject to all other EFM instructions, rules and regulations which may be revised from time to time by EFM. Cards shall remain the property of EFM and returned to EFM upon expiration or cancellation.

2. **VEHICLE REPAIRS AND SERVICE:** EFM will provide purchase order control by phone or in writing authorizing charges for repairs and service over \$75, or such other amount as may be established by EFM from time to time under the Program. All charges for repairs and services will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of potential manufacturer's warranties, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. **BILLING AND PAYMENT:** All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within ten (10) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement. The Company will use its best efforts to obtain and return any such cancelled Card.

4. **RENTAL VEHICLES:** The Card will authorize the Company's representative to arrange for rental vehicles with a subsidiary of Enterprise Rent-A-Car Company for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assumes all responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the use of the Card. All drivers must be at least 21 years of age, hold a valid driver's license, be an employee of the Company or authorized by the Company through established reservation procedures and meet other applicable requirements of the applicable subsidiary of Enterprise Rent-A-Car Company.

5. **NO WARRANTY:** EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. **CANCELLATION:** Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation to: Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. In the case of a terminated representative, such notice shall include a brief description of the efforts made to reclaim the Card.

7. **NOTICES:** All notices of cancellation or termination under this Agreement shall be mailed postage prepaid by registered or certified mail, or sent by express overnight delivery service, to the other party at its address set forth on the signature page of this Agreement or at such other address as such party may provide in writing from time to time. Any such notice sent by mail will be effective three (3) days after deposit in the United States mail, duly addressed, with registered or certified mail postage prepaid. Any such notice sent by express overnight delivery service will be effective one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company's address.

Initials: EFM^{JS} _____ Customer^{CH} _____

8. FEES: EFM will charge the Company for the service under this Agreement \$ 6 per month per Card, plus a one time set-up fee of \$ 0.

9. MISCELLANEOUS: This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

Company: City of Willard, Missouri
Signature: _____
By: Corey Hendrickson
Title: Mayor
Address: 224 W Jackson
Willard, MO 65781

EFM: Enterprise Fleet Management, Inc.
Signature: _____
By: Jesse Sparks
Title: Finance Director
Address: 5359 Merriam Drive
Merriam, KS 66203

Date Signed: _____

Date Signed: _____

Initials: EFM JS Customer CH

CITY OF WILLARD, MISSOURI

224 W. Jackson Street P.O. Box 187 Willard, MO 65781 417-742-3033 417-742-3080 Fax



Agenda Item# 8

Ordinance amending Chapter 705 Waterworks System of the Willard Municipal Code. (1st & 2nd Read) Discussion/Vote.

First Reading: _____

Second Reading: _____

Council Bill No. _____

Ordinance No.: _____

AN ORDINANCE

AN ORDINANCE amending Title VII, Utilities, Chapter 705, Waterworks System, Article II, Water Service, Section 705.090, Connection to System - Fees, of the Municipal Code of the City of Willard.

WHEREAS, the City of Willard has determined a need to amend the cost of meter installation; and

WHEREAS, The City of Willard is amending Chapter 705 of the Willard Municipal Code pertaining to connection to the Waterworks System.

NOW THEREFORE, BE IT HEREBY ORDAINED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, GREENE COUNTY, MISSOURI, AS FOLLOWS:

Section 1: The City does hereby amend Title VII, Utilities, Chapter 705, Waterworks System, Article II, Water Service, Section 705.090, Connection to System - Fees of the Municipal Code of the City of Willard.

SECTION 705.090 CONNECTION TO SYSTEM - FEES:

B. No fee shall be paid for the connection, as each new owner of a site where there has not previously been a water meter installed shall pay to the City the costs for the meter. Fees for the installation of said meter shall be paid according to the schedule established below. The cost for the meter and the cost of installation shall be paid prior to obtaining water service.

Meter Size	Fee
¾ inch	\$ 1,000.00 <u>1,200</u>
1 inch	\$ 1,200.00 <u>1,550</u>
2 inches	\$ 2,500.00 <u>3,250</u>
3 inches	\$ 3,500.00 <u>3,850</u>

These charges shall be for installation of the meter pit and all necessary hardware, including the appropriate meter size. For all other meter installations, limited to meter installation only, the charge will be six hundred fifty dollars (\$650.00).

NOTE: Language that is **Bold and Underlined** has been added and language that has been [struck through and bracketed] shall be deleted.

Section 2: Savings Clause. Nothing in this ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this ordinance. In the event of any conflict between this ordinance and any other law, regulation or ordinance, the more restrictive shall apply.

Section 3: Severability Clause. If any section, subdivision, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Aldermen hereby declares that it would have adopted the ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4: This Ordinance shall be in full force and effect from the date of its passage by the Board of Aldermen.

Mayor, Corey Hendrickson

Attest: _____, City Clerk

Approved as to form: _____, City Attorney

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE ____ DAY OF _____, 2021.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

ABSTAINED

1ST READ: _____

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD

2ND READ: _____

YES

NO

ABSTAINED

CLARK MCENTIRE

SAMUEL SNIDER

DONNA STEWART

LARRY WHITMAN

SAM BAIRD