

**NOTICE OF OPEN MEETING & VOTE TO
CLOSE PART OF THE MEETING
A G E N D A
COUNCIL MEETING
City of Moberly
City Council Room – Moberly City Hall
101 West Reed Street
October 04, 2021
6:00 PM**

Posted:

Pledge of Allegiance

Roll Call

Approval of Agenda

Recognition of Visitors

Communications, Requests, Informational Items

1. Presentation From Jeff Arp-MIRMA To Present A Safety Grant Award.

Public Hearing and Receipt of Bids

Ordinances & Resolutions

2. An Ordinance Accepting Change Order No. 1 In The Amount Of \$440,531.75 To The Omar N. Bradley Regional Airport Runway Reconstruction Project.
3. An Ordinance Authorizing A Missouri Highways And Transportation Commission Installation Of Roadside Flashers For School Operation Agreement And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.
4. An Ordinance Approving A Cooperative Agreement With Randolph County For SCG Consulting Services.
5. A Resolution Approving A Mowing And Hold Harmless Agreement Between The City Of Moberly, Missouri And Harold Muehe For Mowing The City Airport Property.
6. A Resolution Accepting The Quotation Of Federal Signal Corporation For An Emergency Warning Siren And Authorizing The City Manager To Execute The Sales Agreement.
7. A Resolution Approving A Mowing And Hold Harmless Agreement Between The City Of Moberly, Missouri And Gary Seidel For Mowing The City Lake Property.
8. A Resolution Authorizing the City Manager to Execute Agreements With Enterprise Fleet Management Inc. for Leasing and Maintaining City Vehicles.
9. A Resolution Authorizing The City Manager Of Moberly, Missouri To Execute An Agreement With Fusion Technology, LLC To Provide Information Technology Administrative Services.
10. A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Official Reports

Anything Else to Come Before the Council

11. Consideration Of A Motion To Adjourn To A Work Session Followed By A Closed Session To Discuss The Status Of Pending Negotiated Contracts. (Closed Statute 610.021) (12)

Adjournment

We invite you to attend virtually by viewing it live on the City of Moberly You Tube Live Channel, Facebook page. A link to the City's Channel can be found on our website's main page at www.cityofmoberly.com. The public is invited to attend the Council meeting. Representatives of the news media may obtain copies of this notice by contacting the City Clerk. If a special accommodation is needed as addressed by the Americans with Disabilities Act, please contact the City Clerk twenty-four (24) hours in advance of the meeting.

City of Moberly

City Council Agenda Summary

Agenda Number: #2.

Department: Public Works

Date: October 4, 2021

Agenda Item: An Ordinance Accepting Change Order No. 1 In The Amount Of \$440,531.75 To The Omar N. Bradley Regional Airport Runway Reconstruction Project.

Summary: The increase is for underground cable, bare counterpoise wire, encased electrical duct, retroreflective markers and LED stake mounted (blue lens).

Recommended

Action: Please approve this ordinance.

Fund Name: Airport Construction

Account Number: 120.000.5409

Available Budget \$: -139,856.26

ATTACHMENTS:

| | |
|---|---|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition |
| <input type="checkbox"/> P/C Minutes | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice |
| <input type="checkbox"/> Consultant Report | <input checked="" type="checkbox"/> Other <u>Change order</u> |

Roll Call

Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed Failed

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING CHANGE ORDER NO. 1 IN THE AMOUNT OF \$440,531.75 TO THE OMAR N. BRADLEY REGIONAL AIRPORT RUNWAY RECONSTRUCTION PROJECT.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:

SECTION ONE: On July 6, 2020, this council authorized MoDOT Project No. 19-034A-1 by Ordinance No. 9606 which approved a contract with Emery Sapp & Sons to complete a runway reconstruction at the Omar N. Bradley Regional Airport.

SECTION TWO: Change Order #1 (attached hereto) to the project has been approved and submitted by the project engineer and the contractor for additional work in the amount of \$440,531.75.

SECTION THREE: The Moberly City Council hereby accepts Change Order #1 and authorizes the City Manager to execute the Change Order on behalf of the City and to pay the increased amount and grants additional authority to take such actions as may be necessary to carry out the intent of this Ordinance.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 4th day of October, 2021.

ATTEST:

Presiding Officer at Meeting

City Clerk

CHANGE ORDER / SUPPLEMENTAL AGREEMENT

#2.

SHEET NO. 1 of 1

SEQUENCE NO.: 1

TO Emery Sapp and Sons, Inc. CONTRACTOR

COUNTY: Randolph

AIRPORT: Omar N. Bradley

PROJECT NO.: 19-034A-1

YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

Subgrade Stabilization

During construction it was determined 12" stabilized subgrade would be replaced with 16" of stabilized subgrade. It was determined that the existing 3" aggregate layer found below the pavement would be left in place as a platform to build the subgrade or fill sections to the design profile. Then, as a second operation, the lime treatment would go deeper and incorporate that aggregate layer into the fill subgrade. Without leaving the 3" layer in place, the project site would require unsuitable subgrade to be replaced with contractor furnished fill then treated for stabilization. The revised plan makes use of the materials on site and keeps the integrity of the subgrade already established by the existing aggregate layer. The \$1.53 per S.Y. increase accounts for approximately \$12,000 of credit to leave 4,000 C.Y. of existing aggregate in place.

Retro-reflectors for Parallel Taxiway

The owner desires to incorporate reflectors for the parallel taxiway into the project. This contract modification will utilize existing bid items and unit prices. See attached drawing revisions for more information.

Construction Time


These contract revisions do not affect project phasing or contract time.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER.

| (A) EST. LINE NO. | (B) CONTRACT ITEM NO. | (C) ITEM DESCRIPTION | (D) UNITS PREVIOUSLY PROVIDED FOR | (E) UNITS TO BE CONSTRUCTED | (F) UNITS OVERRUN, UNDERRUN, CONTINGENT | UNIT | (G) CONTRACT OR AGREED UNIT PRICE | (H) AMOUNT OF OVERRUN OR PLUS CONTINGENT | (I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT |
|----------------------------|--------------------------------|--|---|--------------------------------------|---|------|---|--|--|
| | | Change Order Items | | | | | | | |
| 1 | 14 | Unsuitable Subgrade Removal and Replacement | 5,000 | 0 | 5,000 | C.Y. | \$10.25 | | \$51,250.00 |
| 2 | 15 | Treated Subgrade (12") | 54,445 | 0 | 54,445 | S.Y. | \$7.15 | | \$389,281.75 |
| 3 | 46 | Direct Buried Underground Cable (1/c, #8 AWG, 5kV, L-824 | 4,000 | 4,626 | 626 | L.F. | \$1.15 | \$719.90 | |
| 4 | 52 | Bare Counterpoise Wire (#6 AWG) | 16,200 | 16,385 | 185 | L.F. | \$1.70 | \$314.50 | |
| 5 | 57 | 2-2" PVC Sch. 40 Concrete Encased Electrical Duct | 250 | 262 | 12 | L.F. | \$28.70 | \$344.40 | |
| 6 | 60 | Retroreflective Markers | 16.0 | 113.0 | 97 | Each | \$144.00 | \$13,968.00 | |
| 7 | 67 | M.I.T.L. (LED) Stake Mounted (Blue Lens) | 31.0 | 46.0 | 15 | Each | \$1,027.00 | \$15,405.00 | |
| | | Supplemental Agreement Items | | | | | | | |
| 7 | SA1.1 | Treated Subgrade (16") | 0 | 54,445 | 54,445 | S.Y. | \$8.68 | \$472,582.60 | |
| TOTALS | | | | | | | | \$503,334.40 | \$440,531.75 |

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

| | | | |
|---|-------------|----------------|---------------------|
| 1. CONTRACT AMOUNT | | \$5,564,703.05 | 4. COMMENTS: |
| 2. OVERRUN OR UNDERRUN THIS ORDER (H-I) | \$62,802.65 | | |
| 3. OVERRUN PREVIOUS (LINE 4 ON PREV. ORDER) | \$0.00 | | |
| 4. TOTAL OVERRUN TO DATE (2+3) | | \$62,802.65 | |
| 5. TOTAL (1+4) | | \$5,627,505.70 | |

| | | | |
|---|------------|--|--|
|  SUBMITTED - PROJECT ENGINEER | 06/11/2021 | THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO. | |
| | DATE | Emery Sapp and Sons, Inc. | |
| | | CONTRACTOR (Company Name) | |
| | | 6/14/2021 | |
| APPROVED - SPONSOR | DATE | SIGNATURE (Authorized Representative) | |
| APPROVED - MoDOT AVIATION | DATE | DATE | |

FILENAME: I:\KAC\PRJ\000012368\T01_RW 13-31\PROJECT FILES\AE\CHANGE ORDER\ChangeOrders.xls\CO1

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#3.

Department: Comm. Dev.

Date: October 4, 2021

Agenda Item: An Ordinance Authorizing A Missouri Highways And Transportation Commission Installation Of Roadside Flashers For School Operation Agreement And Authorizing The City Manager To Execute The Agreement On Behalf Of The City Of Moberly.

Summary: This draft agreement between MoDOT and the City of Moberly is to allow these safety flashers in the ROW on Rt. M and Gratz Brown and S. Morley and Shepherd Brothers Blvd. for pedestrians.

Recommended

Action: Approve this ordinance.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

| | |
|------------------------|-----------------------------|
| ___ Memo | ___ Council Minutes |
| ___ Staff Report | ___ Proposed Ordinance |
| ___ Correspondence | ___ Proposed Resolution |
| ___ Bid Tabulation | ___ Attorney's Report |
| ___ P/C Recommendation | ___ Petition |
| ___ P/C Minutes | ___ Contract |
| ___ Application | ___ Budget Amendment |
| ___ Citizen | ___ Legal Notice |
| ___ Consultant Report | ___ Other <u>Discussion</u> |

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

BILL NO: _____

ORDINANCE NO: _____

**AN ORDINANCE AUTHORIZING A MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION INSTALLATION OF ROADSIDE FLASHERS
FOR SCHOOL OPERATION AGREEMENT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF
MOBERLY.**

Whereas, Ordinance No. 9517 was adopted on May 20, 2019 accepting a sidewalk improvement agreement with MoDOT along the Route M MoDOT right-of-way; and

Whereas, MoDOT requires that roadside flashers be installed by the city along this right-of-way in the vicinity of pedestrian facilities; and

Whereas, the Roadside Flashers for School Operation Agreement attached hereto provides, in part, that the city will pay all costs of construction and maintenance and that the flasher improvements shall become the city’s property.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF MOBERLY, MISSOURI TO WIT:**

SECTION ONE: That the city hereby accepts and approves the Missouri Highways and Transportation Commission’s Roadside Flashers for School Operation Agreement (the “Agreement”) attached hereto.

SECTION TWO: That the City Manager, Brian Crane, is hereby authorized to execute the Agreement on behalf of the City of Moberly and to take such other and further action as may be required to effectuate the purpose of this ordinance.

SECTION THREE: This ordinance shall be in full force and effect upon passage by the City Council.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 4th day of October, 2021.

Presiding Officer at Meeting

ATTEST:

City Clerk

CCO Form: TR08
Approved: 06/93 (TLP)
Revised: 06/19 (GH)
Modified: 05/21 (GH)

MoDOT District: NE
MoDOT Agreement Administrator: Jody Gorrell
eAgreement No.: 2021-04-62563

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
INSTALLATION OF ROADSIDE FLASHERS FOR
SCHOOL OPERATION AGREEMENT AND LICENSE**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and the City Of Moberly, acting through its City Manager (hereinafter, "Applicant"), whose address is 101 W Reed Street, Moberly, Missouri 65270.

WITNESSETH:

WHEREAS, the Commission and the Applicant agree on the roadside flasher installation in the vicinity of pedestrian facilities.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein, the parties agree as follows:

(1) LOCATION: The general location of the roadside flashers to be installed pursuant to this Agreement are at the intersection of Route M and Gratz Brown Street and Business 63/Morley and Shepherd Brothers Boulevard in Moberly, Missouri.

(2) INSTALLATION: Subject to the requirements of this agreement, the Applicant may install roadside flasher and control equipment at the location above. The roadside flasher and control equipment shall include a breakaway post assembly, a flashing beacon, a control cabinet, power supply equipment, and all necessary wiring and other equipment required to complete the installation in accordance with Commission requirements. The control cabinet shall contain a flasher unit, a time clock, and other necessary control equipment. The Commission will provide specifications and general details for this installation. The Applicant shall provide plans with the specific details of this installation for approval by the Commission. The signs shall be standard signs meeting Missouri Department of Transportation standards.

(3) COST OF INSTALLATION: All costs associated with installation of the roadside flasher and control equipment shall be borne by the Applicant.

(4) PERMIT: The Applicant shall obtain a permit from the Missouri Department of Transportation's District office for the installation, modification and maintenance of all equipment.

(5) BOND: The Applicant shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the installation of the

roadside flasher and control equipment and for the installation of any other equipment.

(6) OWNERSHIP: After installation, ownership of all equipment will be retained by the Applicant.

(7) MAINTENANCE: At its sole expense, the Applicant will maintain all equipment.

(8) INSTALLATION OF OTHER EQUIPMENT: At its sole expense, the Applicant may install other equipment to be used in conjunction with the roadside flasher and control equipment. Any equipment in addition to that listed under paragraph (2) above, must be approved by the Commission before installation.

(9) MODIFICATIONS OF EQUIPMENT: Modifications to the roadside flasher and control equipment shall be made by the Applicant only after approval by the Commission and receipt of a permit.

(10) OPERATING COST: All initial and future electrical operating costs shall be borne by the Applicant.

(11) REMOVAL: If the Applicant fails to comply with the provisions stated herein regarding the operation and financial responsibilities, the Commission may remove the roadside flasher installation. If the Commission determines the roadside flasher is no longer justified, the Commission may remove same. In addition, the Commission may remove the roadside flasher from its right of way if the Commission, in its sole discretion, determines that the Applicant has abused the use of the roadside flasher. Abuse includes, but is not limited to, repeated activation of the roadside flasher when circumstances do not warrant its use. In addition, if the Commission, in its sole discretion, determines that the removal of the roadside flasher from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the roadside flasher.

(12) OPERATION: Year round.

The above describes normal operational periods. Any other desired periods of operation for special events shall be submitted to Commission representative for approval prior to the event and shall be considered as extra hours operation. The Applicant will be responsible for activating the special event control, which can be accomplished by manual control.

(13) UTILITY LOCATING RESPONSIBILITY: The Applicant shall be responsible for any utility locate request information at the intersection(s) concerning any equipment not owned by the Commission.

(14) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, except for hours of operation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Applicant and the Commission. Changes in hours of operation shall be submitted in

writing to the Missouri Department of Transportation's District office for approval.

(15) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(16) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Applicant with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Applicant.

(17) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(18) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(19) RELEASE: The Applicant agrees to release and hold harmless the Commission for any cosmetic damage caused to equipment by the Commission's

maintenance of its right-of-way.

(20) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(21) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Applicant this ____ day of _____, 2021.

Executed by the Commission this ____ day of _____, 2021.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF MOBERLY

By _____

Title _____

Title _____

Attest:

Attest:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

ACKNOWLEDGMENT BY CITY OF MOBERLY

STATE OF _____)
)
 COUNTY OF _____) ss

On this _____ (date), before me, the undersigned notary,
 appeared pursuant to 486.600 through 486.1205 RSMo
 _____ (name) proved to me through identification
 documents, and did say that he/she is the _____ (title) of the
 _____ City and that the foregoing instrument was signed and sealed on
 behalf of the _____ City by authority of its Representatives and that
 he/she acknowledged said instrument to be the free act and deed of the
 _____ City and that it was executed for the consideration stated
 therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
 seal in the county and state aforesaid the day and year written above.

 Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI _____)

ss

COUNTY OF _____)

On this _____ (date), before me, the undersigned notary, appeared pursuant to 486.600 through 486.1205 RSMo _____ (name) proved to me through identification documents, and did say that he/she is the _____ (title) of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said _____ (name) acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

City of Moberly

City Council Agenda Summary

Agenda Number: #4.

Department: Administration

Date: October 4, 2021

Agenda Item: An Ordinance Approving A Cooperative Agreement With Randolph County For SCG Consulting Services.

Summary: The Randolph County Commission respectfully is asking the City of Moberly and the Randolph County Ambulance to participate in re-hiring Stacen Gross (Consultant) to complete information gathering leading to solutions to fix our 911 dispatch system and radio communications. This information will enable the 911 board to identify solutions to fix or enhance our 911 system. With ARF available to both the city of Moberly and the county, once solutions are found, American Rescue Funds may be used to help improve our 911 system.

The expected overall cost for Stacen's next report is approximately \$30,000. The county believes that any parties with ARF can use their funds to pay for this service. The county asked the Randolph County Ambulance district to participate again too although they have no ARF funds. RCAD accepted and will be participating. This would be approximately \$10,000 a piece, from the County, City, and Ambulance district. With the county and RCAD participating, the city would be the last funding partner in the project.

The county is considering paying the full amount of any hardware purchases identified from the county's ARF funds. As a high priority project, the County is seeking to improve radio dispatch in the county and asking the city to only participate in the consultant study. The county would like to see all safety individuals, across all service areas, on the same radios, and communication equipment. The county would like to assist the city with potential equipment upgrades using ARF funds once the consultant identifies potential improvements

Recommended Action Approve This Ordinance.

Fund Name:

Account Number:

Available Budget \$:

| ATTACHMENTS: | | Roll Call | Aye | Nay |
|--|--|---------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes | Mayor | | |
| <input type="checkbox"/> Staff Report | <input checked="" type="checkbox"/> Proposed Ordinance | M___ S___ Jeffrey | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Correspondence | <input type="checkbox"/> Proposed Resolution | | | |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report | Council Member | | |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition | M___ S___ Brubaker | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> P/C Minutes | <input type="checkbox"/> Contract | M___ S___ Kimmons | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment | M___ S___ Davis | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice | M___ S___ Kyser | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other _____ | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | Passed | Failed |

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH RANDOLPH COUNTY FOR SCG CONSULTING SERVICES.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBERLY, MISSOURI, TO-WIT:

SECTION ONE: Randolph County has proposed to enter into an agreement with SCG Consulting Services, LLC to review all public safety radio communication users in Randolph County.

SECTION TWO: The County has requested that the City assist in funding the agreement with SCG by contributing Ten Thousand Dollars (\$10,000.00) of the \$29,000.00 payable to SCG under the agreement.

SECTION THREE: Attached hereto and incorporated herein is a Cooperative Agreement with Randolph County for joint participation in funding the SCG Agreement

SECTION FOUR: The City Council hereby approves the Cooperative Agreement and hereby authorizes the Mayor of Moberly to execute said Agreement on behalf of the City and further authorizes the payment to Randolph County of \$10,000.00 as provided in said Agreement.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its passage and adoption by the Council of the City of Moberly, Missouri, and its signature by the officer presiding at the meeting at which it was passed and adopted and further the Council authorizes the City Manager to take such other and further action as may be required to accomplish the purposes of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Moberly, Missouri, this 4th day of October, 2021.

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ATTEST:

Presiding Officer at Meeting

City Clerk

COOPERATIVE AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT

THIS COOPERATIVE AGREEMENT FOR PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2021 (the “**Effective Date**”) by and between the CITY OF MOBERLY, MISSOURI, a city of the third class and a Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); and the COUNTY OF RANDOLPH, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “**County**” and together with the “**City**” the “**Parties**”).

RECITALS

- A.** Heretofore the Parties jointly participated in funding a 911 Fees and Call Flow Analysis by the consulting firm, SCG Consulting Services (“SCG”) which focused on the future of the 911 Call Center serving Randolph County.
- B.** The County now proposes to enter into a Professional Services Agreement with SCG as a follow-up to the previous study to further evaluate the public safety radio communications system used in Randolph County and desire the City to share in the funding of this project.
- C.** The Parties mutually acknowledge the benefit to each other in seeking a comprehensive analysis of existing radio communications and operations to assist all users of public safety radio communications users in Randolph County.
- D.** Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize political subdivisions to contract with each other for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, provided, that the subject and purposes of any such contract or cooperative action are within the scope of powers of such political subdivision and, accordingly, the Parties wish to commit certain funding sources necessary to upgrade and maintain PSAP Services in Randolph County.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the Parties hereby agree as follows:

- 1. Consulting Services.** The County has executed or will execute the attached Professional Services Agreement for analysis of public safety radio communications used in Randolph Couty with SCG which requires a payment of \$29,000.00.
- 2. Contributions.** The City agrees to contribute Ten Thousand Dollars (\$10,000.00) toward the payment due SCG. Said contribution will be provided to the County as reimbursement or directly to SCG as directed by the County upon an invoice being presented to the City for payment. In exchange for its contribution the City will receive full access to the SCG study funded herein including an opportunity to review a draft of said study before its publication or disclosure to the public.

3. Notices. Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attn: City Manager

If to the County:

The County of Randolph County Administration Building
372 HWY JJ
Huntsville, Missouri 65259
Attn: Presiding Commissioner

4. Miscellaneous.

a. *Further Assistance.* The Parties each agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent including, but not necessarily limited to, providing the Consultant access such information and assistance needed by the Consultant to conduct the analysis discussed herein.

b. *Severability.* The provisions of this Agreement shall be deemed severable. If any word, phrase, term, sentence, paragraph, or other portion of this Agreement shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such partial invalidity, and each remaining work, phrase, term, sentence, paragraph, covenant, or other portion of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

c. *Choice of Law; Venue.* This Agreement and its performance shall be deemed to have been fully executed, made by the Parties in, and governed by and construed in accordance with the laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions. The Parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

d. *Entire Agreement; Exceptions; Amendments; No Waiver of Prior Actions.* The Parties hereto agree that this Agreement shall constitute the entire agreement among the Parties and no other agreements or representations have been made by the Parties except a certain Cooperative Agreement for Joint Central Dispatch dated March 13, 2019, by and between the County and the City which Agreement is in addition to and separate and apart from this Agreement. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of the Parties. The failure of any Party to insist in any one or more cases upon the strict performance of any term, covenant

or condition of this Agreement to be performed or observed by another Party shall not constitute a waiver or relinquishment for the future of any such term, covenant or condition.

e. *No Waiver of Sovereign Immunity.* Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's, the County's or the District's sovereign immunity.

f. *Bind Effect.* Except as otherwise expressly provided in this Agreement, the covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

g. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

h. *Approval of Agreement.* Each of the Parties represents that the governing body of each Party approved the entry into and the execution of this Agreement in a duly noticed meeting, a quorum being present, by affirmative vote of the governing body in compliance with section 432.070 of the Revised Statutes of Missouri, as amended.

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first above written.

CITY OF MOBERLY

By: _____
Jerry Jeffrey, Mayor

ATTEST:

Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: _____
John Truesdell, Presiding Commissioner

ATTEST:

Will Ellis, County Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#5.

Department: Comm. Dev.

Date: October 4, 2021

Agenda Item: A Resolution Approving A Mowing And Hold Harmless Agreement Between The City Of Moberly, Missouri And Harold Muehe For Mowing The City Airport Property.

Summary: This has been an agreement between the City of Moberly and Harold Muehe for decades for the property that the City purchased from Mr. Muehe to mow/hay the approximately 95 acres of small remaining tracts that aren't farmable. He mows it twice a year for \$1,250 per mowing and any hay he can get off the property he can retain. He typically gets 50 to 75 big round bales. This agreement was in place with Doug Henry back from at least the late 90's, but neither party can find the paperwork. We have a document coming before council that restates the terms for future reference.

Recommended

Action: Approve this resolution.

Fund Name: Airport Contracted Services

Account Number: 120.000.5406

Available Budget \$: 7867.50

ATTACHMENTS:

| | |
|---|--|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition |
| <input type="checkbox"/> P/C Minutes | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other <u>Discussion</u> |

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING A MOWING AND HOLD HARMLESS AGREEMENT BETWEEN THE CITY OF MOBERLY, MISSOURI AND HAROLD MUEHE FOR MOWING THE CITY AIRPORT PROPERTY.

WHEREAS, Mr. Harold Muehe has been mowing land which he sold to the city for airport use for several years and is willing to continue in that capacity; and

WHEREAS, city staff reached an agreement with Mr. Muehe to continue mowing and haying approximately 95 acres of city property twice a year in the outlying area of the airport; and

WHEREAS, city staff recommends the approval of the Mowing and Hold Harmless Agreement attached hereto.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement as recommended by city staff and authorizes the City Manager to execute the Agreement on behalf of the City.

RESOLVED this ____ day of October, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

MOWING AND HOLD HARMLESS AGREEMENT

THIS MOWING AND HOLD HARMLESS AGREEMENT is made and entered into as of this _____ day of _____, 2021 (the “Agreement”), by and among the **CITY OF MOBERLY, MISSOURI**, a third-class city of the State of Missouri (the “City”), and **HAROLD MUEHE** (“Muehe”) an individual residing in Moberly, Missouri.

RECITALS

WHEREAS, the City owns property which consists of several acres of hay ground in need of mowing on a twice annual basis.

WHEREAS, Muehe has mowing and haying equipment and is able and willing to mow and pick up hay on the property owned by the City.

WHEREAS, the City and Muehe are willing to enter into this Agreement on the following terms and conditions.

NOW, THEREFORE, the City and Muehe agree as follows:

1. The City hereby gives permission to Muehe to enter the following described property for the purpose of mowing and bailing hay: Approximately 95 acres of mowing and hay ground lying in the outlying areas of the Omar N. Bradley Regional Airport.
2. Muehe shall mow the ground twice annually in exchange for payment by the city of \$1,250 for each mowing and Muehe retaining all hay.
3. Muehe will operate as an independent contractor and not as an employee or agent or in any capacity for the City.
4. The term of this Agreement shall be for one year from the date of execution. The Agreement shall automatically renew each year hereafter until terminated by either party. Notice of Termination shall be given in writing at least sixty (60) days prior to the renewal date.
5. Muehe shall notify City of the time(s) he enters the property and City shall provide any necessary assistance to access the property.
6. Muehe hereby waives any cause of action or claims he may have at any time arising out of the performance of this Agreement against the City, its agents, servants, employees or elected officials.
7. Muehe hereby assumes all risk associated with performance of this Agreement.
8. Muehe hereby holds the City harmless from all damages, injuries and claims arising from the performance of this Agreement and agrees to defend any action brought against the City, its agents, servants, employees or elected officials resulting from any action arising from the performance of this Agreement.

9. Muehe will maintain during the duration of this Agreement insurance for his mowing operation and operation of his equipment used in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF MOBERLY

HAROLD MUEHE

By: Brian Crane, City Manager

Harold Muehe

ATTEST:

Shannon Hance, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#6.

Department: Fire/EMD

Date: October 4, 2021

Agenda Item: A Resolution Accepting The Quotation Of Federal Signal Corporation For An Emergency Warning Siren And Authorizing The City Manager To Execute The Sales Agreement.

Summary: To Accept The Quote of \$26,691.86 From Blue Valley Public Safety, Inc. To Purchase An Emergency Warning Siren, Two-Way Radio Siren Controls, Removal Of Current Siren, Installation On A Class II, 50 Foot, Wood Pole With Four Batteries And Authorizing The City Manager To Execute The Sales Agreement. Funding Will Come From The EMA FY22 Capital Improvement Plan. They Are A Sole Source Provider.

Recommended Action: Approve This Resolution

Fund Name: Capital Improvement Plan

Account Number: 100.012.5502

Available Budget \$: 25,722.36

ATTACHMENTS:

| | |
|---|---|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance |
| <input type="checkbox"/> Correspondence | <input checked="" type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition |
| <input type="checkbox"/> P/C Minutes | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other _____ |

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE QUOTATION OF FEDERAL SIGNAL CORPORATION FOR AN EMERGENCY WARNING SIREN AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SALES AGREEMENT.

WHEREAS, the Moberly Fire Chief has determined the need exists to upgrade the city emergency notification system by replacing an emergency siren; and

WHEREAS, Blue Valley Public Safety, Inc., the exclusive sales representative of products manufactured and sold by Federal Signal Corporation, has submitted its proposal to sell and install a new emergency warning siren, to remove the current siren and purchase two-way radio siren controls for the sum of \$26,691.86; and

WHEREAS, Federal Signal Corporation is a sole source provider of emergency warning sirens; and

WHEREAS, the quotation from Blue Valley Public Safety, Inc., and the Sales Agreement from Federal Signal Corporation are attached hereto.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby directs the City Manager to execute the attached Quotation and Sales Agreement on behalf of the City of Moberly.

RESOLVED this 4th day of October, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

Contact Name: Fire Chief Don Ryan

Customer: City of Moberly

Address: 310 N. Clark St.

City: Moberly

State: MO

Zip: 65270

Phone: 660-269-8705

Cell: 319-750-0291

Fax: *

Email: ryand@moberlyfd.com

Notes: Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

**Quotation No.: ANS
901211037**
**Please reference quote
no. on your order**
Date Quoted: 9/1/21

| Item No. | Qty. | Model/Part No. | Description | Unit Price | Total |
|---|------|----------------|--|-------------|------------------|
| Electro-Mechanical Siren Equipment | | | | | |
| 1 | 1 | 2001-130 | ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ | \$ 8,038.80 | \$ 8,038.80 |
| 2 | 1 | DCFCTBDH | DIGITAL CONTROLLER, HIGH BAND | \$ 7,290.00 | \$ 7,290.00 |
| 3 | 1 | 2001TRBP | TRANSFORMER RECTIFIER PLUS | \$ 1,980.00 | \$ 1,980.00 |
| 4 | 1 | OMNI-4 | ANTENNA, 152-156MHZ VHF | \$ 361.80 | \$ 361.80 |
| 5 | 1 | AMB-P | ANTENNA MOUNTING BRACKET, POLE | \$ 121.50 | \$ 121.50 |
| Total Equipment | | | | \$ | 17,792.10 |
| Shipping | | | | | |
| | | ES-FREIGHT | Shipping Fees | | \$ 790.76 |
| Services | | | | | |
| 6 | 1 | TK-I-2001ADC | 2001 AC-DC Standard Installation 4 Standard Batteries Site Optimization 50' Class 2 Wood Pole | \$ 7,269.00 | \$ 7,269.00 |
| 7 | 1 | TK-IO-CUSREMOV | Removal Services, Custom | \$ 840.00 | \$ 840.00 |
| Total Services | | | | \$ | 8,109.00 |
| Total of Project | | | | \$ | 26,691.86 |
| Options | | | | | |
| 8 | 1 | BV-TRAFFIC | Traffic Control, if required | \$ 750.00 | \$ 750.00 |
| 9 | 1 | BV-Permit | Cost associated with electrical inspections / permits, if required | \$ 1,250.00 | \$ 1,250.00 |

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds \$50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates

Title: General Manager

Brian Cates

Signature

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms:
Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Contact Name: Fire Chief Don Ryan

Customer: City of Moberly

Address: 310 N. Clark St.

City: Moberly

State: MO

Zip: 65270

Phone: 660-269-8705

Cell: 319-750-0291

Fax: *

Email: ryand@moberlyfd.com

Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS
901211037
Please reference quote
no. on your order
Date Quoted: 9/1/21

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

Purchase Order MUST be made out to:

Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484

Purchase Order MUST be e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513

dee@bvpsonline.com

Quotation No.: FWS
901211037

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringing claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

(15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.

(16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.

(17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

(18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.

(19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

(20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.

(21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.

(22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.

(23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminates exist at any intended installation site.

(24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

(25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

(26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

(27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

(28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

(29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.



FEDERAL SIGNAL CORPORATION

Federal Warning Systems

#6.

September 9, 2021

City of Moberly
ATTN: Don Ryan, Fire Chief
310 N. Clark
Moberly, MO 65270

Dear Chief Ryan,

This letter is to confirm that Blue Valley Public Safety, Inc. is the exclusive sales representative of products manufactured and sold by Federal Warning Systems, a division of Federal Signal Corporation for the states of Iowa, Nebraska, South Dakota, Kansas, and Missouri. This exclusivity extends to Blue Valley Public Safety, Inc. as the field service provider and regional installer for FWS as well.

Their contact point is:

Blue Valley Public Safety, Inc.
P.O. Box 363 - 509 James Rollo Drive
Grain Valley, MO 64029
Attn: Norma Cates

You can reach Norma at 816-847-7502.

If I can answer additional questions or provide you with any information about Blue Valley or the Federal Warning System product line, please feel free to contact me directly at (708) 465-0824. In addition, you can find information about our products on our website at <http://www.alertnotification.com>.

Sincerely,
Federal Signal Corporation

Teague Cliff
Central Region Sales Manager

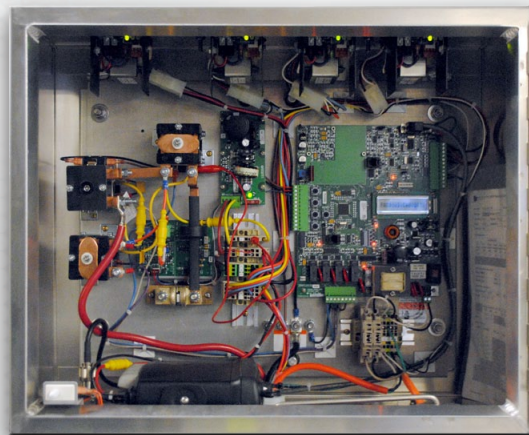
cc: Norma Cates, Blue Valley Public Safety, Inc.

2645 Federal Signal Drive – University Park, IL 60466 Telephone (708) 465-0824

DCFCTBD DC Two-Way Digital Controller

Features

- **Two-way siren controller for 48VDC sirens**
- **Two-way radio control and status monitoring**
- **AFSK two-way signaling format**
- **Simultaneous single-tone, two-tone sequential, and DTMF, EAS, and POCSAG decoding.**
- **Push buttons for local activation**
- **UL Listed for general signaling**



The Federal Signal DCFCTBD is a two-way digital, battery-operated status monitoring siren controller for use with the Federal Signal 2001-130 siren, 508-128, Equinox and Eclipse[®] siren series. The controller interfaces with an off-the-shelf two-way radio transceiver and communicates to the base control via AFSK signaling. In addition to AFSK, the controllers will simultaneously decode any combination of single-tone, two-tone sequential, DTMF, POCSAG and EAS formats for activation. This makes the two-way controller compatible with virtually any existing siren control system.

All DCFCTBD models come equipped with four independent relay outputs that can be programmed to activate with various codes. There are four landline inputs and four local push buttons for activation, plus reset. Activation codes, relay timing, and optional warning sounds are programmed into the unit through a standard RS232 serial port or over-the-air from the central control point.

The DCFCTBD offers six user programmable functions in addition to the five pre-set functions: arm, disarm, report, growl test and master reset. The controller includes the necessary sensors and wiring to supply information on the following areas of operation: AC power status, communications status, low battery status, intrusion, siren activation, current intrusion, siren rotation and local activation.

DCFCTBD DC Two-Way Digital Controller

Specifications

Electrical

| | |
|-------------------|--|
| AC supply voltage | 120 VAC @ 4.0 Amps 240VAC @ 2.0 Amps |
| Current Draw | +/- 10%, 50/60 Hz, maximum standby current |
| Power Supply | 6A @ 13.3VDC |
| Battery Backup | 48VDC |
| Current Draw | < .2 Amps in standby |

Serial Ports

| | |
|----------------------|----------------------|
| Serial Port Protocol | RS232C 1200, N, 8, 1 |
|----------------------|----------------------|

Transceiver

| | |
|------------------------|--|
| Programmable Frequency | Power Out and Private Line options. For further details, consult the Vertex® product manual. |
|------------------------|--|

Signaling Format

| | |
|------|---|
| AFSK | 1200 baud, MSK (Minimum Shift Key) modem type Usable decode sensitivity: 12dB SINAD (min.) |
| DTMF | 3-12 standard DTMF characters |

Two-Tone Sequential

| | |
|-----------------|--|
| Frequency Range | 282 Hz - 3000 Hz (non-CTCSS) 400 Hz - 3000 Hz (CTCSS) |
| Tone Timing | .5 sec - .25 sec min., 8 sec max |
| Intertone Gap | 400ms (maximum) |
| Tone Accuracy | +/- 1.5% |
| Tone Spacing | 5.0% preferred, 3% min. |

Single Tone

| | |
|-----------------|---|
| Frequency Range | 282 Hz - 3000 Hz |
| Tone Timing | 0.5 sec. - 8 sec maximum |
| Tone Accuracy | +/- 1.5% |
| Tone Spacing | 5.0% preferred, 3% min. |
| EAS | Supports standard EAS codes and wildcards |
| POCSAG | Supports binary AFSK 512 Baud numeric messages. |

Relay Outputs

| | |
|-----------------|--|
| 4 relay outputs | SPST |
| Contact Rating | (4 relays standard) 5A @ 28VDC — 5A @ 240VAC |

Audio Output

| | |
|---------------------------|----------------------|
| Output Voltage | >2V Peak to Peak |
| Maximum Load | 8 Ohms |
| Total Harmonic Distortion | <10% @ 1kHz Sinewave |

Environmental

| | |
|-----------------------|---------------|
| Operating Temperature | -30°C to 65°C |
|-----------------------|---------------|

Controller Dimensions (with battery cabinet)

| | |
|-------|--|
| HxWxD | 62.5"x 23.5"x 16.94" (1588mm x 597mm x 430mm) NEMA 4X Rated |
|-------|--|

Battery Cabinet Dimensions

| | |
|-------|--|
| HxWxD | 18"x 28"x 15.19" (457mm x 711mm x 386mm) Vented NEMA 4X Rated |
|-------|--|

Shipping Weight

| | |
|-------------------------|----------------------|
| Approx. Shipping Weight | 300 lbs. (136.36 kg) |
| Actual Weight | 234 lbs. (106.3 kg) |

2001TR: AC Primary Operation

| | |
|----------------------|-------------------------------------|
| Operating Voltage | 208/220/240 VAC single phase |
| Current Requirements | 30 Amps (approx.) |
| Dimensions | 23"x11"x10" (584mm x 279mm x 254mm) |
| Product Weight | 150 lbs. (68.2 kg) |

Order information

| | |
|---------------------------|---|
| DCFCTBD ^{1,2} | Two-way Federal Controller |
| DCFCTBDH ^{1,2} | Two-way Federal Controller, high band 136-174 MHz |
| DCFCTBDU ^{1,2} | Two-way Federal Controller, UHF band 403-470 MHz |
| DCFCTBD-IP ^{1,3} | IP-enabled two-way electro-mechanical controller |

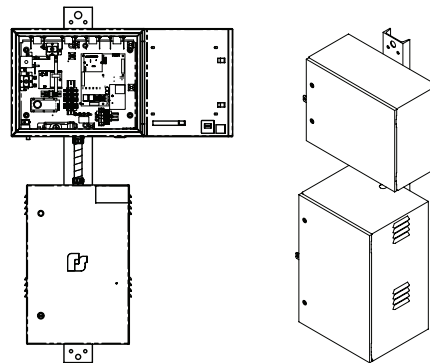
Options

| | |
|------------------------|--|
| FSPWARE | Federal Programming Software (Non-Digital Applications) |
| SFCDWARE | Federal Commander Digital Software (See literature for details) |
| Q-DC-IP ^{1,3} | Retrofit kit to upgrade existing controller to IP |
| ES-PROG-DTMF | Two-Way DTMF Programming |

¹ For use with 2001-130 and Eclipse⁸ siren series.

² Antenna and cable are not included with radio activation control and must be ordered separately.

³ Broadband radio and SmartMsg software sold separately.





► Model 2001-130 and Equinox

High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless Ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (500 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

High Power, Directional Rotating Siren (2001-130/Equinox)

S P E C I F I C A T I O N S

Power:¹

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

| | | |
|------------------------------|-----------------|----------------|
| Signal Information: | 2001-130 | Equinox |
| Signal /Sweep Rate | Frequency Range | 500 Hz |
| Steady /Continuous | 790 Hz | |
| Wail /10 sec. | 470-790 Hz | 180-500 Hz |
| Fast Wail /3.5 sec. | 600-790 Hz | 300-500 Hz |
| Coverage:² | 2001-130 | Equinox |
| 70dB | Up to 6,500' | Up to 6,100' |
| 60dB | Up to 13,200' | Up to 12,200' |

Pole Mounts:

Wood, steel, composite or concrete poles can be provided.

Contact Federal Signal for details

Communications:

Federal Signal can supply one-way and two-way communications.

Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:³ -22°F to 140°F -30°C to 60°C

Dimensions H x W x D: 62" x 37" x 41"
(157 cm x 94 cm x 104 cm)

| | | |
|-------------------------|------------|--------|
| Net Weight: | 420 lbs | 190 kg |
| Shipping Weight: | 460 lbs | 205 kg |
| Equinox Net Weight | 390 pounds | 159 kg |
| Equinox Shipping Weight | 460 pounds | 205 kg |

H O W T O O R D E R

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

Description

Part Number

Siren Ordering Information:

Rotating electro-mechanical siren 130 dBc +/- 1dBc
@ 100' (30.5m) 48VDC, pole mount included

2001-130

Rotating electro-mechanical siren, low frequency,
125 dBc +/- 1dBc @ 100' (30.5m) 48VDC,
pole mount included

Equinox

Siren Control Ordering Information:

One-way FC Controller, 120VAC operation

FC/H/U

Two-way FC Controller, 120VAC operation

FCTBD/H/U

One-way FC Controller, 120VAC to battery operation

DCFCB/H/U⁴

Two-way FC Controller, 120VAC to battery operation

DCFCTBD/H/U⁴

Command and Control for Multiple Siren Installation:

Console for siren activation (R for rack mount)

SS2000+/R

Commander software for PC based siren activation,
monitoring and control

SFCD⁵

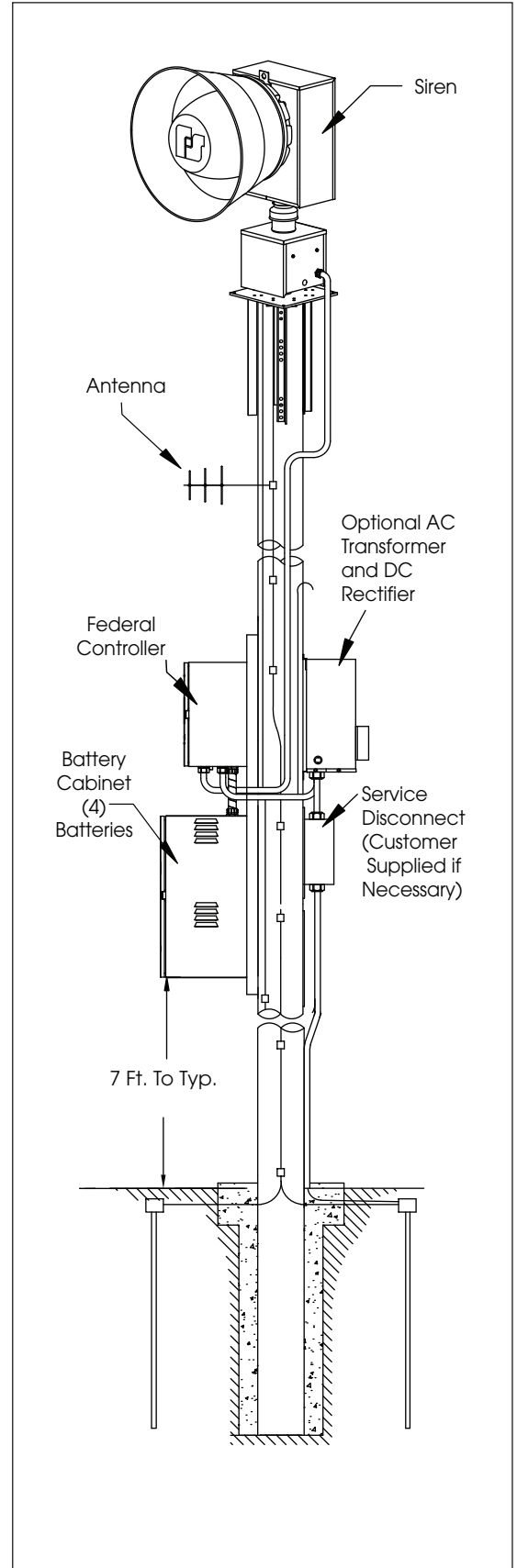
¹ Contact Federal Signal for powering options

² Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

³ The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

⁴ Batteries not included

⁵ See product page for additional information



City of Moberly

City Council Agenda Summary

Agenda Number: #7.
 Department: Public Utilities
 Date: October 4, 2021

Agenda Item: A Resolution Approving a Mowing and Hold Harmless Agreement Between the City of Moberly, Missouri and Gary Seidel for Mowing the City Lake Property.

Summary: The City of Moberly maintains ownership of property surrounding Sugar Creek Lake that is part of the lake's watershed. City staff contacted three separate individuals for mowing and baling recently acquired acreage adjoining Sugar Creek Lake. Only one individual expressed interest in performing the work. This agreement is for a 1/3-2/3 share of the baled hay, with the hired individual to collect the 2/3 share as payment for maintaining the pasture portion of the property. The City wishes to hire Gary Seidel to mow and bale up to 28 acres of the property.

Recommended

Action: Approve this resolution

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

| | |
|---|---|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance |
| <input type="checkbox"/> Correspondence | <input checked="" type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition |
| <input type="checkbox"/> P/C Minutes | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other Agreement |

Roll Call Aye Nay

Mayor

M___ S___ **Jeffrey** ___ ___

Council Member

M___ S___ **Brubaker** ___ ___

M___ S___ **Kimmons** ___ ___

M___ S___ **Davis** ___ ___

M___ S___ **Kyser** ___ ___

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

**A RESOLUTION APPROVING A MOWING AND HOLD HARMLESS AGREEMENT
BETWEEN THE CITY OF MOBERLY, MISSOURI AND GARY SEIDEL FOR
MOWING THE CITY LAKE PROPERTY.**

WHEREAS, city staff personally contacted three potential parties looking for someone to mow and bail approximately 28 acres of hay ground on property recently purchased by the city near Sugar Creek Lake; and

WHEREAS, Gary Seidel has indicated his willingness to mow and bale the property on the terms and conditions contained in the attached Mowing and Hold Harmless Agreement; and

WHEREAS, city staff recommends the approval of the Agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the Agreement as recommended by city staff and authorizes the City Manager to execute the Agreement on behalf of the City.

RESOLVED this 4th day of October, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk

MOWING AND HOLD HARMLESS AGREEMENT

THIS MOWING AND HOLD HARMLESS AGREEMENT is made and entered into as of this _____ day of _____, 2021 (the “Agreement”), by and among the **CITY OF MOBERLY, MISSOURI**, a third-class city of the State of Missouri (the “City”), and **GARY SEIDEL** (“Seidel”) an individual residing in Moberly, Missouri.

RECITALS

WHEREAS, the City owns property which consists of several acres of hay ground in need of mowing.

WHEREAS, Seidel has mowing and haying equipment and is able and willing to mow and pick up hay on the property owned by the City.

WHEREAS, the City and Seidel are willing to enter into this Agreement on the following terms and conditions.

NOW, THEREFORE, the City and Seidel agree as follows:

1. The City hereby gives permission to Seidel to enter the following described property for the purpose of mowing and square bailing hay: Approximately 28 acres of hay ground in Section 16, Township 54 North, Range 14 West lying east of Hwy DD, south of County Road 1345 and north of Private Road 1340.
2. Seidel shall receive 2/3 of the square bails and the City shall receive 1/3 of the bales.
3. Seidel will operate as an independent contractor and not as an employee or agent or in any capacity for the City.
4. The term of this Agreement is from September 21, 2021 to December 31, 2021. No notice of termination is required.
5. Seidel shall notify City of the time(s) he enters the property and City shall provide any necessary assistance to access the property.
6. Seidel hereby waives any cause of action or claims he may have at any time arising out of the performance of this Agreement against the City, its agents, servants, employees or elected officials.
7. Seidel hereby assumes all risk associated with performance of this Agreement.
8. Seidel hereby holds the City harmless from all damages, injuries and claims arising from the performance of this Agreement and agrees to defend any action brought against the City, its agents, servants, employees or elected officials resulting from any action arising from the performance of this Agreement.
9. Seidel will maintain during the duration of this Agreement insurance for his mowing operation and operation of his equipment used in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

CITY OF MOBERLY

GARY SEIDEL

By: Brian Crane, City Manager

Gary Seidel

ATTEST:

Shannon Hance, City Clerk

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#8.

Department: Finance

Date: October 4, 2021

Agenda Item: A Resolution Authorizing the City Manager to Execute Agreements With Enterprise Fleet Management Inc. for Leasing and Maintaining City Vehicles.

Summary: Several City staff members have been working with Enterprise Fleet Management over the past two years to determine if their vehicle leasing program is a value-added solution for the City. After much number crunching and discussion staff feels that it will work satisfactorily. A schedule of the proposed program costs is included here. One nice point about the program is that we can stop at any point in time without penalty, so if we don't feel it is working as we anticipated we can simply stop at that point.

If you recall from the September 20 presentation by Enterprise there is potential to realize significant savings utilizing the program. However, because of the age of our current vehicles we won't begin to see the greater resale returns until we get through the first four-year lease cycle. Even with the lower initial return, we will benefit from having newer vehicles that require much less maintenance and better fuel economy, indirectly reducing our annual operating costs. Because the vehicle market is very dynamic currently and ordering windows are short and quickly filling, we are asking for approval of this resolution so that we can get truck orders placed as soon as possible.

Recommended

Action: Adopt the resolution to authorize executing the agreements.

Fund Name: Various

Account Number: Various

Available Budget \$: Amounts budgeted for outright purchase of vehicles

ATTACHMENTS:

| | |
|---|---|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance |
| <input type="checkbox"/> Correspondence | <input checked="" type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition |
| <input type="checkbox"/> P/C Minutes | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other _____ |

Roll Call

Aye

Nay

Mayor

M___ S___ Jeffrey

Council Member

M___ S___ Brubaker

M___ S___ Kimmons

M___ S___ Davis

M___ S___ Kyser

Passed

Failed

BILL NO._____

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH ENTERPRISE FLEET MANAGEMENT INC. FOR LEASING AND MAINTAINING CITY VEHICLES.

WHEREAS, Enterprise Fleet Management Inc. (“Enterprise”) has proposed a program through which the City may acquire, maintain and sell vehicles at a cost savings over the present fleet management practice; and

WHEREAS, attached hereto are the following documents proposed by Enterprise for execution by the City to begin a fleet management system: Government Credit Application, Maintenance Agreement, Master Equity Lease Agreement, Medium and Heavy Duty Vehicle Insurance Addendum, and Maintenance Management and Fleet Rental Agreement; and

WHEREAS, city staff recommends council approval of the attached agreements.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached agreements with Enterprise and authorizes the City Manager to execute said documents on behalf of the City and to take such other and further action necessary to accomplish the purposes of this Resolution.

RESOLVED this 4th day of October 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



FLEET MANAGEMENT

FLEET SYNOPSIS | City of Moberly, MO

101 West Reed Street
Moberly, MO 65270

Enterprise Fleet Management, Inc.

600 Corporate Park Drive
Clayton, MO 63105
314-512-5000 Main
314-518-5583 Fax

Jennifer McKenzie
Account Executive
636-577-3294

Jennifer.McKenzie@efleets.com

Impact of Partnership

BACKGROUND

Location: Moberly, MO

Industry: Government

Total Vehicles: 44

THE SITUATION

The City of Moberly is looking for a solution to better manage its aging fleet.

- 64% of the current light and medium duty fleet is over 7 years old.
- Older vehicles have higher fuel costs, maintenance costs, and tend to be unreliable.
- It would take 14 years to cycle out the entire fleet at current acquisition rates.

THE OBJECTIVES

Enterprise Fleet Management's proposal is to save City resources and budget dollars through a managed vehicle program.

- Utilize an open-end lease* as a funding mechanism, allowing the City to acquire additional vehicles while avoiding a large capital budget outlay.
- Replace aged vehicles with newer models to increase fuel efficiency and reduce maintenance expense. Maintenance and repairs will be outsourced to local businesses to further stimulate economic growth and the integration of more fuel-efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

*An open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The City receives flexibility of ownership, as well as net equity from sale at time of disposal.

CLIENT TESTIMONTAL

"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."

— Lisa Fowler, Public Works Manager, City of San Marcos

THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City will create a long-term sustainable cost savings while replacing the heavily aged fleet with newer, reliable vehicles on 48-month cycles. This is expected to reduce fuel costs by 20% and maintenance costs by 61%.

Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 113.5% of Black Book values.

By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, The City of Moberly will be able to field newer, safer vehicles with reduced downtime in a cost-neutral or better manner.

Jennifer McKenzie | (636) 577-3294 | Jennifer.McKenzie@efleets.com



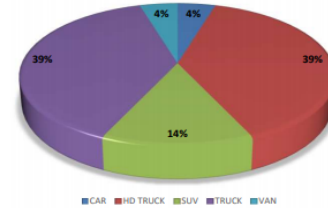
SUPPORTING EVIDENCE | City of Moberly, MO

#8.

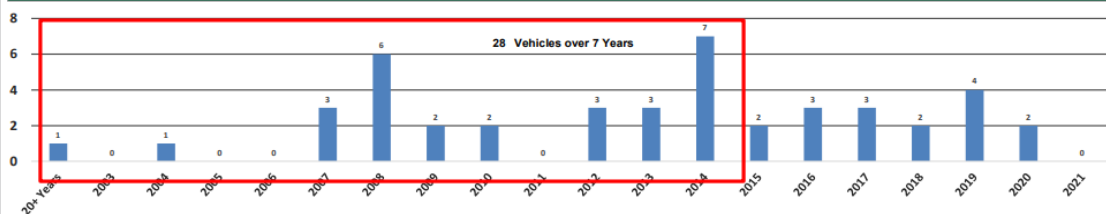
City of Moberly - Fleet Profile

| Fleet Profile | | | | Fleet Replacement Schedule | | | | | Replacement Criteria | |
|------------------------|-----------|---------------------|------------------------|----------------------------|------|------|------|----------------|--|--|
| Vehicle Type | # of Type | Average Age (years) | Average Annual Mileage | 2021 | 2022 | 2023 | 2024 | Under-Utilized | | |
| Full-size Sedan | 2 | 15.4 | 5,700 | 2 | 0 | 0 | 0 | 0 | * Fiscal Year 2021 = 13 years old and older, or odometer over 125,000 * Fiscal Year 2022 = 9 years old and older, or odometer over 85,000 * Fiscal Year 2023 = 5 years old and older, or odometer over 50,000 * Fiscal Year 2024 = Remaining Vehicles * Underutilized = Annual Mileage less than 1,500 | |
| Minivan-Passenger | 1 | 13.3 | 6,200 | 1 | 0 | 0 | 0 | 0 | | |
| 1/2 Ton Van Cargo | 1 | 14.4 | 5,600 | 1 | 0 | 0 | 0 | 0 | | |
| Mid Size SUV 4x2 | 2 | 3.8 | 2,500 | 0 | 0 | 0 | 2 | 0 | | |
| Full Size SUV 4x2 | 4 | 6.0 | 6,200 | 0 | 1 | 1 | 2 | 0 | | |
| Compact Pickup Ext 4x2 | 2 | 11.3 | 3,900 | 0 | 2 | 0 | 0 | 0 | | |
| 1/2 Ton Pickup Ext 4x2 | 2 | 6.3 | 6,300 | 0 | 0 | 2 | 0 | 0 | | |
| 1/2 Ton Pickup Ext 4x4 | 13 | 8.5 | 8,600 | 2 | 5 | 6 | 0 | 0 | | |
| 3/4 Ton Pickup Ext 4x2 | 1 | 27.6 | 3,900 | 1 | 0 | 0 | 0 | 0 | | |
| 3/4 Ton Pickup Ext 4x4 | 5 | 8.9 | 8,900 | 3 | 0 | 0 | 2 | 0 | | |
| 1 Ton Pickup Ext 4x4 | 10 | 6.9 | 4,200 | 1 | 3 | 2 | 3 | 1 | | |
| 1 Ton Cab Chassis | 1 | 1.2 | 1,800 | 0 | 0 | 0 | 1 | 0 | | |
| Totals/Averages | 44 | 8.6 | 6,300 | 11 | 11 | 11 | 10 | 1 | | |

Vehicle Types



Model Year Analysis



Confidential

4/7/2021

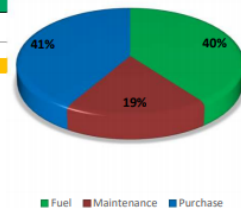
Enterprise
FLEET MANAGEMENT

City of Moberly - Fleet Planning Analysis

| | | | | | |
|-----------------------|---------|--------------|--------|-----------------|---------|
| Current Fleet | 44 | Fleet Growth | -0.52% | Proposed Fleet | 43 |
| Current Cycle | 15.00 | Annual Miles | 6,400 | Proposed Cycle | 4.00 |
| Current Maint. | \$78.09 | | | Proposed Maint. | \$31.35 |
| Maint. Cents Per Mile | \$0.15 | Current MPG | 8.8 | Price/Gallon | \$2.75 |

Fleet Costs Analysis

| Fiscal Year | Fleet Mix | | | | Fleet Cost | | | | Annual | |
|-------------|------------|--------------|-------|--------|------------|---------|----------------|-----------------|-------------|----------|
| | Fleet Size | Annual Needs | Owned | Leased | Purchase | Lease* | Equity (Owned) | Equity (Leased) | Maintenance | Net Cash |
| Average | 44 | 2.9 | 44 | 0 | 90,530 | 0 | | | 41,234 | 86,625 |
| '21 | 43 | 11 | 32 | 11 | 0 | 56,879 | -66,450 | 34,127 | 82,193 | 106,749 |
| '22 | 43 | 11 | 21 | 22 | 0 | 115,824 | -114,650 | 27,956 | 77,761 | 106,891 |
| '23 | 43 | 11 | 10 | 33 | 0 | 174,000 | -164,575 | 21,786 | 73,329 | 104,540 |
| '24 | 43 | 10 | 0 | 43 | 0 | 234,533 | -250,189 | 16,177 | 69,300 | 254,536 |
| '25 | 43 | 11 | 0 | 43 | 0 | 234,533 | -114,276 | 16,177 | 69,300 | 205,733 |
| '26 | 43 | 11 | 0 | 43 | 0 | 234,533 | -117,982 | 16,177 | 69,300 | 202,028 |
| '27 | 43 | 11 | 0 | 43 | 0 | 234,533 | -114,498 | 16,177 | 69,300 | 205,512 |
| '28 | 43 | 10 | 0 | 43 | 0 | 234,533 | -105,968 | 16,177 | 69,300 | 214,042 |



8 Year Savings

\$637,764

Avg. Sustainable Savings

\$11,560

Current Fleet Equity Analysis

| YEAR | 2021 | 2022 | 2023 | 2024 | Under-Utilized |
|----------------------------------|----------|-----------|-----------|-----------|----------------|
| QTY | 11 | 11 | 11 | 10 | 1 |
| Est \$ | \$3,577 | \$10,423 | \$14,961 | \$25,019 | \$27,100 |
| TOTAL | \$39,350 | \$114,650 | \$164,575 | \$250,189 | \$27,100 |
| Estimated Current Fleet Equity** | | | | | \$595,864 |

* Lease Rates are conservative estimates

**Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection

Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet

64% of the current light and medium duty fleet is over 7 years old
Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense
Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget

Challenged by inconsistent yearly budgets
Currently vehicle budget is underfunded

Confidential

4/7/2021

Enterprise
FLEET MANAGEMENT



FLEET MANAGEMENT

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MEDIA & CASE STUDY | City of Moberly, MO

CASE STUDY | CITY OF SAN MARCOS



The City of San Marcos Reduces Costs by 27% and Replaces Aging Vehicles.

BACKGROUND

Location: San Marcos, CA
Industry: Government
Total vehicles: 90 vehicles

THE CHALLENGE

Half of The City of San Marcos' vehicles were operating past their useful life. The City's fleet was deteriorating rapidly, and many of the vehicles needed to be replaced to mitigate escalating repair and maintenance costs. Budget challenges prevented the City from purchasing new vehicles. Major repairs reduced the number of available vehicles, and the City vehicle downtime was significantly affecting its operations. Maintenance costs continued to erode the budget and interfere with the efficiency of City operations.

THE SOLUTION

Enterprise Fleet Management evaluated the City's entire fleet to identify the most cost-effective way to replace its aging vehicles. Ten vehicles were identified as under-utilized and completely removed from service. By implementing an open-ended lease structure, the City was able to replace the remaining ninety vehicles within a three-year period. The program did not require a large initial outlay of funds. The City of San Marcos was not burdened with extensive capital requirements for vehicle replacement, allowing them to replace highly important, heavy-duty and emergency vehicles first.

"The Enterprise Fleet Management lease program has not only alleviated some of the maintenance burden placed on our lean fleet maintenance staff and budget, it has also provided a level of flexibility that allows my team to promptly address the City's dynamic fleet needs without sacrificing service."

— Lisa Fowler, Public Works Manager- Administration & Fleet

The Full Maintenance Program provides a low fixed monthly cost, which is easily budgeted for every year. The program eliminates the need for City resources to work on the light-duty fleet, so the maintenance staff can solely focus on the heavy-duty equipment.

THE RESULTS

The partnership with Enterprise Fleet Management has significantly reduced the portions of the Public Works-Fleet Operations budget and the Vehicle Replacement fund that was affected by the declining condition of the light-duty fleet. The City realized a 27% decrease in the cost to purchase and maintain the light duty fleet. The program will result in a combined fund savings of \$1.1 million over a five-year period.

To learn more, visit efleets.com or call 877-23-FLEET.

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Key Results

27%
DECREASE
IN FLEET COSTS



RIGHT-SIZED
FLEET BY 10%
FOR BETTER
UTILIZATION

REPLACED
90 VEHICLES
OVER A 3-YEAR PERIOD



FLEET MANAGEMENT

SAFETY

-15 vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control and airbag standardization and anti-lock brake control.

-All 15 vehicles predate Electronic Stability Control. According to the Highway Traffic Safety Administration, this is the most important safety feature since the seatbelt.

ACCOUNT MANAGEMENT

The City of Moberly will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Meeting with you at minimum 4 times a year- 2 of those are financial planning meetings. These are an Annual Client Review and a Fleet Analysis Meeting.
- Your Account Manager will provide ongoing analysis, which can include best makes/models, cents per mile, total cost of ownership, and replacement analysis.
- Monthly management reports consisting of a single invoice with all charges

ANCILLIARIES

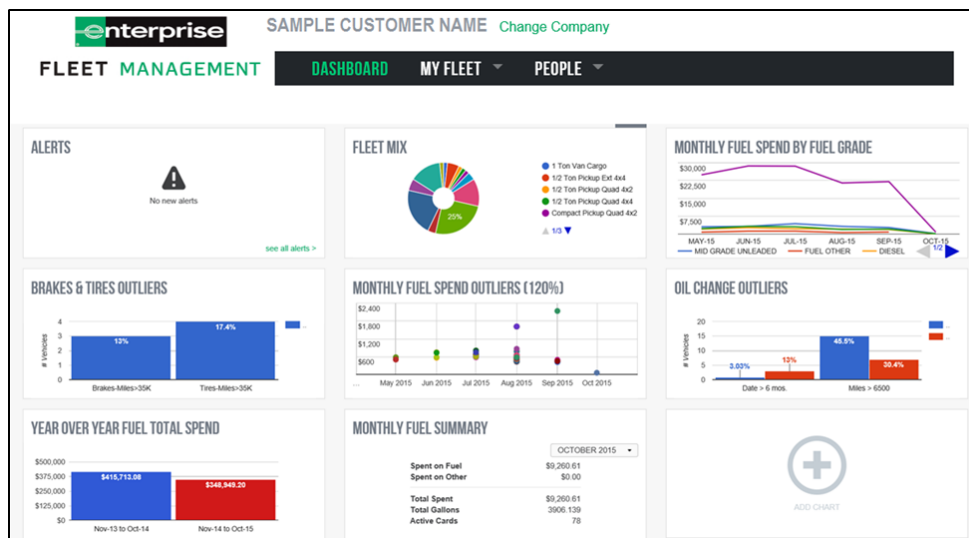
Enterprise Fleet Management has the ability to offer a total fleet solution should the City need further evaluation of the fleet. These can include:

- Fuel Card
- Telematics Device
- Physical Damage Coverage

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data to have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our *Mobile App* also allows drivers a wide range of functions.

- **Invoices**- to include lease, maintenance, and ancillaries- all in one invoice
- **Maintenance Utilization**- review the life-to-date maintenance per vehicle
- **Recall Information**- see which units that are approaching the lease term still have open recalls
- **License & Registration**- see which plate renewals are being processed by Enterprise; view status
- **Alerts**- set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis**- see data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



CURRENT PARTNERS

- City of Mt. Vernon, IL
- City of Washington, MO
- City of Florissant, MO
- City of Branson, MO
- City of Ozark, MO
- Village of Round Lake Beach, IL
- City of Freeport, IL
- City of Crystal Lake, IL
- Cahokia School District

REFERENCES

Below is a list of three (3) client/customer references including name, contact person, and telephone number.

Name: **City of Mount Vernon**

Business Phone #: 618-242-6802

Contact Person: Mary Ellen Bechtel – City Manager

Name: **City of Jefferson**

Business Phone #: 573-634-6306

Contact Person: Steve Crowell – City Manager

Name: **City of Florissant**

Business Phone #: 314-839-7640

Contact Person: Todd Hughes – Public Works Director

CITY OF MOBERLY - ESTIMATED ENTERPRISE FLEET COST SCHEDULE

| Department | Item | Last Year | Current | Impending | Planned | Planned | Planned | Planned | Planned | Planned |
|---|-------------|------------|------------|------------|------------|------------|-----------|------------|------------|------------|
| Community Development (100.005.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Replace Code Enforcement vehicle | \$122,000 | | | | \$32,000 | | | \$29,000 | \$29,000 | \$32,000 |
| Replace 108 - 2014 F-150 - Enterprise 4-year lease | \$26,525 | | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| Replace 102 - 2018 Durango - Enterprise 4-year lease | \$23,965 | | | | | \$5,060 | \$5,060 | \$5,060 | \$5,060 | \$3,724 |
| Replace 104 - 2018 Escape - Enterprise 4-year lease | \$16,843 | | | | | \$3,636 | \$3,636 | \$3,636 | \$3,636 | \$2,299 |
| Replace 107 - 2017 Renegade - Enterprise 4-year lease | \$16,843 | | | | | \$3,636 | \$3,636 | \$3,636 | \$3,636 | \$2,299 |
| 100.005.5502 TOTAL | (\$37,824) | \$0 | \$0 | \$0 | (\$27,170) | \$17,163 | \$17,163 | (\$11,837) | (\$13,066) | (\$20,076) |
| Parks (115.041.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Truck replacement (2023 = 2 trucks) | \$192,000 | | | \$64,000 | \$32,000 | \$32,000 | \$32,000 | \$32,000 | | |
| Replace 804 - 1994 F-250 - Enterprise 4-year lease | \$38,205 | | \$5,390 | \$5,390 | \$5,390 | \$5,390 | \$4,161 | \$4,161 | \$4,161 | \$4,161 |
| Replace 807 - 2010 Ford Ranger - Enterprise 4-year lease | \$33,728 | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Replace 811 - 2017 F-150 - Enterprise 4-year lease | \$30,126 | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 |
| Replace 805 - 2014 F-150 - Enterprise 4-year lease | \$26,525 | | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| Replace 808 - 2019 F-250 - Enterprise 4-year lease | \$28,185 | | | | | \$5,883 | \$5,883 | \$5,883 | \$5,883 | \$4,654 |
| Replace 802 - 2019 F-350 - Enterprise 4-year lease | \$25,721 | | | | | \$5,390 | \$5,390 | \$5,390 | \$5,390 | \$4,161 |
| 115.041.5502 TOTAL | (\$9,510) | \$0 | \$10,220 | (\$48,949) | (\$12,119) | (\$846) | (\$3,304) | (\$4,532) | \$26,239 | \$23,781 |
| Administration (115.044.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Replace 806 - 2010 Chevy Colorado - Enterprise 4-year lease | \$33,728 | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| 115.044.5502 TOTAL | \$33,728 | \$0 | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Athletic Complex (115.048.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Truck replacement | \$64,000 | | | \$32,000 | | \$32,000 | | | | |
| Replace 801 - 2016 F-350 - Enterprise 4-year lease | \$37,493 | | | \$5,883 | \$5,883 | \$5,883 | \$5,883 | \$4,654 | \$4,654 | \$4,654 |
| Replace 821 - 2014 F-150 - Enterprise 4-year lease | \$26,525 | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| 115.048.5502 TOTAL | (\$37,475) | \$0 | \$0 | (\$32,000) | \$4,830 | (\$27,170) | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| Administration (301.110.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Replace 711 - 2019 Dodge Durango - Enterprise 4-year lease | \$20,240 | | | | | | \$5,060 | \$5,060 | \$5,060 | \$5,060 |
| 301.110.5502 TOTAL | \$20,240 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,060 | \$5,060 | \$5,060 | \$5,060 |
| Utilities - Distribution & Collection (301.112.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Pickup truck replacement (2 each in 2022 & 2023) | \$366,303 | \$33,303 | \$70,000 | \$70,000 | \$32,000 | \$32,000 | \$32,000 | \$32,000 | \$32,000 | \$32,000 |
| Replace 706 - 2007 F-150 - Enterprise 4-year lease | \$34,648 | | \$5,060 | \$5,060 | \$5,060 | \$5,060 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Replace 703 - 2008 F-250 - Enterprise 4-year lease | \$38,205 | | \$5,390 | \$5,390 | \$5,390 | \$5,390 | \$4,161 | \$4,161 | \$4,161 | \$4,161 |
| Replace 737 - 2008 F-350 - Enterprise 4-year lease | \$42,147 | | \$5,883 | \$5,883 | \$5,883 | \$5,883 | \$4,654 | \$4,654 | \$4,654 | \$4,654 |
| Replace 709 - 2013 F-150 - Enterprise 4-year lease | \$33,728 | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Replace 704 - 2016 F-150 - Enterprise 4-year lease | \$26,525 | | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| Replace 708 - 2014 F-150 - Enterprise 4-year lease | \$26,525 | | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| Replace 775 - 2020 F-250 - Enterprise 4-year lease | \$25,721 | | | | | \$5,390 | \$5,390 | \$5,390 | \$5,390 | \$4,161 |
| Replace 727 - 2021 F-150 - Enterprise 4-year lease | \$14,407 | | | | | | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| 301.112.5502 TOTAL | (\$123,398) | (\$33,303) | (\$48,837) | (\$48,837) | (\$1,176) | \$4,214 | \$2,671 | \$2,671 | \$214 | (\$1,015) |
| Utilities - Water Treatment (301.113.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Pickup truck replacement | \$96,000 | | | \$64,000 | | | | | | \$32,000 |
| Replace 746 - 2008 Chevy 1500 - Enterprise 4-year lease | \$33,728 | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Replace 712 - 2008 Chevy 1500 - Enterprise 4-year lease | \$33,728 | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Replace 734 - 2022 Ford F-250 - Enterprise 4-year lease | \$16,645 | | | | | | \$4,161 | \$4,161 | \$4,161 | \$4,161 |
| 301.113.5502 TOTAL | (\$11,899) | \$0 | \$9,661 | (\$54,339) | \$9,661 | \$9,661 | \$11,365 | \$11,365 | \$11,365 | (\$20,635) |
| Utilities - Wastewater Treatment (301.114.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Pickup truck replacement (1 standard cab & 1 crew cab) | \$99,000 | | \$67,000 | | | | | | \$32,000 | |
| Replace 777 - 2014 Ford F-150 - Enterprise 4-year lease | \$33,728 | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Replace 707 - 2009 Ford Explorer - Enterprise 4-year lease | \$23,965 | | | | | \$5,060 | \$5,060 | \$5,060 | \$5,060 | \$3,724 |
| Replace 761 - 2019 Ford F-350 - Enterprise 4-year lease | \$28,185 | | | | | \$5,883 | \$5,883 | \$5,883 | \$5,883 | \$4,654 |

CITY OF MOBERLY - ESTIMATED ENTERPRISE FLEET COST SCHEDULE

#8.

| | | | | | | | | | | |
|---|--------------------|-------------------|--------------------|--------------------|-------------------|-------------------|-----------------|-------------------|-------------------|-------------------|
| 301.114.5502 TOTAL | (\$13,122) | \$0 | (\$62,170) | \$4,830 | \$4,830 | \$15,773 | \$14,545 | \$14,545 | (\$17,455) | \$11,979 |
| Department | Item | Last Year | Current | Impending | Planned | Planned | Planned | Planned | Planned | Planned |
| Stormwater (301.115.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Replace pickup truck | \$32,000 | | | | | \$32,000 | | | | |
| Replace 904 - 2014 Ford F-150 - Enterprise 4-year lease | \$26,525 | | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| 301.115.5502 TOTAL | (\$5,475) | \$0 | \$0 | \$0 | \$4,830 | (\$27,170) | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| Department | Item | Last Year | Current | Impending | Planned | Planned | Planned | Planned | Planned | Planned |
| Street Improvement (601.000.5502) | Cost | YE 2021 | YE 2022 | YE 2023 | YE 2024 | YE 2025 | YE 2026 | YE 2027 | YE 2028 | YE 2029 |
| Pickups/utility trucks replacement | \$355,000 | \$35,000 | \$36,000 | \$47,000 | \$47,000 | \$38,000 | \$38,000 | \$38,000 | \$38,000 | \$38,000 |
| Replace 546 - 2012 F-350 dump bed - Enterprise 4-year lease | \$62,166 | | \$8,385 | \$8,385 | \$8,385 | \$8,385 | \$7,156 | \$7,156 | \$7,156 | \$7,156 |
| Replace 501 - 2013 Chevy 1500 - Enterprise 4-year lease | \$33,728 | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 | \$3,602 | \$3,602 |
| Replace 549 - 2012 GMC 3500HD flatbed - Enterprise 4-year lease | \$47,466 | | | \$7,317 | \$7,317 | \$7,317 | \$7,317 | \$6,066 | \$6,066 | \$6,066 |
| Replace 548 - 2012 GMC 3500HD flatbed - Enterprise 4-year lease | \$47,466 | | | \$7,317 | \$7,317 | \$7,317 | \$7,317 | \$6,066 | \$6,066 | \$6,066 |
| Replace 544 - 2014 F-350 flatbed - Enterprise 4-year lease | \$41,400 | | | | \$7,317 | \$7,317 | \$7,317 | \$7,317 | \$6,066 | \$6,066 |
| Replace 542 - 2015 F-350 dump bed - Enterprise 4-year lease | \$47,853 | | | | \$8,385 | \$8,385 | \$8,385 | \$8,385 | \$7,156 | \$7,156 |
| Replace 581 - 2013 Chevy 1500 - Enterprise 4-year lease | \$26,525 | | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 | \$3,602 |
| Replace 504 - 2016 Chevy 1500- Enterprise 4-year lease | \$22,923 | | | | | \$4,830 | \$4,830 | \$4,830 | \$4,830 | \$3,602 |
| Replace 508 - 2017 F-350 - Enterprise 4-year lease | \$28,185 | | | | | \$5,883 | \$5,883 | \$5,883 | \$5,883 | \$4,654 |
| Replace 503 - 2020 F-350 dump bed (glass truck) - Enterprise 4-year lease | \$40,697 | | | | | \$8,385 | \$8,385 | \$8,385 | \$8,385 | \$7,156 |
| Replace 545 - 2022 F-250 - Enterprise 4-year lease | \$16,645 | | | | | | \$4,161 | \$4,161 | \$4,161 | \$4,161 |
| Replace 502 - 2022 F-250 - Enterprise 4-year lease | \$16,645 | | | | | | \$4,161 | \$4,161 | \$4,161 | \$4,161 |
| 601.000.5502 TOTAL | \$76,699 | (\$35,000) | (\$22,785) | (\$19,151) | \$1,382 | \$29,480 | \$35,345 | \$32,843 | \$29,135 | \$25,448 |
| GENERAL FUND TOTAL COSTS | (\$37,824) | \$0 | \$0 | \$0 | (\$27,170) | \$17,163 | \$17,163 | (\$11,837) | (\$13,066) | (\$20,076) |
| PARKS & RECREATION FUND TOTAL COSTS | (\$13,257) | \$0 | \$15,051 | (\$76,119) | (\$2,458) | (\$23,186) | \$5,128 | \$3,900 | \$33,442 | \$30,985 |
| PUBLIC UTILITIES OPERATIONS & MAINTENANCE FUND TOTAL COSTS | (\$133,654) | (\$33,303) | (\$101,346) | (\$98,346) | \$18,145 | \$2,478 | \$38,471 | \$38,471 | \$2,785 | (\$1,010) |
| STREET IMPROVEMENT FUND TOTAL COSTS | \$76,699 | (\$35,000) | (\$22,785) | (\$19,151) | \$1,382 | \$29,480 | \$35,345 | \$32,843 | \$29,135 | \$25,448 |
| GRAND TOTAL ALL DEPARTMENTS | (\$108,037) | (\$68,303) | (\$109,079) | (\$193,615) | (\$10,100) | \$25,936 | \$96,106 | \$63,376 | \$52,296 | \$35,348 |

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 _____ (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.

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

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: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

**MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)**

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty 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:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

26,001-33,000 GVWR: a minimum of \$2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible

33,001+ GVWR: a minimum of \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

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

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____



FLEET MANAGEMENT

#8.

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.

(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.

(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 to or loss of any parts, accessories or components added to a covered

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

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: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

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

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____

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 _____ ("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, (i) 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 _____ 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

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: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Attention: _____

Attention: _____

Fax #: _____

Fax #: _____

Date Signed: _____, _____

Date Signed: _____, _____

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 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 ☐ Opinions ☐ 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)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (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:

| | |
|---------------------|----------------|
| _____ Print Name | _____ Title |
| _____ Print Name | _____ Title |
| _____ Print Name | _____ Title |
| _____ Print Name | _____ Title |
| _____ Print Name | _____ Title |
| _____ Print Name | _____ 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

| | |
|---------------------|-----------------------|
| _____ Print Name | _____ Title |
| _____ Signature | _____ Company Name |
| _____ Date | |

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 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 _____ 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.

City of Moberly

City Council Agenda Summary

Agenda Number: _____

#9.

Department: Finance

Date: October 4, 2021

Agenda Item: A Resolution Authorizing the City Manager of Moberly, Missouri to Execute An Agreement with Fusion Technology, LLC To Provide Information Technology Administrative Services.

Summary: The City has contracted with Fusion Technology for IT administration services for all City departments except Police and Fire for 5-6 years. Fusion has provided good service over the years and we have an excellent working relationship with them.

Earlier this year the Fire Department moved from services provided by The Tech Shop (the Police Department IT contractor) to Fusion Technology, adding a small handful of computers and other equipment. As with many other things, costs have continued to rise over the term of the contract. Owner Brandon Lucas has requested a \$9,200 price increase from \$28,300 annually to \$37,500 to cover these costs plus the additional IT equipment of the Fire Department. A copy of the new contract is included here for your review along with a resolution authorizing execution of the new agreement.

Recommended

Action: Adopt this resolution authorizing entering into a new agreement.

Fund Name: General Fund

Account Number: 100.013.5406, Contracted Services

Available Budget \$: 140,266

ATTACHMENTS:

| | |
|---|---|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance |
| <input type="checkbox"/> Correspondence | <input checked="" type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition |
| <input type="checkbox"/> P/C Minutes | <input checked="" type="checkbox"/> Contract |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other _____ |

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey**

Council Member

M___ S___ **Brubaker**

M___ S___ **Kimmons**

M___ S___ **Davis**

M___ S___ **Kyser**

Passed

Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER OF MOBERLY, MISSOURI TO EXECUTE AN AGREEMENT WITH FUSION TECHNOLOGIES, L.C.C. TO PROVIDE INFORMATION TECHNOLOGY ADMINISTRATIVE SERVICES.

WHEREAS, Fusion Technologies, L.C.C. has served as the Information Technology Administrator for all City facilities except the Police and Fire departments for the past nine years; and

WHEREAS, Fusion Technologies, L.C.C. has proposed a one-year renewal of their contract for services which now includes serving the fire department for a total contract amount of \$37,500.00; and

WHEEREAS, the Agreement’s Scope of Services will remain unchanged from the last agreement.

NOW, THEREFORE, the Moberly, Missouri, City Council hereby approves the attached Agreement and authorizes the City Manager to execute the Agreement on behalf of the City.

RESOLVED this 4th day of October, 2021, by the Council of the City of Moberly, Missouri.

Presiding Officer at Meeting

ATTEST:

Shannon Hance, City Clerk



Fusion Technology Small Business Customer Agreement

Fusion Technologies, LLC (hereinafter "Fusion Technologies") is hereby contracted by City Of Moberly, MO (hereinafter "Business") to provide technology support services both onsite and remote within the districts premises.

Contract Services:

- Fusion Technologies will assume the lead role *maintaining* the Business' networks and IT infrastructure. This includes the server hardware and software, network wiring, network distribution hardware, and firewalls.
- Fusion Technologies will assume the lead role maintaining the functionality of the Business' computers (desktops and laptops) including hardware, software, and network connectivity. (Wired or Wireless)
- Fusion Technologies will assume the lead role in providing end-user help desk support via the Fusion Technologies helpdesk icon.
- Fusion Technologies will assist Business' personnel in maintaining administrative software or working with Support Company to resolve issues.
- Fusion Technologies will provide technology consulting through committee or one on one meeting with administrative personnel or board of directors.
- Fusion Technologies will provide technology acquisition and consulting services.

The successful implementation of our services depends on the cooperative effort provided by the Business. Therefore,

- Business agrees to submit requests for assistance utilizing the Fusion Technologies "F" helpdesk icon located on each PC's toolbar as well as other approved means of communication as determined by Fusion Technologies. If the entire network / internet is unavailable building wide, the Business agrees to contact our support staff directly by telephone.
- Business agrees to assign a technical point of contact ("Business Technology Liaison") to facilitate communication with Fusion Technologies.
- Business agrees to work exclusively with Fusion Technologies for the duration of the contract. This applies to services outlined in the services section.
- Business agrees to give Fusion Technologies a fair bidding opportunity on all hardware, software, licenses, and services. This applies to items serviced under this agreement and available through Fusion Technologies.

Terms:

This Agreement shall commence on September 1st, 2021 and shall continue until August 31st, 2022 for a one-year term. Following this term, this agreement shall continue with an agreement by both parties. Renewal terms are as follows. Upon completion of the initial term or renewal term, this agreement shall continue for an additional term (as defined by the initial term length) until either party provides written notice to the other of its intent to terminate the agreement ("Termination Notice"). Such Termination notice must be received by the other Party not less than sixty (60) calendar days prior to the commencement of a Renewal term. Initial term escape protection is defined as follows. Either party may provide written notice to the other of its intent to terminate the Agreement ("Termination Notice") within the agreement term. However, such termination notice must be received by the other Party not less than sixty (60) calendar days prior to the commencement of a Renewal Term.



Additional Terms:

- Additional computers put in service after contract year has begun will be billed at a flat rate of \$70.00 per computer. Replacement computers, printers, and peripherals will be installed at no charge.
- On-Site Service includes no charge for travel.
- Remote service includes no additional charge for phone support or remote access.
- Services provided that go beyond the scope of the services outlined in the services section will be billed. (Examples include: network infrastructure projects, new construction wiring, and security system diagnosis and troubleshooting. Additional work all billed at \$70.00 / Hour.
- Fusion Technologies, LLC works under the authority of the Site Manager.

Annual Costs Based on a Per Site Basis – Sites Include all City of Moberly facilities excluding the Moberly Police Department

Annual Fees

The costs are based on the agreed upon rate of \$37,500 Per Year. This price includes all licensing excluding the anti-virus software and Microsoft Office 365 which is billed separately. Payments are to be made on a yearly basis on or around September 1st.

| | |
|---|------------------|
| Rate For Work Beyond the Scope of the Agreement | \$70.00 Per Hour |
|---|------------------|

Fusion Technologies

Fusion Technologies, LLC

By: _____ Date: _____
Brandon L. Lucas, President

Business:

City of Moberly, MO

By: _____ Date: _____
City Manager

City of Moberly

City Council Agenda Summary

Agenda Number: _____
Department: City Clerk
Date: October 4, 2021

Agenda Item: A Resolution Appropriating Money Out Of The Treasury Of The City Of Moberly, Missouri.

Summary: Appropriation Resolution.

Recommended

Action: Please approve this Resolution.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:

| | |
|---|---|
| <input type="checkbox"/> Memo | <input type="checkbox"/> Council Minutes |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Proposed Ordinance |
| <input type="checkbox"/> Correspondence | <input checked="" type="checkbox"/> Proposed Resolution |
| <input type="checkbox"/> Bid Tabulation | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> P/C Recommendation | <input type="checkbox"/> Petition |
| <input type="checkbox"/> P/C Minutes | <input type="checkbox"/> Contract |
| <input type="checkbox"/> Application | <input type="checkbox"/> Budget Amendment |
| <input type="checkbox"/> Citizen | <input type="checkbox"/> Legal Notice |
| <input type="checkbox"/> Consultant Report | <input type="checkbox"/> Other _____ |

Roll Call

Aye

Nay

Mayor

M___ S___ **Jeffrey** _____

Council Member

M___ S___ **Brubaker** _____

M___ S___ **Kimmons** _____

M___ S___ **Davis** _____

M___ S___ **Kyser** _____

Passed Failed

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROPRIATING MONEY OUT OF THE TREASURY OF THE CITY OF MOBERLY, MISSOURI IN THE AMOUNT OF \$526,425.15.

WHEREAS, the funds are to be disbursed as follows;

SECTION 1: There is hereby appropriated out of the **General Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$91,583.73.

SECTION 2: There is hereby appropriated out of the **Non-Resident Lodging Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$7,782.33.

SECTION 3: There is hereby appropriated out of the **Payroll Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$2,189.69.

SECTION 4: There is hereby appropriated out of the **Solid Waste Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$30.34.

SECTION 5: There is hereby appropriated out of the **Heritage Hills Golf Course Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$1,215.82.

SECTION 6: There is hereby appropriated out of the **Parks and Recreation Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$50,503.35.

SECTION 7: There is hereby appropriated out of the **Airport Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$2,475.16.

SECTION 8: There is hereby appropriated out of the **Utilities OP & Maintenance Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$50,181.61.

SECTION 9: There is hereby appropriated out of the **2004B SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$38,195.69.

SECTION 10: There is hereby appropriated out of the **2006A SRF Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$27,572.66.

SECTION 11: There is hereby appropriated out of the **2004C Bonds Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$26,552.63.

SECTION 12: There is hereby appropriated out of the **ESP Projects Debt Service Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$135,340.85.

SECTION 13: There is hereby appropriated out of the **Emergency Telephone Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$1,749.21.

SECTION 14: There is hereby appropriated out of the **Transportation Trust Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$16,910.00.

SECTION 15: There is hereby appropriated out of the **Street Improvement Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$70,553.08.

SECTION 16: There is hereby appropriated out of the **Downtown CID Sales Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$3,250.00.

SECTION 17: There is hereby appropriated out of the **Downtown CID Property Tax Fund** of the Treasury of the City of Moberly, Missouri to pay expenses due October 4, 2021 in the amount of \$339.00.

NOW, THEREFORE, the Moberly City Council authorizes these expenditures.

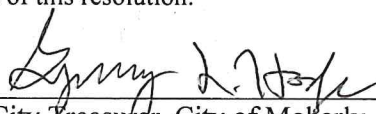
RESOLVED this 4th day of October 2021 by the Council of the City of Moberly, Missouri.

ATTEST:

Presiding Officer

City Clerk

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated in the several funds covered by this resolution to meet the requirements of this resolution.

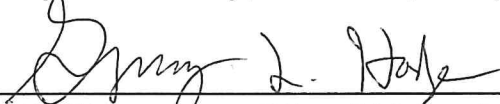


City Treasurer, City of Moberly, Missouri

**EXPENSES PAID SEPTEMBER 17, 2021 - OCTOBER 1, 2021 FOR THE
FOLLOWING FUNDS ARE TO BE INCLUDED WITH THE
OCTOBER 4, 2021 APPROPRIATION RESOLUTION TOTAL.**

| | | |
|-----------------------------------|-----------|-------------------|
| General Fund | \$ | 91,583.73 |
| Non-Resident Lodging Tax Fund | \$ | 7,782.33 |
| Payroll Fund | \$ | 2,189.69 |
| Solid Waste Fund | \$ | 30.34 |
| Heritage Hills Golf Course Fund | \$ | 1,215.82 |
| Parks and Recreation Fund | \$ | 50,503.35 |
| Airport Fund | \$ | 2,475.16 |
| Utilities OP & Maintenance Fund | \$ | 50,181.61 |
| 2004B SRF Bonds Debt Service Fund | \$ | 38,195.69 |
| 2006A SRF Bonds Debt Service Fund | \$ | 27,572.66 |
| 2004C Bonds Debt Service Fund | \$ | 26,552.63 |
| ESP Projects Debt Service Fund | \$ | 135,340.85 |
| Emergency Telephone Fund | \$ | 1,749.21 |
| Transportation Trust Fund | \$ | 16,910.00 |
| Street Improvement Fund | \$ | 70,553.08 |
| Downtown CID Sales Tax Fund | \$ | 3,250.00 |
| Downtown CID Property Tax Fund | \$ | 339.00 |
| Total | \$ | 526,425.15 |

I hereby certify that there is sufficient money standing to the credit of the City of Moberly, Missouri, unappropriated to cover the above funds.



City Treasurer, City of Moberly, Missouri

9/30/2021

Date

| BANK# | BANK NAME | CHECK# | DATE | ACCOUNT# | NAME | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|------------------|------------|--------|--------------------------------|------------|------|--------------|---------|--------|-------|-----------------|
| 24 DISBURSEMENTS | | | | | | | | | | |
| 87830 | 9/24/2021 | 6120 | AMAZON CAPITAL SERVICES | 83.89 | | | | | | |
| 87831 | 9/24/2021 | 30 | WOOGEDY LLC | 339.00 | | | | | | |
| 87832 | 9/24/2021 | 6596 | ELEVATE EQUIPMENT & CONCRETE | 78.94 | | | | | | |
| 87833 | 9/24/2021 | 2220 | MARTIN EQUIPMENT | 63,975.00 | | | | | | |
| 87834 | 9/24/2021 | 2030 | MUEHE HAROLD | 1,250.00 | | | | | | |
| 87835 | 9/24/2021 | 4929 | NORFOLK SOUTHERN RAILWAY CO | 718.81 | | | | | | |
| 87836 | 9/24/2021 | 2556 | PETTY CASH | 200.00 | | | | | | |
| 87837 | 9/24/2021 | 1849 | SPRINT | .00 | | | | | VOID: | |
| 87838 | 9/24/2021 | 1849 | SPRINT | 1,538.88 | | | | | | |
| * 87839 | Thru 87851 | | | | | | | | | |
| 87852 | 10/01/2021 | 351 | AGEE CARL W | 1,383.32 | | | | | | |
| 87853 | 10/01/2021 | 6120 | AMAZON CAPITAL SERVICES | 118.56 | | | | | | |
| 87854 | 10/01/2021 | 6 | AMEREN MISSOURI | 16.51 | | | | | | |
| 87855 | 10/01/2021 | 1825 | APOLLO PORTA POTTIES | 300.00 | | | | | | |
| 87856 | 10/01/2021 | 30 | WOOGEDY LLC | 965.80 | | | | | | |
| 87857 | 10/01/2021 | 17 | AT&T 5001 | 1,693.21 | | | | | | |
| 87858 | 10/01/2021 | 3808 | ATCO INTERNATIONAL | 130.00 | | | | | | |
| 87859 | 10/01/2021 | 15 | AUSTIN COFFEE SERVICE | 174.16 | | | | | | |
| 87860 | 10/01/2021 | 6245 | AZAVAR | 437.21 | | | | | | |
| 87861 | 10/01/2021 | 6603 | BAILEY DOROTHY | 25.00 | | | | | | |
| 87862 | 10/01/2021 | 23 | BARCO MUNICIPAL PRODUCTS INC | 434.98 | | | | | | |
| 87863 | 10/01/2021 | 27 | BEELMAN LOGISTICS LLC | 1,291.92 | | | | | | |
| 87864 | 10/01/2021 | 6595 | BOLTON KIMBERLY | 100.00 | | | | | | |
| 87865 | 10/01/2021 | 5057 | BOONE ANTHONY G. | 3,079.62 | | | | | | |
| 87866 | 10/01/2021 | 424 | BUTLER SUPPLY INC | 352.97 | | | | | | |
| 87867 | 10/01/2021 | 6454 | CAPITAL ONE | 681.30 | | | | | | |
| 87868 | 10/01/2021 | 591 | CASON BUILDING MAINTENANCE INC | 2,475.70 | | | | | | |
| 87869 | 10/01/2021 | 6602 | CFS INSPECTIONS | 775.00 | | | | | | |
| 87870 | 10/01/2021 | 1301 | CINTAS CORPORATION | 112.92 | | | | | | |
| 87871 | 10/01/2021 | 3063 | CONLEY FOREST DO | 105.00 | | | | | | |
| 87872 | 10/01/2021 | 1110 | CONTROLLED AIRE LLC | 90.00 | | | | | | |
| 87873 | 10/01/2021 | 2645 | CORE & MAIN LP | 1,934.78 | | | | | | |
| 87874 | 10/01/2021 | 194 | DMC CONCRETE CONSTRUCTION | 16,910.00 | | | | | | |
| 87875 | 10/01/2021 | 3139 | EVOQUA WATER TECHNOLOGIES LLC | 8,385.74 | | | | | | |
| 87876 | 10/01/2021 | 2433 | FANNING VICKY | 25.00 | | | | | | |
| 87877 | 10/01/2021 | 3103 | FASTENAL COMPANY | .00 | | | | | VOID: | |
| 87878 | 10/01/2021 | 3103 | FASTENAL COMPANY | 874.34 | | | | | | |
| 87879 | 10/01/2021 | 699 | FEDERAL EXPRESS | 44.25 | | | | | | |
| 87880 | 10/01/2021 | 1308 | FEHLING SMALL ENGINE LLC | 213.22 | | | | | | |
| 87881 | 10/01/2021 | 6258 | FERGUSON JAMIE | 100.00 | | | | | | |
| 87882 | 10/01/2021 | 143 | FIRST BAPTIST CHURCH | 25.00 | | | | | | |
| 87883 | 10/01/2021 | 5754 | FIRST STATE COMMUNITY BANK | 135,340.85 | | | | | | |
| 87884 | 10/01/2021 | 6598 | FIRST STATE COMMUNITY BANK | 100.00 | | | | | | |
| 87885 | 10/01/2021 | 2839 | FUSION TECHNOLOGY LLC | 149.97 | | | | | | |
| 87886 | 10/01/2021 | 704 | GALLS LLC | 164.75 | | | | | | |
| 87887 | 10/01/2021 | 3012 | GENERAL PRINTING INC | 387.07 | | | | | | |
| 87888 | 10/01/2021 | 6379 | GREATLIFE MIDMO LLC | 97.50 | | | | | | |
| 87889 | 10/01/2021 | 1495 | GUFFEY CHAD J | 36.25 | | | | | | |
| 87890 | 10/01/2021 | 298 | HARLAN ELECTRIC & CONTROLS LLC | 762.70 | | | | | | |
| 87891 | 10/01/2021 | 5993 | HUTCHINSON COMMUNITY COLL | 5,433.00 | | | | | | |
| 87892 | 10/01/2021 | 6597 | JACKSON JESSICA | 25.00 | | | | | | |

| BANK# CHECK# | BANK NAME DATE | ACCOUNT# NAME | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|-----------------|-------------------|-------------------------------------|--------------|---------|--------|-------|-----------------|
| 87893 | 10/01/2021 | 4536 CEMETARY SPECIALISTS LLC | 4,000.00 | | | | |
| 87894 | 10/01/2021 | 2075 JEFFREY JERRY | 163.55 | | | | |
| 87895 | 10/01/2021 | 4347 JOHN DEERE FINANCIAL | .00 | | | VOID: | |
| 87896 | 10/01/2021 | 4347 JOHN DEERE FINANCIAL | .00 | | | VOID: | |
| 87897 | 10/01/2021 | 4347 JOHN DEERE FINANCIAL | .00 | | | VOID: | |
| 87898 | 10/01/2021 | 4347 JOHN DEERE FINANCIAL | 2,572.06 | | | | |
| 87899 | 10/01/2021 | 6561 KIRKENDOLL MICHAELA | 25.00 | | | | |
| 87900 | 10/01/2021 | 6607 LAMB NATHANIEL | 19,292.36 | | | | |
| 87901 | 10/01/2021 | 579 LAND/CHARITON COUNTY CONCRETE | 6,134.75 | | | | |
| 87902 | 10/01/2021 | 2964 LEES LAWN CARE & EQUIPMENT LLC | 595.61 | | | | |
| 87903 | 10/01/2021 | 6599 LEHENBAUER DAKOTA | 25.00 | | | | |
| 87904 | 10/01/2021 | 1381 LEON UNIFORM COMPANY | 474.99 | | | | |
| 87905 | 10/01/2021 | 6606 MAC RAK | 25.00 | | | | |
| 87906 | 10/01/2021 | 1598 MARK TWAIN REGIONAL COG | 4,611.42 | | | | |
| 87907 | 10/01/2021 | 679 MARTECK | 737.44 | | | | |
| 87908 | 10/01/2021 | 5285 MCKENZIE PATRICK | 25.00 | | | | |
| 87909 | 10/01/2021 | 1688 MFA OIL COMPANY | 19,686.93 | | | | |
| 87910 | 10/01/2021 | 1734 MIDWEST RADAR & EQUIPMENT | 270.00 | | | | |
| 87911 | 10/01/2021 | 1761 MISSISSIPPI LIME CO | 2,495.65 | | | | |
| 87912 | 10/01/2021 | 2889 MISSOURI DEPART OF CORRECT | 825.00 | | | | |
| 87913 | 10/01/2021 | 1770 MO VOCATIONAL ENTERPRISES | 21.27 | | | | |
| 87914 | 10/01/2021 | 2740 MOBERLY AREA CHAMBER OF COMMER | 10,332.33 | | | | |
| 87915 | 10/01/2021 | 1935 MOBERLY MONITOR INDEX | 245.00 | | | | |
| 87916 | 10/01/2021 | 5091 RANDOLPH COUNTY EXTENSION | 100.00 | | | | |
| 87917 | 10/01/2021 | 6600 NAYLOR PAMELA | 100.00 | | | | |
| 87918 | 10/01/2021 | 2166 PERSONNEL EVALUATION INC | 20.00 | | | | |
| 87919 | 10/01/2021 | 2593 RANDOLPH COUNTY RECORDER | 36.00 | | | | |
| 87920 | 10/01/2021 | 3100 REBARCO, LLC. | 1,200.00 | | | | |
| 87921 | 10/01/2021 | 5765 RINEHART KELLY | 25.00 | | | | |
| 87922 | 10/01/2021 | 5989 ROSS FENCING & SALES, LLC | 60.00 | | | | |
| 87923 | 10/01/2021 | 5218 RSINET | 180.00 | | | | |
| 87924 | 10/01/2021 | 2600 SAFE PASSAGE | 700.00 | | | | |
| 87925 | 10/01/2021 | 617 SCHULTE SUPPLY INC | 4,000.52 | | | | |
| 87926 | 10/01/2021 | 6601 SMITH ERIN | 25.00 | | | | |
| 87927 | 10/01/2021 | 2610 BRENDLINGER ENTERPRISES INC | 135.00 | | | | |
| 87928 | 10/01/2021 | 6605 STANFIELD BOBBIE | 100.00 | | | | |
| 87929 | 10/01/2021 | 5700 STAPLES | 502.38 | | | | |
| 87930 | 10/01/2021 | 6604 STEWART AMANDA | 25.00 | | | | |
| 87931 | 10/01/2021 | 6301 STLF DIESEL REPAIR LLC | 711.65 | | | | |
| 87932 | 10/01/2021 | 2640 THOMAS HILL PUBLIC WATER SUPPL | 68.72 | | | | |
| 87933 | 10/01/2021 | 4812 ZRY ENTERPRISE LLC | 220.00 | | | | |
| 87934 | 10/01/2021 | 4615 TOP QUALITY LANDSCAPING LLC | 800.00 | | | | |
| 87935 | 10/01/2021 | 4564 TURFMARK SERVICES LLC | 29,288.00 | | | | |
| 87936 | 10/01/2021 | 6374 UNIFIRST CORPORATION | 279.70 | | | | |
| 87937 | 10/01/2021 | 1562 UNITED FIRST AID & SAFETY, LLC | 132.83 | | | | |
| 87938 | 10/01/2021 | 2643 UNITED WAY | 1,147.69 | | | | |
| 87939 | 10/01/2021 | 2223 US CELLULAR | 379.76 | | | | |
| 87940 | 10/01/2021 | 2646 VALIC | 1,042.00 | | | | |
| 87941 | 10/01/2021 | 5976 VARGAS DANIEL | 25.00 | | | | |
| 87942 | 10/01/2021 | 3451 VERMEER GREAT PLAINS | 91.50 | | | | |
| 87943 | 10/01/2021 | 6343 WASTE MANAGEMENT SOLUTIONS | 71.82 | | | | |
| 87944 | 10/01/2021 | 2657 WILLIAMS DANIEL J | 360.00 | | | | |
| 87945 | 10/01/2021 | 5908 WILLIAMS KEEPERS, LLC | 3,225.00 | | | | |

| BANK# | BANK NAME | ACCOUNT# | NAME | CHECK AMOUNT | CLEARED | MANUAL | VOID | REASON FOR VOID |
|-----------|------------|----------|---------------------------|--------------|---------|--------|------|-----------------|
| CHECK# | DATE | | | | | | | |
| 87946 | 10/01/2021 | 2772 | WIRELESS USA | 602.35 | | | | |
| 87947 | 10/01/2021 | 5298 | ZAMKUS AND ASSOCIATES LLC | 2,500.00 | | | | |
| *20190904 | | | | | | | | |
| 20190905 | 9/24/2021 | 5783 | BANKCARD SERVICES | 13,847.43 | | E-PAY | | |
| 20190906 | 9/24/2021 | 6 | AMEREN MISSOURI | 45,606.34 | | E-PAY | | |
| 20190907 | 9/24/2021 | 2708 | UMB BANK | 92,320.98 | | E-PAY | | |

* See Check Summary below for detail on gaps and checks from other modules.

| | |
|----------------|------------|
| BANK TOTALS: | |
| OUTSTANDING | 526,425.15 |
| CLEARED | .00 |
| | ----- |
| BANK 24 TOTAL | 526,425.15 |
| **VOIDED** | .00 |

| FUND | TOTAL | OUTSTANDING | CLEARED | VOIDED |
|-------------------------------|------------|-------------|---------|--------|
| 100 GENERAL FUND | 91,583.73 | 91,583.73 | .00 | .00 |
| 102 NON-RESIDENT LODGING TAX | 7,782.33 | 7,782.33 | .00 | .00 |
| 105 PAYROLL FUND | 2,189.69 | 2,189.69 | .00 | .00 |
| 110 SOLID WASTE FUND | 30.34 | 30.34 | .00 | .00 |
| 114 HERITAGE HILLS GOLF CRSE | 1,215.82 | 1,215.82 | .00 | .00 |
| 115 PARKS & RECREATION FUND | 50,503.35 | 50,503.35 | .00 | .00 |
| 120 AIRPORT FUND | 2,475.16 | 2,475.16 | .00 | .00 |
| 301 UTILITIES OP & MAINT | 50,181.61 | 50,181.61 | .00 | .00 |
| 377 2004B SRF BONDS DEBT SERV | 38,195.69 | 38,195.69 | .00 | .00 |
| 378 2006A SRF BONDS DEBT SERV | 27,572.66 | 27,572.66 | .00 | .00 |
| 379 2004C BONDS DEBT SERVICE | 26,552.63 | 26,552.63 | .00 | .00 |
| 381 ESP PROJECTS DEBT SERVICE | 135,340.85 | 135,340.85 | .00 | .00 |
| 400 EMERGENCY TELEPHONE FUND | 1,749.21 | 1,749.21 | .00 | .00 |
| 600 TRANSPORTATION TRUST FUND | 16,910.00 | 16,910.00 | .00 | .00 |
| 601 STREET IMPROVEMENT FUND | 70,553.08 | 70,553.08 | .00 | .00 |
| 911 DOWNTOWN CID SALES TAX | 3,250.00 | 3,250.00 | .00 | .00 |
| 912 DOWNTOWN CID PROP TAX | 339.00 | 339.00 | .00 | .00 |

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

#10.

| BANK# CHECK# | BANK NAME | DESCRIPTION |
|------------------|-----------|-------------------------|
| 24 DISBURSEMENTS | | |
| 87830 Thru | 87838 | Accounts Payable Checks |
| 87839 Thru | 87851 | Utility Billing Checks |
| 87852 Thru | 87947 | Accounts Payable Checks |
| 20190905 Thru | 20190907 | Accounts Payable E-Pay |