**AGENDA**
**CITY OF HARRISONVILLE**
**BOARD OF ALDERMEN**
**REGULAR MEETING**
**CITY HALL**
**JULY 6, 2021**
**6:00 PM**

**Meetings are open to the public. Masks are recommended. Social distancing will be required.**

1. **Call to Order**
   A. **Pledge of Allegiance**
   B. **Roll Call**
2. **Ceremonial Matters**
3. **Public Participation**
4. **Approval of Minutes**
   A. **Board of Aldermen - Regular Meeting - Jun 21, 2021 6:00 PM**
   B. **Board of Aldermen - Work Session - Jun 21, 2021 6:30 PM**
5. **Agenda Items**
   A. **Council Bill 58: A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH ENTERPRISE RENT-A-CAR TO PROVIDE FLEET MANAGEMENT SERVICES TO THE CITY OF HARRISONVILLE, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE.**
   B. **Council Bill 59: AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF HARRISONVILLE, MISSOURI WITH WCA OF MISSOURI LLC. – PART OF GREEN FOR LIFE ENVIRONMENTAL INC. TO COLLECT AND DISPOSE OF RESIDENTIAL AND PUBLIC FACILITY SOLID WASTE AND RECYCLABLE COMMODITIES; ESTABLISH THE CONDITIONS THERETO AND ESTABLISH AN EFFECTIVE DATE.**
6. **Aldermen and Committee Reports**

**7. Report from the City Administrator**

**8. Questions from the Media**

**9. Adjourn from Regular Session**

**Posted on City Hall Bulletin Board this 2nd day of July, 2021.**

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**Daniel Barnett, City Clerk**

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

**MINUTES**
**CITY OF HARRISONVILLE**
**BOARD OF ALDERMEN**
**REGULAR MEETING**
**CITY HALL**
**JUNE 21, 2021**
**6:00 PM**

## 1. Call to Order

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

### A. Pledge of Allegiance

| Attendee Name | Organization | Title | Status | Arrived |
|---|---|---|---|---|
| Bill Mills | Harrisonville | Board Member | Present | |
| Mike Zaring | Harrisonville | Board Member | Excused | |
| Sandy Franklin | Harrisonville | Board Member | Present | |
| Dave Doerhoff | Harrisonville | Board Member | Present | |
| Marcia Milner | Harrisonville | Board Member | Present | |
| Judy Reece | Harrisonville | Board Member | Present | |
| Gary Davidson | Harrisonville | Board Member | Excused | |
| Matt Turner | Harrisonville | Board Member | Present | |
| Judy Bowman | Harrisonville | Mayor | Present | |

*Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, City Attorney Steve Mauer, Public Works Director/City Engineer Carl Brooks, Electric Department Superintendent Andy Pollard (remote), Parks Director Grant Purkey, Police Chief John Hofer, Fire Chief Eric Myler, City Planner Roger Kroh, Building Official Chris Arthur, Billing Clerk Rose Smith, Mr. Bryan Moore and City Clerk Daniel Barnett - recording.*

## 2. Ceremonial Matters

### A. Rose Smith Service Award

*Mayor Bowman introduced Emergency Services Billing Clerk Rose Smith and spoke about how proud she is to have such a dedicated person serving the Harrisonville community.*

*Bowman asked Fire Chief Myler to share his thoughts on Mrs. Smith.*

*Myler spoke about his appreciation for Mrs. Smith and the knowledge and leadership she brings to the department. Myler thanked Smith for her service to the department.*

*Bowman presented Smith with a certificate honoring her 20 years of service to the City.*

**RESULT: PRESENTED**

## 3. Public Participation

### A. Agenda Request - Laurence Smith

*Laurence Smith (18309 E 253rd St) - Mr. Smith referenced a quote from Community and Economic Development Director Jim Clarke regarding the importance of proper property maintenance for both rental and owner-occupied homes in Harrisonville. Smith said he agreed with these statements but disagreed with the notion that rental properties are the problem and are the source of all Code complaints. Smith compared statistics from Code complaints at rental properties vs code complaints at owner-occupied properties.*

*Smith spoke to the reasoning for the program.*

*City Attorney Mauer informed Mr. Smith that he had reached the allotted three-minute time limit.*

*Mr. Smith requested an additional two minutes from the Board.*

*By a show-of-hands vote, the Board approved an additional two minutes for Mr. Smith.*

*Smith said several of the issues he had heard about were related to homelessness and a need for stricter vagrancy laws. Smith said he felt the Board was creating new laws that target landlords.*

*Smith said he feels that the City Code Enforcement staff does and wonderful job.*

*Smith thanked the Board of Aldermen for their time.*

**RESULT: DISCUSSION**

### B. Agenda Request - Paula Wooten

*Paula Wooten (504 W Washington Street) - Mrs. Wooten said the Rental Ready Program is a picture of a larger problem throughout the country. Wooten said the program allows the government to take advantage of the residents and business owners.*

*Wooten said she had heard that the Rental Ready program was first introduced in Europe and shared her opinion about the dangers of communism and socialism.*

*Wooten asked why the government needs to have a hand in the agreements between landlords and their tenants.*

*Wooten spoke to her ability to perform background checks on her own.*

*Wooten said there is no reason to punish good landlords for who are actively trying to improve their community or business.*

*Wooten said the program is government overreach.*

*City Attorney Mauer informed Mrs. Wooten that she had reached the allotted three-minute time limit.*

*Mrs. Wooten requested additional time from the Board.*

*By a show-of-hands vote, the Board approved additional time for Mrs. Wooten.*

*Wooten said the program helps neither landlords or their tenants.*

*Wooten said the program in unconstitutional.*

*Wooten said she would be interested in the Neighborhood Watch program that was spoken about at the March Town Hall meeting.*

*Wooten asked about the appearance of the program after many small business owners were affected by the COVID-19 pandemic.*

*Wooten spoke to the conversations held at the March Town Hall meeting and said she felt that the City had been unreceptive to opinions from landlords during the meeting.*

*Wooten asked the members of the Board to vote NO on the ordinance.*

| | |
|---|---|
| **RESULT:** | **DISCUSSION** |

### C. Agenda Request - Lon Holden

*Lon Holden (2000 Thunderbird Drive) - Mr. Holden thanked the Board for allowing him to speak.*

*Holden said he was unable to attend the March Town Hall meeting but had heard the opinions of many landlords at the meeting and thought that the idea had been put on the shelf.*

*Holden discussed his understanding as to the reasoning for the Ordinance being brought forward at this time.*

*Holden suggested the option to pass an ordinance forcing landlords to hold a current business license and for each landlord to list a property manager and accessible contact information.*

*Holden said he would like to see, in writing, that inspections would not carry a cost.*

*Holden said he would like to see subjectivity during the inspections of properties.*

*City Attorney Mauer informed Mr. Holden that he had reached the allotted three-minute time limit.*

*Mr. Holden requested an additional one minute from the Board.*

*By a show-of-hands vote, the Board approved an additional one minute for Mr. Holden.*

*Holden asked about who would be responsible if there was a Code complaint against the property.*

*Holden said the program will cause landlords to raise rental rates for tenants.*

*Holden encouraged the Board to vote NO on the ordinance.*

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| **RESULT:** | **DISCUSSION** |

## 4. Approval of Minutes

### A. Board of Aldermen - Regular Meeting - Jun 7, 2021 6:00 PM

| | |
|---|---|
| **RESULT:** | **ACCEPTED [UNANIMOUS]** |
| **MOVER:** | Judy Reece, Board Member |
| **SECONDER:** | Dave Doerhoff, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

### B. Board of Aldermen - Work Session - Jun 7, 2021 6:30 PM

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|---|---|
| **RESULT:** | **ACCEPTED [UNANIMOUS]** |
| **MOVER:** | Matt Turner, Board Member |
| **SECONDER:** | Marcia Milner, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

## 5. Agenda Items

### A. Community Church Block Party #2 and #3

*Police Chief Hofer presented a staff report about the event and said the Police Department recommends approval.*

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Marcia Milner, Board Member |
| **SECONDER:** | Matt Turner, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

**B. Life Issues Recovery Walk 2021 Special Event Permit**

*Police Chief Hofer presented a staff report about the event. Hofer said the one concern his department has is that the event is held the Friday before Labor Day. Hofer said the Police Department recommends approval.*

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| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Dave Doerhoff, Board Member |
| **SECONDER:** | Judy Reece, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

**C. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AMENDING CHAPTER 605 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT THE CITY OF HARRISONVILLE RENTAL READY PROGRAM, AND ESTABLISHING AN EFFECTIVE DATE.**

*Mayor Bowman asked the Board if there is anything that the Board would like to discuss.*

*Alderman Turner asked if the program would include trailer courts.*

*City Administrator Ratliff said the program would include trailer courts, as there are utilities at those locations.*

*Turner asked if businesses were included in the program.*

*Ratliff said businesses are already doing each item required by the program, as they already carry a business license and are required to be inspected. Ratliff said the program would be less than what businesses are required, as inspections in the program would only be exterior, unless invited inside by the tenant or landlord; whereas businesses are required to go through an interior inspection each time.*

*Alderman Mills asked who would be responsible for Code violations such as an abandoned vehicle.*

*Building Official Arthur said it would be the same as any Code violation, as staff would first attempt to correct the issue with the tenant. Arthur said if staff are unable to resolve the issue with the tenant, under state statute, staff are required to escalate the issue to the deed holder.*

*Turner asked if businesses are required to pay for their inspections.*

*Ratliff said yes, businesses are required to pay an inspection fee and referenced an ordinance passed by the Board in April of 2021.*

*Arthur said in addition to the business license annual fee, any new business pays a $50 original-occupancy inspection fee. Arthur said those businesses are only inspected by the Codes Enforcement Department for the initial inspection. Arthur said that under the Rental Ready Program, staff would be inspecting the exterior only - once every three years.*

*Mills asked about staff's expectations for a timeline for background checks.*

*Police Chief Hofer said Detective Hunziker will be in charge of the background checks and explained that the background checks could take a week or more. Hofer said it will depend on Hunziker's schedule.*

*Ratliff said the tenant would have to contact the Police Department and provide written consent to have the background check completed.*

*Mayor Bowman asked Hofer to speak to the vagrancy issues brought up during the public participation portion of the meeting.*

*Hofer said the Police Department's goal is to, along with the Code Enforcement Department, make each property safer for the tenants and the community. Hofer said the department will make recommendations, not requirements.*

*Alderwoman Reece said the Board wants to do the right thing for both the citizens and the landlords. Reece clarified the price of the program, for landlords, and asked for clarification of what the Code Enforcement Department will be looking at.*

*Arthur said the inspection will be exterior only and will be focused on life safety.*

*Arthur said life-safety items will be required to be corrected. Arthur said, as an example, that if there was a landing with stairs leading to it, the City would require a handrail be installed. Arthur said landlords will be required, on the business license application, to certify that their properties do have both smoke and carbon monoxide detectors.*

*Reece asked if tenants can ask for the Codes Department to inspect the interior of their unit.*

*Arthur said yes, and cited the City's Property Maintenance Code, which does specify that a tenant can ask for an interior inspection.*

*Turner asked if the increased cost of business licenses alone would provide enough funding to create and maintain a database of contact information.*

*Arthur said that Mr. Smith's statistic about the ratio of owner-occupied homes compared to rental homes was very close to what the City believes to be true. Arthur said it is hard to tell though, as there is currently no database for rental properties. Arthur said the Code Enforcement Department does not target anyone but operates strictly in relation to complaints.*

*Mills asked when the program would go into effect.*

*Ratliff said the program is scheduled to go into effect in August of 2022. Ratliff cited the COVID-19 pandemic, a need for providing proper information and education and the preparation of City staff as reasons for why the program would go into effect in 2022.*

*Milner spoke to the time frame between the changes to the City's business license and stated that she felt the increase to the cost was necessary. Milner clarified that any fee changes would need to be approved by the Board of Aldermen.*

*Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3549.*

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| **RESULT:** | **APPROVED [5 TO 1]** |
| **MOVER:** | Sandy Franklin, Board Member |
| **SECONDER:** | Marcia Milner, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece |
| **NAYS:** | Matt Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

### D. Hearing regarding performance of Municipal Waste Services

*City Administrator Ratliff reminded the Board of their decision on May 17, 2021 to terminate the City's contract with Municipal Waste Services on August 1, 2021, pending a review of the quality of service provided by Municipal Waste Services during the June 21, 2021 Board meeting.*

*Mayor Bowman asked for comments from the Board.*

*Alderman Turner spoke to issues he had seen with Municipal Waste Services since the May 17 hearing, including: skipping houses and taking bags out of cans and leaving them sitting on the ground and an increased number of complaints.*

*Alderman Doerhoff spoke to issues he had seen with Municipal Waste Services since the May 17 hearing, including: missed pick ups and an increased number of complaints.*

*Alderwoman Franklin spoke to issues she had seen with Municipal Waste Services since the May 17 hearing, including: missed pick ups and MWS staff only taking some bags out of trash carts.*

*Alderwoman Reece spoke to issues she had seen with Municipal Waste Services since the May 17 hearing, including: missed pick ups and an increased number of complaints.*

*Alderman Mills spoke to flaws he believes he has seen within the contract and some of the Codes violations he was made aware of at the address Municipal Waste Services is currently utilizing. Mills said the decision needs to go forth to terminate the contract.*

*Alderman Mills made a motion to uphold the decision to terminate the City of Harrisonville's contract with Municipal Waste Services effective August 1, 2021. The motion was seconded by Alderman Doerhoff. A roll call vote was taken: Doerhoff - Aye; Reece - Aye; Mills - Absent; Franklin - Aye; Turner - Aye; Milner - Aye; Davidson - Absent; Zaring - Absent. The motion passed with a unanimous 6-0 vote.*

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| **RESULT:** | **DISCUSSION** |

**E. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, MISSOURI TO AUTHORIZE THE CITY ADMINISTRATOR TO ACCEPT THE ANNUAL AUDIT FOR THE YEAR ENDING DECEMBER 31, 2020, BY DANA F. COLE & COMPANY AND ESTABLISHING AN EFFECTIVE DATE.**

*Mr. Kim Pearson of Dana F. Cole & Company presented the 2020 Audit to the Board of Aldermen.*

*Pearson walked the Board through the audit and spoke about the company's opinions within the report.*

*Pearson said it was good to see the Sales Tax revenues were upheld during the COVID-19 pandemic.*

*Pearson said the audit was "very clean" and went well.*

*Upon passage, Mayor Bowman designated the resolution to be Resolution number: 2021-031.*

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Dave Doerhoff, Board Member |
| **SECONDER:** | Sandy Franklin, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

**F. A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH WALD & CO., INC AND ALL AMERICAN DISPLAY FIREWORKS TO PROVIDE A FIREWORKS DISPLAY FOR THE GENERAL PUBLIC ON JULY 4, 2021.**

*Staff report presented by Fire Chief Myler.*

*Myler said Wald & Co. has put on the show in City Park for many years and puts on a good show.*

*Myler said Emergency Services staff recommend approval.*

*Upon passage, Mayor Bowman designated the resolution to be Resolution number: 2021-032.*

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| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Marcia Milner, Board Member |
| **SECONDER:** | Matt Turner, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

**G. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE ESTABLISHING SECTION 605.180 OF THE HARRISONVILLE MUNICIPAL CODE TO ENACT REGULATIONS ON TREE TRIMMING SERVICES PERFORMED WITHIN HARRISONVILLE CITY LIMITS, AND ESTABLISHING AN EFFECTIVE DATE.**

*Staff report presented by Electric Department Superintendent Andy Pollard, who attended remotely.*

*Pollard spoke to issues his department have encountered when trying to trim trees in certain rights-of-way.*

*Pollard said the ordinance would outline where rights-of-way are located, what state guidelines are currently in place requiring the City to maintain its rights-of-way and would specify any requirements for City staff regarding tree trimming on a resident's property.*

*Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3550.*

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| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Dave Doerhoff, Board Member |
| **SECONDER:** | Bill Mills, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

**H. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, VACATING UNIMPROVED EAST/WEST ALLEY RIGHT-OF-WAY, SUBJECT TO RETENTION OF A PUBLIC UTILITY EASEMENT, BETWEEN THE REAR PROPERTY LINES OF 501 W WALL STREET AND 500 W MECHANIC STREET IN HARRISONVILLE, CASS COUNTY, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE**

*Staff report presented by City Planner Kroh.*

*Kroh spoke to the history of the item and the reasoning for the resident's request to vacate the alley. Kroh said the City would maintain utility easements for the alley.*

*Kroh said staff did not receive any objections from neighboring residents.*

*Kroh said Planning staff recommend approval.*

*Upon passage, Mayor Bowman designated the ordinance to be Ordinance number: 3551.*

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Bill Mills, Board Member |

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|---|---|
| **SECONDER:** | Marcia Milner, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

**I. PUBLIC HEARING (CONTINUED FROM JUNE 7, 2021) - CASS COUNTY TRANSFER STATION AMENDED SUP, 2701 S. BRICKPLANT RD**

*City Planner Kroh spoke to the continuance of the item from the June 7, 2021 meeting.*

*Kroh said the item was continued to allow City staff and the applicant to iron out a few specific details, such as - allowing the applicant to take in and store bulk items, the disposal of leachate through sanitary sewer, as required by the Missouri Department of Natural Resources - Kroh said the location has served as a functioning transfer station in the past, without incident or issue, changes to stipulations for outdoor storage and resetting the 10-year term upon approval of the new Special Use Permit.*

*Mayor Bowman opened the Public Hearing at 7:20 p.m.*

*Mr. Gale Holsman spoke to the process that he and City staff have gone through over the past two years. Holsman said he wants the transfer station to be something that both he and the City can be proud of. Holsman said he appreciates the opportunity to make something happen for the community and thanked the Board for potentially allowing the transfer station to happen.*

*Bowman closed the public hearing at 7:22 p.m.*

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| **RESULT:** | **PRESENTED** |

**J. AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE, CASS COUNTY, MISSOURI, GRANTING AN AMENDED 10-YEAR SPECIAL USE PERMIT TO GALE T. HOLSMAN, JR. AND AMERICAN WASTE SYSTEMS TO OPERATE A SOLID WASTE TRANSFTER STATION AT 2701 S. BRICKPLANT ROAD.**

*Upon passage, Mayor Bowman designated the ordinance to be ordinance number: 3552.*

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|---|---|
| **RESULT:** | **APPROVED [UNANIMOUS]** |
| **MOVER:** | Matt Turner, Board Member |
| **SECONDER:** | Dave Doerhoff, Board Member |
| **AYES:** | Mills, Franklin, Doerhoff, Milner, Reece, Turner |
| **EXCUSED:** | Mike Zaring, Gary Davidson |

## 6. Aldermen and Committee Reports

*Alderwoman Reece spoke about her recent experience being transferred from Cass Regional Medical Center to a hospital in the City by Harrisonville Emergency Services. Reece said the staff were very professional and told Chief Myler that she would like to thank those staff members individually and thank the entire department.*

*Alderwoman Franklin spoke about ongoing improvements at the Harrisonville Community Center. Franklin thanked Building Official Arthur for taking the time to speak with she and Alderwoman Reece regarding the Rental Ready Program.*

*Mayor Bowman also thanked Building Official Arthur for taking the time to meet with the Alderwomen.*

*Alderwoman Milner shared her excitement about the upcoming 4th of July celebration in City Park. Milner spoke to the value of approving the Rental Ready Program and said she appreciates the Board being willing to take these steps forward. Milner said she was glad to see the Tree Trimming ordinance passed.*

*Milner asked Parks Director Purkey about which company had been selected to complete the construction of the upgrades at the Outdoor Pool.*

*City Administrator Ratliff said the Park Board has selected Royal Construction to complete the outdoor pool renovations, at a price of $707,000.*

*Milner asked if the outdoor pool would be open for the 2022 swim season.*

*Parks Director Purkey said the outdoor pool will be open for the 2022 swim season.*

*Alderman Mills said the Missouri Department of Transportation has completed the blueprints for a road resurfacing of Mechanic Street from Independence Street to the Cass County Justice Center. Mills spoke about the possibility of adding electric car charging stations in Harrisonville and discussed possible regulations for those stations. Mills spoke about possible changes to responsibility on portions of Brush College Road and asked if that was something that needed to be discussed with the County. Mills asked about agreements with the County regarding annexed roadways.*

*Ratliff said it is his understanding that any annexation would require a written ordinance or agreement to take in a road. Ratliff said either way, the agreement would need to be in writing.*

*City Attorney Mauer said the only issues the City would have is that the County could only transfer what they have, which at this time is a prescriptive easement, which does limit the uses of the easement.*

## 7. Report from the City Administrator

*City Administrator Ratliff informed the Board that Geotech work has begun for the regional retention basin at the Glen Eagle Subdivision and that Olsson Engineering plans to use a drone to carry out the survey work, as requested by City staff. Ratliff said staff have prepared access easements for the new owners to sign, allowing staff to construct the lake.*

*Ratliff informed the Board that Wilson & Company and Stantec have met with City staff to discuss City Lake-Master-Plan amenities and that final plan review is expected to be submitted in July, with advertisement of the project in August.*

*Ratliff informed the Board that the US Geological Survey has recently made 16 streamflow measurements at the downstream side of the Interstate 49 culvert, including seven measurements made during the May 27, 2021 rain event. Ratliff said the measurements will be used to calibrate the models that are used to simulate the streamflow response of Muddy Creek to different precipitation amounts and durations.*

*Ratliff informed the Board that City staff have completed final civil and building plan review for the new Culver's restaurant on Missouri Route 291. Ratliff said a demolition permit has been issued and demolition has now begun. Ratliff said the project is valued at $1.45 million and that staff are anticipating the issuance of a building permit in the next week.*

*Ratliff informed the Board that the final re-inspection of the new ALDI store is scheduled for June 21, 2021, with a grand opening date of June 24, 2021.*

### A. May 2021 Municipal Court Report

## 8. Questions from the Media

*Dennis Minich of the South Cass Tribune asked when a new trash company will be introduced.*

*City Administrator Ratliff informed the Board that staff have received submissions from an RFP for a new trash hauler and that the bidding process closed at 5 p.m. on June 21, 2021.*

*Minich asked about how many submissions had been received.*

*Ratliff said he was aware of two.*

## 9. Adjourn from Regular Session

*Mayor Bowman reminded the Board that the next meeting will be held on July 6, due to observation of the 4th of July holiday on Sunday, July 5.*

*Bowman thanked Sheriff Weber for his department's assistance in addressing an issue of illegal dumping and land disturbance on City property at Lake Harrisonville. Bowman thanked Sheriff Weber for the use of his boat and members of his staff.*

*Bowman thanked the Board for their tenacity in passing the Rental Ready Program and thanked staff for their work in putting together the program. Bowman said it was never the Board's intention to cause strife between the City and landlords and property managers but to build a strong and committed relationship with all landlords and property managers.*

*Bowman said that during the July 10 Town Hall meeting, staff will be able to explain the intricacies of the Rental Ready Program and how it will affect both landlords and their tenants. Bowman said also during that meeting, staff will be able to highlight the new opportunities available through the Chapter 353 program for property owners to make improvements to their properties if they want to do so and be eligible to receive a tax abatement for those improvements.*

*Bowman informed the Board that she had received a letter from the International Association of Chiefs of Police (IACP) thanking the City of Harrisonville for efforts to make Harrisonville a safe place for pedestrian and vehicle traffic and for assisting with a recent video project highlighting those efforts.*

*A motion was made by Alderman Doerhoff to adjourn, with a second by Alderwoman Franklin. Motion carried with all ayes. Meeting adjourned at 7:57 p.m.*

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

ATTEST:

______________________________
Daniel Barnett, City Clerk

MINUTES
CITY OF HARRISONVILLE
BOARD OF ALDERMEN
WORK SESSION
CITY HALL
JUNE 21, 2021
6:30 PM

## 1. Call to Order

The meeting was called to order at 8:06 p.m. by Mayor Judy Bowman.

## 2. Present

| Attendee Name | Organization | Title | Status | Arrived |
|---|---|---|---|---|
| Bill Mills | Harrisonville | Board Member | Present | |
| Mike Zaring | Harrisonville | Board Member | Absent | |
| Sandy Franklin | Harrisonville | Board Member | Present | |
| Dave Doerhoff | Harrisonville | Board Member | Present | |
| Marcia Milner | Harrisonville | Board Member | Present | |
| Judy Reece | Harrisonville | Board Member | Present | |
| Gary Davidson | Harrisonville | Board Member | Absent | |
| Matt Turner | Harrisonville | Board Member | Present | |
| Judy Bowman | Harrisonville | Mayor | Present | |

*Others present: City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith, Parks and Recreation Director Grant Purkey, Public Works Director/City Engineer Carl Brooks, Fire Chief Eric Myler, Police Chief John Hofer, Ken Olsen of Enterprise Rent-a-Car and City Clerk Daniel Barnett - recording.*

## 3. Discussion Items

### A. Enterprise Vehicle Leasing Program

*City Administrator Ratliff introduced Ken Olsen of Enterprise Rent-a-Car and spoke briefly about the fleet management program from Enterprise.*

*Mr. Olsen presented a synopsis of the fleet management program from Enterprise Rent-a-Car.*

*Olsen outlined what the program would look like for an entity like the City of Harrisonville and how it could benefit the City.*

*Olsen said Enterprise is currently holds the state bid for fleet management.*

*Olsen provided a potential timeline for the City's fleet if it were to utilize the Enterprise fleet management program and a potential cost analysis. Olsen said the City could save approximately $894,512 over a 10-year period.*

*Alderman Doerhoff asked if law enforcement vehicles will be included in the program.*

*Alderwoman Milner asked if those vehicles will be outfitted by Enterprise.*

*Olsen replied yes to both questions.*

*Doerhoff asked if firetrucks and ambulances are included in the program.*

*Olsen said they are not at this time.*

*Mayor Bowman asked how long Enterprise has been working with communities in the Kansas City metropolitan area.*

*Olsen said the City of Independence has only been with Independence for a short time. Olsen said Shawnee County has been with Enterprise for several years and also spoke to timelines for other communities.*

*Olsen said Enterprise originally started as a fleet management company before moving into rental cars.*

*Milner asked about the leasing prices available through the program.*

*Olsen explained that the program is larger than just leasing vehicles and is truly focused on fleet management.*

*Olsen spoke about fuel and operations programs that are also available through the Enterprise fleet management program.*

*City Administrator Ratliff spoke to discussions held at the staff level about a potential fleet management program.*

*Director of Administrative Services Smith spoke to the value of a fleet management program and how it would work for the City of Harrisonville and ease a burden on staff. Smith said he believes the program would be a benefit.*

*Ratliff said he has spoken with local municipalities who utilize the Enterprise fleet management program and said he has heard several positive things from those entities.*

*Through a consensus of the Board of Aldermen, City staff were directed to further pursue a contract with Enterprise Rent-a-Car for utilizing their Fleet Management Program.*

*At approximately 8:53 p.m. a motion was made by Alderwoman Milner to adjourn to Executive Session, pursuant to RSMO 610.021(1) litigation. The motion was seconded by Alderman Turner. A roll call vote was taken: Doerhoff - Aye; Reece - Aye; Mills - Absent; Franklin - Aye; Turner - Aye; Milner - Aye; Davidson - Absent; Zaring - Absent; Mayor Bowman - Aye. Mayor Bowman then convened the meeting in closed session.*

*Upon returning to the Work Session, a motion to adjourn was made by Alderwoman Miner, with a second from Alderman Doerhoff. The motion carried with a unanimous vote.*

*The meeting was adjourned at 9:09 p.m.*

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

ATTEST:

Daniel Barnett, City Clerk

City of Harrisonville est. 1836

STAFF REPORT

**TO:** **Board of Aldermen**

**FROM:** **Brad Ratliff, City Administrator**

**DATE:** **June 30, 2021**

**SUBJECT:** **Enterprise Fleet Management Agreement**

**Type of Item:** *Approval*

## GENERAL INFORMATION

**Applicant:** **Kenneth Olsen, Account Executive, Enterprise Fleet Management, Inc.**

**Requested Actions:** **Approval of Agreement**

**Date of Application:** July 06, 2021

## PROPOSAL

Mr. Olsen works for the Enterprise Fleet Management. They work with the State of Missouri, School Districts, Counties and Cities to manage their fleet purchases, sales and maintenance. They propose providing those type of services to maximize the benefit to the City's vehicle fleet program. They also provide maintenance and a software to give the City a lot of data on every vehicle in our fleet. Their goal is to provide the City the information to ensure we are using best practices in the replacement and management of these vehicles while cutting our costs.

## PREVIOUS ACTIONS

Mr. Olsen attended the June 21st BOA work session to present the program and answer any of the Aldermen's questions. The BOA liked the opportunity and asked staff to bring the agreement for tonight.

## KEY ISSUES

- This will provide the City with vehicle experts to ensure we are purchasing the correct type of vehicles.
- This will provide the City with vehicle experts that are selling our vehicles.
- This will provide the City with a software system that is better managing the entire fleet of vehicles, instead of Department-by-Department differences.
- This will provide the City more expertise opinion in return on investment of our fleet.
- This will provide the City with a vehicle expert that will aid in the management of our fleet.

## STAFF COMMENTS AND SUGGESTIONS

We think this at the minimum is worth a try, to ensure that we are doing the best we can with our vehicle fleet management. The City Attorney's office has looked over and approved all documents for approval tonight.

**STAFF RECOMMENDATION**

We recommend approval.

**ATTACHMENTS**

- Resolution
- Fleet Synopsis for Harrisonville
- EFM Master Equity Lease Agreement
- EFM Maintenance Agreement
- EFM Maintenance Management Agreement
- GP1E Addendum to Equity MLA
- EF Credit Application

**STAFF CONTACT: Jeremy Smith, Director of Administrative Services**
**or**
**Brad Ratliff, City Administrator**

**A. Action Item (ID # 3948)**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH ENTERPRISE RENT-A-CAR TO PROVIDE FLEET MANAGEMENT SERVICES TO THE CITY OF HARRISONVILLE, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE.

Attachments:

Enterprise Maintenance Agreement (PDF)

Enterprise Credit Application (PDF)

Enterprise Maintenance Management Agreement (PDF)

GP1E - City of Harrisonville, Missouri - Addendum to Equity MLA - FM TRUST - 05.2021 (PDF)

Enterprise Master Equity Lease Agreement (PDF)

Fleet Synopsis - City of Harrisonville, MO (PDF)

Enterprise Rent-A-Car contract 2021 (DOCX) enterprise

FLEET MANAGEMENT

## MAINTENANCE AGREEMENT

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

WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the ______ day of ____________, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shal 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 n 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 aff any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, 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 maint 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 accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehic (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 Vehi 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 Cove 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 pa 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 conditior 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 an 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 Veh 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. 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 Agreemen 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 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. A monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM JS Customer BR

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 overmileag 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, 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, COMPLIAN WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPA OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENA 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 c 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 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 amen 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 Agreemen without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

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

| | | | |
|---|---|---|---|
| LESSEE: | City of Harrisonville, Missouri | EFM: | Enterprise Fleet Management, Inc. |
| Signature: | | Signature: | |
| By: | Brad Ratliff | By: | Jesse Sparks |
| Title: | City Administrator | Title: | Finance Director |
| Address: | 300 E Pearl Street<br>Harrisonville, MO 64701 | Address: | 5359 Merriam Drive<br>Merriam, KS 66203 |
| Attention: | | Attention: | |
| Fax #: | | Fax #: | |
| Date Signed: | , | Date Signed: | , |

Initials: EFM JS Customer BR

Attachment: Enterprise Maintenance Agreement (Enterprise Fleet Management Agreement)

enterprise FLEET MANAGEMENT

# GOVERNMENT CREDIT APPLICATION

*Please complete all applicable items.*

Company Name: City of Harrisonville, Missouri  Credit Applicant: ______  Year Business Started: ______

Street Address: 300 E Pearl Street  City: Harrisonville  State: MO  Zip: 64701

E-mail: bratliff@harrisonville.com  Phone #: 816-380-8900  Fax #: ______

Government Entity Type: ☐ State ☐ County ☒ City ☐ Other: ______

Type of Business: City  Duns Number: ______

Parent Company or Affiliates(Name & Address): ______

## PRIMARY CONTACT INFORMATION

Name: Brad Ratliff  E-mail: bratliff@harrisonville.com  Phone #: 816-380-8900

Fleet Manager Address: 300 E Pearl Street, Harrisonville, MO 64701

## 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 ☐ Opinioned ☐ 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 Vehicle |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| Current Vehicle Suppliers | Phone # | E-Mail Address | Acct # | # of Vehicle |
|---|---|---|---|---|
| ☐ Purchasing ☐ Leasing ☐ Finance | | | | |
| | | | | |
| | | | | |
| | | | | |

## INSURANCE

Company: ______  Agent: ______  Policy #: ______  Exp. Date: ______

Street Address: ______  City: ______  State: ______  Zip: ______

Phone #: ______  Fax #: Email is preferred

# 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 Brad Ratliff - City Administrator (Title) for City of Harrisonville, Missouri (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity ) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

| Print Name | Title |
|---|---|
| Brad Ratliff | City Administrator |
| Jeremy Smith | Director of Administrative Services |
| | |
| | |
| | |
| | |

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

Brad Ratliff
Print Name

City Administrator
Title

______
Signature

City of Harrisonville, Missouri
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, inves 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 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 emp 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 EF 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 perforr 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 warr 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 w 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 b 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 d 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. Loui 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

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

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

enterprise FLEET MANAGEMENT

**MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT**

This Agreement is entered into as of the ______ day of _______, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing busines “Enterprise Fleet Management” (“EFM”), and City of Harrisonville, Missouri (the “Company”).

WITNESSETH:

**1. ENTERPRISE CARDS:** Upon request from the Company, EFM will provide a driver information packet outlining its vehicle maintenance program (the “Progra 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 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 responsib 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 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 t 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 s 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 wi reviewed by EFM for accuracy, proper application of potential manufacturer’s warranties, application of potential discounts and unnecessary, unauthorized repair

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 g 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 as 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 Comp 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 par 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 mor 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 invoic 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 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 ba 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 cha 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 effort 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 Comp for a maximum of two (2) days without prior authorization. Extensions beyond two (2) days must be granted by an EFM representative. The Company assume responsibility for all rental agreements arranged by EFM with a subsidiary of Enterprise Rent-A-Car Company through an EFM representative or through the us 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 establis 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 SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any de in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the paym 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 pa The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrue shall thereafter arise with respect to any occurrence prior to such cancellation or termination. A Card shall be immediately returned to EFM upon cancellation Enterprise Fleet Management, 600 Corporate Park Drive, St. Louis, MO 63105, Attention: Enterprise Card Department. Notice to EFM regarding the cancellation of 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 descrip 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 exp 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 pro 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 registere 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, addressed, with delivery fees prepaid. The Company will promptly notify EFM of any change in the Company’s address.

Initials: EFM JS_______ Customer BR_______

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

**9. MISCELLANEOUS:** This Agreement may be amended only by an agreement in writing signed by EFM and the Company. This Agreement is governed by 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 writ

Company: City of Harrisonville, Missouri

Signature: ______________________

By: Brad Ratliff

Title: City Administrator

Address: 300 E Pearl Street
Harrisonville, MO 64701

Date Signed: ______________, ________

EFM: Enterprise Fleet Management, Inc.

Signature: ______________________

By: Jesse Sparks

Title: Finance Director

Address: 5359 Merriam Drive
Merriam, KS 66203

Date Signed: ______________, ________



Initials: EFM JS Customer BR

ENTERPRISE FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of May, 2021 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of May, 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Harrisonville, Missouri ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) 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").

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Missouri 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.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

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

| | |
|---|---|
| ______________________________ | ______________________________ |
| City of Harrisonville, Missouri (Lessee) | Enterprise FM Trust (Lessor)<br>By: Enterprise Fleet Management, Inc., its attorney in fact |
| By______________________________ | By______________________________ |
| Title:______________________________ | Title:______________________________ |
| Date Signed:_________________, _______ | Date Signed:_____________________, _______ |

FLEET MANAGEMENT

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this _______ day of _________________, by and between Enterprise FM Trust, a Delaware statutory t ("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, "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 f in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Sched 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 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 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 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 hav 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 federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise F Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may admini 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, un 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 amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charg maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due 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 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 that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Deprecia 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 purp 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 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 Sche 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 Occurre 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 wi 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 V 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 per (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 whole 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 Vehicl 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 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 s 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 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 abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (i 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) 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 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 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 Lesso

(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, pay 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 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 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 wi repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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Attachment: Enterprise Master Equity Lease Agreement (Enterprise Fleet Management Agreement)

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments sha made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurre 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 any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Veh regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, 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. Les agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance poli 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 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 exc 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 Cod Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States with 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 m 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 design 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 Les 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 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 state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehi 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 sa

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relatin 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 otherw charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-ow vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, perm inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provision 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 t 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 registra 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 manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain 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 E 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 s Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. With the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from 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 Vehicl 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 Sche are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsib 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 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, DESI CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AG 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, WITH LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGR 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, ver 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, ver or manufacturer of the Vehicle.

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(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 consequen 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 paten 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 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, non 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 Less 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 whatso ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and therea 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 l 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 Casu 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 res 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, t written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against damage, claim, suit, action or liability:

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

| State of Vehicle Registration | Coverage |
|---|---|
| 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 occurren 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 hig insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other per or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must pro 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 en 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 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 s 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 Les Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servi any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage 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 furnis 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 her 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 an 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 a 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 investigat 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, pers injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or c 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 (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covere such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damag a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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 Veh 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 veh 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 comme 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 und commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical dam waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in 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 char 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 ma 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 automo 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 respec successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitat reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by rea 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, t 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 Sectio shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and 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 Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assi 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 wl any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclos information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as requ by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial informa 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 w 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, kee 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, provisio covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Serv 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 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 ur 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 jurisdictior 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 fur 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 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 guara 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 indi 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 portio 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 elec of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Les without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termina 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 premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations ur this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective succes or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reason attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effec enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedi (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 Les 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 whole 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) sha 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 ur 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 Les 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 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 Agreen 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 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 ur 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 s 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 Agreen 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 Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defe 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 fai 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 liab 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 Agreen 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 Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (ex 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 instrun 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 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 Lesso 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 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 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 ma 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 ma 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 prom notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreem 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 he executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respec successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined with 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 indebtedr of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency 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 s 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 acknowlec that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind fu governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropr funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contin 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 and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reason 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 determined in Section 3 and Section 14 of this Agreement).

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

LESSEE: City of Harrisonville, Missouri

Signature: ____________________

By: Brad Ratliff

Title: City Administrator

Address: 300 E Pearl Street
Harrisonville, MO 64701

Date Signed: ____________________, __________

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

Signature: ____________________

By: Jesse Sparks

Title: Finance Director

Address: 5359 Merriam Drive
Merriam, KS 66203

Date Signed: ____________________, __________

Initials: EFM JS Customer BR

Attachment: Enterprise Master Equity Lease Agreement (Enterprise Fleet Management Agreement)

FLEET MANAGEMENT

PREPARED FOR:

# City of Harrisonville, MO


Ken Olsen — FLEET CONSULTANT

314-825-2208 — PHONE

Kenneth.P.Olsen@efleets.com — EMAIL


FLEET

## FLEET SYNOPSIS | City of Harrisonville





FLEET MANAGEMENT

# Executive Summary

Enterprise Fleet Management is a privately held, full-service fleet management business for government agencies and other organizations operating medium-sized fleets of 20 or more vehicles. Enterprise Fleet Management is an affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our clients. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks, service vehicles, and emergency response police units.

The City of Harrisonville 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. Your Account Team is located in Kansas City, MO so we can quickly arrive in-person to address any of your needs. Gina Lindell will be your Account Manager and will meet with the City 4 times per year at a minimum to discuss strategy, budget preparation, and operational excellence.

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our clients complete oversight of their fleet, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities.

Enterprise is prepared to assist in all aspects of the City of Harrisonville's fleet management structure from start to resale. We have already designed a financial model that will guide your Account Team from the start. Enterprise will work with department heads to ensure we have the vehicles built and spec'd exactly as needed and we will have all aftermarket equipment confirmed.

Enterprise has built a financial model designed around Harrisonville's fleet. Given the strong government acquisition power, low mileage patterns, and the Enterprise resale abilities, this financial model will allow the City to operate a newer, more efficient fleet at a lower budget and overall cost of ownership. This will also reduce the operational fuel and maintenance expenses, along with lowering the carbon footprint.

# THE SITUATION

**Current fleet age is negatively impacting the overall budget and fleet operations**

- **38%** of the light and medium duty fleet is currently 10 years or older
- **61%** of the light and medium duty fleet is currently 6 years or older
- **8 years** is the current average age of the fleet
- **Over 13 years** – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

# THE OBJECTIVES

**Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over $894,512 in 10 years**

- Shorten the current vehicle life cycle from 13 years to 3 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than $578,375 in capital from the salvage of 56 vehicles in the first four years
- Significantly reduce Maintenance to an average monthly cost of $58 vs. current $143
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

**Increase employee safety with newer vehicles**

- Currently:
  - 11 vehicles predate Anti-Lock Brake standardization (2007)
  - 21 vehicles predate Electronic Stability Control standardization (2012)
    - *ESC is the most significant safety invention since the seatbelt*
  - 41 vehicles predate standardization of back up camera (2018)

# THE RESULTS

By partnering with Enterprise Fleet Management, it is estimated that the City will reduce their fuel costs by over 20%. The City will also reduce maintenance cost by approximately 60%. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 112% above Commercial Value Index. By shifting from a reactively replacing inoperable vehicles to planning vehicle purchases, Harrisonville will be able replace 56 of its oldest vehicles within the first four years, turning 100% of their vehicles into newer, safer, more efficient models.

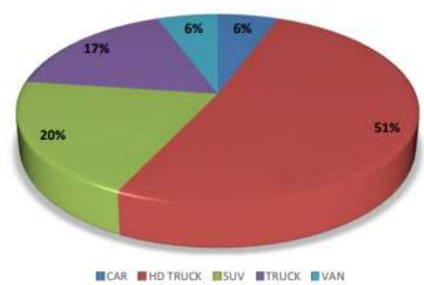
# FLEET ANALYSIS | City of Harrisonville

| Fleet Profile | | | | Fleet Replacement Schedule | | | | |
|---|---|---|---|---|---|---|---|---|
| Vehicle Type | # of Type | Average Age (years) | Average Annual Mileage | 2021 | 2022 | 2023 | 2024 | Under-Utilized |
| Mid-size Sedan | 2 | 10.4 | 6,300 | 2 | 0 | 0 | 0 | 0 |
| Full-size Van-Passenger | 1 | 6.3 | 12,100 | 0 | 1 | 0 | 0 | 0 |
| 1 Ton Van Cargo | 1 | 3.3 | 2,600 | 0 | 0 | 1 | 0 | 0 |
| Compact SUV 4x4 | 2 | 3.8 | 5,300 | 0 | 0 | 2 | 0 | 0 |
| Mid Size SUV 4x2 | 1 | 16.5 | 7,500 | 1 | 0 | 0 | 0 | 0 |
| Mid Size SUV 4x4 | 4 | 6.6 | 9,600 | 2 | 0 | 1 | 1 | 0 |
| 1/2 Ton Pickup Reg 4x2 | 1 | 8.3 | 10,600 | 0 | 1 | 0 | 0 | 0 |
| 1/2 Ton Pickup Reg 4x4 | 3 | 7.3 | 3,800 | 1 | 1 | 0 | 1 | 0 |
| 1/2 Ton Pickup Ext 4x4 | 1 | 15.5 | 3,700 | 1 | 0 | 0 | 0 | 0 |
| 1/2 Ton Pickup Quad 4x4 | 1 | 1.3 | 7,800 | 0 | 0 | 0 | 1 | 0 |
| 3/4 Ton Pickup Reg 4x2 | 1 | 15.5 | 7,100 | 1 | 0 | 0 | 0 | 0 |
| 3/4 Ton Pickup Reg 4x4 | 4 | 12.7 | 5,400 | 3 | 0 | 1 | 0 | 0 |
| 3/4 Ton Pickup Ext 4x4 | 6 | 6.7 | 6,100 | 1 | 1 | 4 | 0 | 0 |
| 3/4 Ton Pickup Quad 4x4 | 3 | 5.8 | 6,800 | 1 | 0 | 0 | 2 | 0 |
| 1 Ton Pickup Reg 4x4 | 1 | 11.4 | 700 | 0 | 0 | 0 | 0 | 1 |
| 1 Ton Cab Chassis | 3 | 15.1 | 4,500 | 1 | 1 | 0 | 0 | 1 |
| 1/2 Ton Pickup Quad 4x4 - ERV | 1 | 1.3 | 10,000 | 0 | 0 | 0 | 1 | 0 |
| Full-size Sedan - ERV | 9 | 11.4 | 8,000 | 5 | 2 | 2 | 0 | 0 |
| Mid Size SUV 4x4 - ERV | 11 | 4.3 | 11,000 | 0 | 4 | 4 | 3 | 0 |
| Totals/Averages | 56 | 8.2 | 7,500 | 19 | 11 | 15 | 9 | 2 |

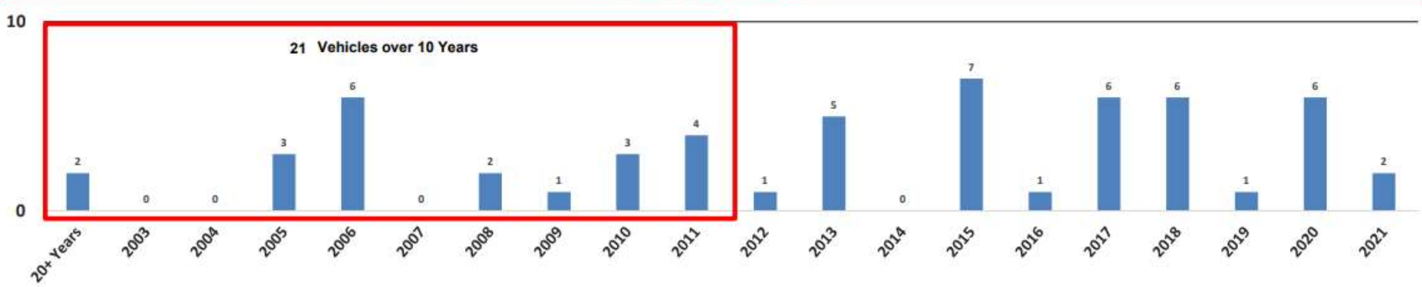
## Replacement Criteria

* Fiscal Year 2021 = 10 years old and older, or odometer over 100,000
* Fiscal Year 2022 = 7 years old and older, or odometer over 75,000
* Fiscal Year 2023 = 3 years old and older, or odometer over 50,000
* Fiscal Year 2024 = 1 years old and older, or odometer over 500
* Fiscal Year 2025 = Remaining Vehicles
* Underutilized = Annual Mileage less than 2,500

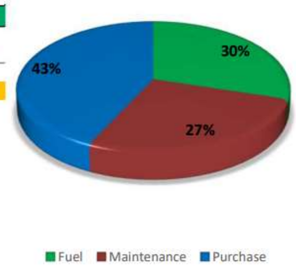
## Vehicle Types




## Model Year Analysis




| | Fleet Mix | | | | Fleet Cost | | | | | | | Annual |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | Fleet Size | Annual Needs | Owned | Leased | Purchase | Lease* | Equity (Owned) | Equity (Leased) | Maintenance | Fuel | Fleet Budget | Net Cash |
| Average | 56 | 4.2 | 56 | 0 | 151,542 | 0 | -6,300 | | 96,096 | 105,000 | 346,338 | 0 |
| '21 | 54 | 19 | 35 | 19 | 0 | 144,481 | -98,000 | -84,260 | 73,289 | 97,611 | 133,121 | 213,217 |
| '22 | 54 | 24 | 24 | 30 | 0 | 279,114 | -88,825 | -108,524 | 62,072 | 93,333 | 237,170 | 109,168 |
| '23 | 54 | 31 | 9 | 45 | 0 | 388,800 | -201,950 | -161,341 | 46,775 | 87,500 | 159,785 | 186,553 |
| '24 | 54 | 33 | 0 | 54 | 0 | 436,434 | -189,600 | -197,120 | 37,598 | 84,000 | 171,312 | 175,025 |
| '25 | 54 | 29 | 0 | 54 | 0 | 436,434 | 0 | -257,142 | 37,598 | 84,000 | 300,890 | 45,447 |
| '26 | 54 | 35 | 0 | 54 | 0 | 436,434 | | -273,156 | 37,598 | 84,000 | 284,876 | 61,462 |
| '27 | 54 | 37 | 0 | 54 | 0 | 436,434 | | -261,518 | 37,598 | 84,000 | 296,514 | 49,824 |
| '28 | 54 | 36 | 0 | 54 | 0 | 436,434 | | -234,639 | 37,598 | 84,000 | 323,393 | 22,944 |
| '29 | 54 | 33 | 0 | 54 | 0 | 436,434 | | -197,120 | 37,598 | 84,000 | 360,912 | -14,575 |
| '30 | 54 | 29 | 0 | 54 | 0 | 436,434 | | -257,142 | 37,598 | 84,000 | 300,890 | 45,447 |




| 10 Year Savings | $894,512 | Avg. Sustainable Savings | $33,020 |
|---|---|---|---|





enterprise FLEET MANAGEMENT

# CASE STUDY | City of Harrisonville

CASE STUDY | CITY OF LENEXA

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FLEET MANAGEMENT

## The City of Lenexa see big savings with new fleet vehicles.

**BACKGROUND**
Location: Lenexa, KS
Industry: Government
Total vehicles: 72 vehicles

**THE CHALLENGE**
The City of Lexena was holding onto vehicles for 10 years and would only replace the vehicles if maintenance costs became too high or they were inoperable. As issues would arise, city managers would rush to get the vehicle fixed, find funds to cover the repair and make sure the employee was able to do his or her job. The process of maintaining an aged fleet with high and unpredictable maintenance costs became a grueling task for The City to manage.

**THE SOLUTION**
Enterprise Fleet Management presented the City of Lenexa with a proactive fleet management program. The solution would replace most of the light-duty vehicles within the first year of partnering with Enterprise, which would provide the city with a newer, more reliable fleet.

**"We were skeptical at first because the numbers looked too good to be true. Once we made the choice to work with Enterprise Fleet Management, it was exciting to have a new fleet of vehicles for our employees. When we saw savings over 22% on fuel costs, just by switching to newer vehicles, that alone was worth the change."**

*– Nick Arena, Asst. Municipal Services Director*

By replacing 45 light-duty vehicles in the first year, The City realized immediate operational savings. Enterprise Fleet Management helped acquire vehicles with volume incentives to lower the initial order and reduce the total cost of ownership for the City of Lenexa.

**THE RESULTS**
The City now offers its employees vehicles that have up-to-date safety features and with overall improved reliability. This has helped improve the satisfaction of the workforce. The partnership has also helped The City standardize its fleet and utilize the best vehicles based on the equipment needed for the job. The program offers flexibility to replace units more frequently, in shorter cycles so it will continue to experience overall savings. With a newer fleet of vehicles, The City of Lenexa experienced a 22% decrease in fuel costs and a 70% decrease in unplanned maintenance expenses. Additionally, the new fleet strategy allows city employees to focus solely on their core responsibilities instead of vehicle maintenance issues.

### Key Results

22% SAVINGS IN FUEL COSTS

REDUCED MAINTENANCE SPEND BY 70%

6% TOTAL SAVINGS WITH FLEET AGE LESS THAN 5 YEARS

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





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FLEET MANAGEMENT

# PROGRAM RESOURCES | City of Harrisonville

## SAFETY

- 38% of all 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.

## ACCOUNT MANAGEMENT

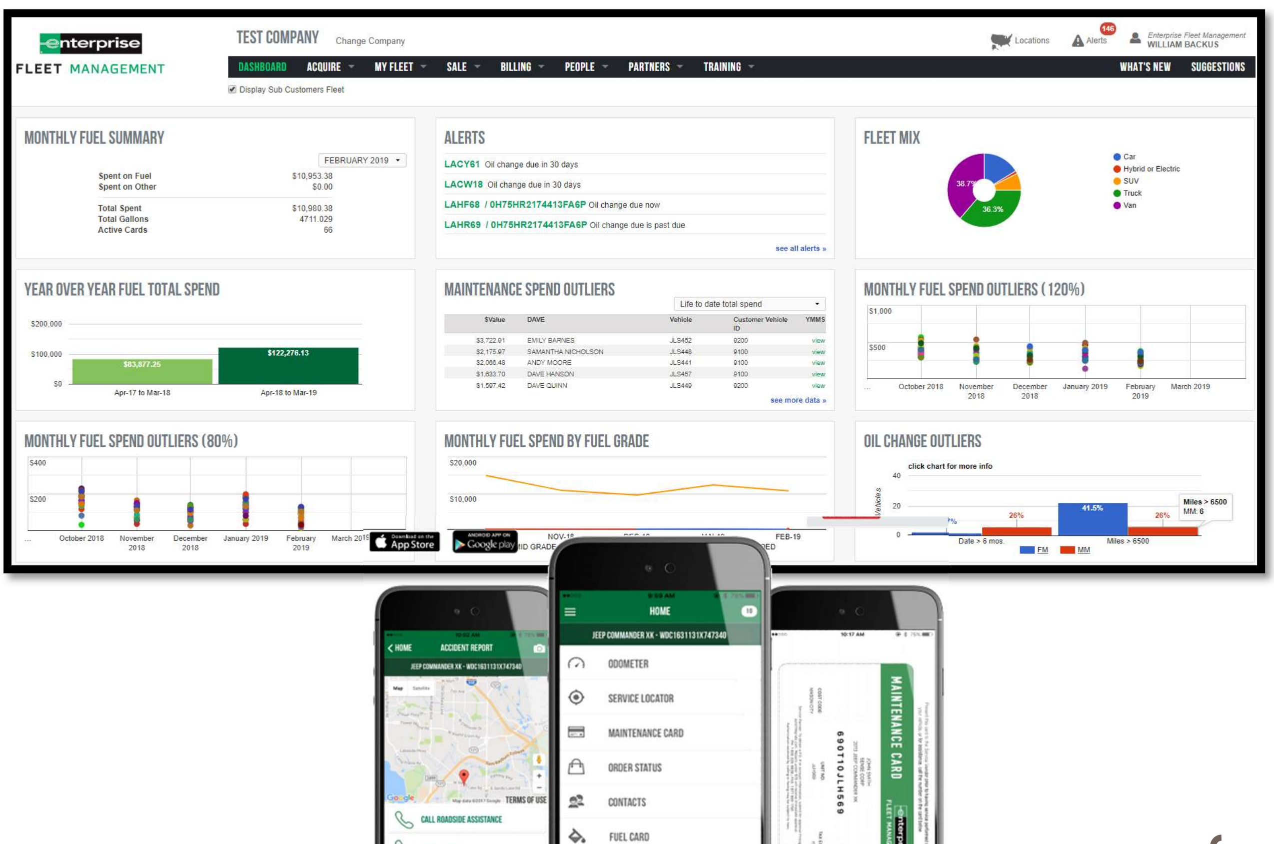
Harrisonville will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 4 times at a minimum per year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and fleet replacement analysis.

## TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and 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








enterprise FLEET MANAGEMENT

# REFERENCES | City of Harrisonville

## LOCAL CURRENT PARTNERS

- **State of Missouri**
- **City of Independence, MO**
- **City of Pleasant Hill, MO**
- **City of Smithville, MO**
- **City of Raymore, MO**
- **City of Gladstone, MO**
- **City of Branson, MO**
- **City of Lake Ozark, MO**
- **City of Camdenton, MO**
- **City of Willard, MO**
- **Saline County, MO**
- **City of Springfield, MO – Police Only**
- **City of Jefferson City, MO**
- **KCMO Public Schools**

## REFERENCE:

Below is a list of three client references including company name, contact person, and telephone number.

**1.** City: **City of Independence, MO**

Business Phone #: (816) 325-7845

Contact Person: Mike Schott, Fleet Manager

**2.** City: **City of Raymore, MO**

Business Phone #: (816) 892-3109

Contact Person: Mike Ekey, Assistant City Manager

**3.** City: **City of Prairie Village, KS**

Business Phone #: (913) 385-4644

Contact Person: James Carney, Superintendent

## COOPERATIVES:

- MO State Contract - https://archive.oa.mo.gov/purch/noa/cc192595.pdf
- Sourcewell - https://www.sourcewell-mn.gov/cooperative-purchasing/060618-efm

**Council Bill 2021-058**

**Resolution 2021-033**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH ENTERPRISE RENT-A-CAR TO PROVIDE FLEET MANAGEMENT SERVICES TO THE CITY OF HARRISONVILLE, MISSOURI, AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Harrisonville desires to enter into a contract for a fleet management service; and

**WHEREAS,** the City of Harrisonville has determined that Enterprise Rent-A-Car is competent to perform services for the City of Harrisonville; and

**WHEREAS,** Enterprise Rent-A-Car agrees to perform services for the City of Harrisonville; and

**WHEREAS,** City of Harrisonville staff recommend approval of a fleet management program from Enterprise Rent-A-Car.

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

**Section 1**. The City Administrator is hereby authorized and directed to enter into a contractual agreement on behalf of the Board of Aldermen with Enterprise Rent-A-Car for the provision of Fleet Management Services for the city of Harrisonville, Missouri.

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

PASSED AND RESOLVED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR OF THE CITY OF HARRISONVILLE, MISSOURI ON THIS 6TH DAY OF JULY 2021.

**VOTE TAKEN AS FOLLOWS:**

**AYES:**
**NAYS:**
**ABSENT:**
**ABSTAIN:**

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

ATTEST:

______________________________

Daniel Barnett, City Clerk
WITNESS my hand and seal this 6th day of July 2021.

City of Harrisonville est. 1836

STAFF REPORT

**TO:** **Board of Aldermen**

**FROM:** **Brad Ratliff, City Administrator**

**DATE:** **June 30, 2021**

**SUBJECT:** **Solid Waste Hauler Agreement**

**Type of Item:** *Approval*

## GENERAL INFORMATION

**Applicant:** **Casey Calabrese, Missouri North District Manager, GFL-WCA of Missouri, LLC**

**Requested Actions:** **Approval of Waste Hauler Agreement**

**Date of Application:** July 06, 2021

## PROPOSAL

As you are aware, the current solid waste hauler is having multiple issues and has not been able to meet the demand of weekly consistent service. This forced the City to go through the painful process of getting a Solid Waste Hauler in a short amount of time. There were 4 contacts from solid waste haulers interested in bidding. 2 of the 4 that contacted the City about the RFP provided a bid packet. Those 2 are:

- GFL-WCA of Missouri, LLC – They agreed to make every effort to meet the timeline. They offered a base price for the current weekly pickup charge at $16.25 per month.
- Constable Sanitation – They could not make our timeline but would work to find a temporary hauler, until they could start on January 3, 2022.
  They offered a base price for the current weekly pickup charge at $20.25 per month.

Republic Services sent us a correspondence, stating they could not submit due to the quick turnaround needed.

While Staff agrees that more time for submissions and beginning of services would be ideal. Unfortunately, we are not in the position to conduct a normal process in the current conditions.

## PREVIOUS ACTIONS

Mayor Judy Bowman and City Administrator Brad Ratliff met with Mr. Bryan Moore of Municipal Waste Services on March 30, 2021, to provide notice to Mr. Moore of the City’s many concerns, as required by Section 9 of the 2016 contractual agreement between the City of Harrisonville and Municipal Waste Services LLC. Following this meeting (April 5, 2021), a letter was sent from City Administrator Ratliff to Mr. Moore outlining seven concerns that were discussed during the March 30 meeting. In the final paragraph of the letter, City Administrator Ratliff said the City, "expects the aforementioned issues to be resolved within 45 days of the date of this letter." A second letter was sent on April 26, 2021, from the City to Mr. Moore, informing him that Municipal Waste Services had failed to remedy deficiencies outlined in the letter sent on April 5, and asking Mr. Moore to attend a follow up meeting at City Hall. City Administrator Brad Ratliff, Director of Administrative Services Jeremy Smith and City Clerk Daniel Barnett met with Mr. Moore on April 30, 2021, to discuss possible remedies for the deficiencies outlined in the letter sent on April 5. According to the contract between the City and Municipal Waste Services, this meeting was held to allow Mr. Moore to explain the company's failure to perform. Following contract language in Section 9: "if Contractor's failure to perform continues and the City Administrator is unsatisfied with the Contractor's explanation and plan to remedy failure to perform, the City Administrator, at his/her sole discretion, may demand a public hearing before the Board of Aldermen." Following the April 30, 2021, meeting (May 12, 2021), a letter was sent from City Administrator Ratliff to Mr. Moore informing Municipal Waste Services that the company had failed to remedy deficiencies outlined in the April 5, letter and those discussed during the April 30, meeting. The letter also requested that Mr. Moore be present for the May 17, 2021, Board of Aldermen meeting. 2 At the May 17, 2021, Board of Aldermen meeting, Mayor Judy Bowman and members of the Board of Aldermen spoke with Mr. Moore regarding complaints that they and City staff had received regarding Municipal Waste Services and the services they provide. At the meeting, it was determined that the City would terminate its contract on August 1, 2021, but would review improvements made by Municipal Waste Services at the June 21, 2021 Board of Aldermen meeting, with the option of allowing the contract to continue through the end of 2021. Following the meeting, a letter was sent to Mr. Moore detailing what was discussed during the meeting and providing a reminder of future events, regarding the contract. Staff based on the Aldermen's termination of the contract issued an RFP for a Solid Waste Hauler on May 24, 2021, with a deadline submittal for June 21, 2021, at 5pm. At the June 21, 2021, meeting, the BOA voiced on going problems with the current solid waste hauler and voted to uphold the August 1, 2021, termination of the contract with Municipal Waste Services, LLC.

## KEY ISSUES

- National company that is located locally.
- Current price to the proposed new pricing is $1.30 per month.
- Company working to meet our timeline.

## STAFF COMMENTS AND SUGGESTIONS

Ideally, we would have longer to receive bids and to have a reasonable timeline to start a new service. Unfortunately, the current hauler it seems that the company is failing, which is very sad to us with them being a local business. Within this month they stopped picking up for a neighboring community without warning. Therefore, this put us in a much faster pace to ensure the community has a dependable solid waste hauler. We are thankful the GFL-WCA stepped up to meet the challenged timeline.

## STAFF RECOMMENDATION

Staff recommends approval of the agreement with GFL-WCA of Missouri for the 2021 Solid Waste & Disposal and Recyclable Materials Collection & Processing.

**ATTACHMENTS**

- Resolution
- Contract

**STAFF CONTACT: Brad Ratliff, City Administrator**

**B. Action Item (ID # 3949)**

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF HARRISONVILLE, MISSOURI WITH WCA OF MISSOURI LLC. – PART OF GREEN FOR LIFE ENVIRONMENTAL INC. TO COLLECT AND DISPOSE OF RESIDENTIAL AND PUBLIC FACILITY SOLID WASTE AND RECYCLABLE COMMODITIES; ESTABLISH THE CONDITIONS THERETO AND ESTABLISH AN EFFECTIVE DATE.

Attachments:

Waste Services Agreement GFL-WCA & City (PDF)

Green For Life contract (DOCX)

# Waste Services Agreement

This Agreement by and between the City of Harrisonville, Missouri ("City") and WCA of Missouri, LLC – part of GFL Environmental Inc. ("Contractor") (sometimes collectively referred to as the "Parties") is for refuse collection within the City. This Agreement shall be effective as of August 1, 2021.

**Section 1. Definitions**

The following terms shall have the following meaning within the context, and for purposes of, this Agreement:

1.01 Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds. All bags must be placed inside containers.

1.02 Brush: Plants or grass clippings, leaves or tree trimmings.

1.03 Bulky Wastes: Stoves, refrigerators which have CFC's removed by a certified technician, hot water tanks, washing machines, all other household appliances, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weighs more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

1.04 Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, six (6) inches in diameter, or 50 lbs. in weight. Total amount of "bundled" material set out for collection each week (per home) shall not exceed two (2) cubic yards (6' x 3' x3').

1.05 City: The City of Harrisonville, Missouri.

1.06 Commodity: Material that can be sold in a spot or future market for processing and use or reuse.

1.07 Commodity Buyer: A buyer or processor selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

1.08 Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.

1.09 Contract Documents: The Request for Proposals ("RFP"), Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor and signed by Contractor and City.

1.10 Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

1.11 Customer: An occupant of a residential unit who generates refuse.

1.12 Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause except those slaughtered or killed for human use.

1.13 Garbage: Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste including animal, vegetable and/or other matter that results from the preparation, processing consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

1.14 Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act. 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulations of hazardous or toxic wastes.

1.15 Landfill: A facility used by Contractor where trash and garbage are disposed of by burying between layers of earth.

1.16 Premises: All public and private establishments, including individual residences, all multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

1.17 Point of Contact: Contact between the Contractor and the City shall be directed by the Contractor to the designated contact person with the City. The designated contact person for the City is the City Administrator. The Board of Aldermen may designate a contact person other than the person(s) listed above.

1.18 Polycart: A rubber-wheeled receptacle with a maximum capacity of 90-95 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight-fitting lid capable of preventing entrance into the container by small animals. The weight of a polycart and its contents shall not exceed 175 lbs. Polycarts will be provided to each Residential Unit, with ownership retained by Contractor. Polycarts will be kept in good repair and replaced as needed at the Contractor’s expense.

1.19 Recyclable Materials: Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to cardboard, newsprint, magazines, plastic (PET and HDPE) bottles, aluminum cans and metal (tin) cans.

1.20 Refuse: Residential refuse and Bulky Waste, construction debris and stable matter generated at a residential unit, unless the context otherwise requires.

1.21 Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.

1.22 Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than 6 dwelling units. A Residential Unit shall be deemed occupied when water is being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of six units, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a Residential Unit.

1.23 Rubbish: Non-putrescible solid waste consisting of both combustible and noncombustible waste materials; combustible rubber includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

1.24 Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, refuse, rubbish, yard waste (including brush, tree trimmings, and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state, and local laws, regulations and permits governing each.

1.25 Supervisor: Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the name(s) to the City.

1.26 Unusual accumulated: (a) For residences, each regular collection more than six (6) containers of garbage, or the equivalent; (b) large, heavy, or bulky objects such as furniture or appliances; and (c) materials judged by the Sanitarian to be hazardous such as oil, acid, or caustic materials.

1.27 Yard Waste: Bundles of brush or branches securely tied, yard or tree trimmings, plants, grass, leaves, small tree branches and other organic residential yard debris.

**Section 2. Scope of Work**

The Contractor shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the City with complete refuse collection, removal, and disposal, and to complete said work in accordance with the provisions of this Agreement. The City currently has approximately 3,474 Customers billed and collected by the City.

A. Residential Collection---Base Proposal:

One (1) 90-gallon mobile trash receptacle and one mobile trash recyclable container provided by contractor.

1. Trash collection is once per week.
2. Recycle collection is once per week.

3. Year-round Yard Waste Collection once per week – 12 bags, containers, and/or bundles

B. City Facility Collection

1. (1) 2 yard container at Animal Control, 1300 Clearwater Dr.

2. (1) 8 yard container at City Hall, 300 E. Pearl St.

3. (1) 2 yard container at Public Works Maintenance (Chestnut)

4. (1) 4 yard container at the Community Center

5. (2) 4 yard container at Outdoor Pool

6. (1) 4 yard container at the Paint Ball Field

7. (2) 2 yard containers at North Park by the Pull Barns

8. (1) 2 yard container at North Park by Field #7

9. (1) 2 yard container at Camp Reeder (City Park off N. Lexington)

10. (1) 2 yard & (1) 30 yard container at the Electric Dept., 2108 Royal St.

11. (1) 2 yard container at the Lawrence Smith Airport, 27503 St. Rd. 7 South

12. (1) 2 yard container at the Animal Shelter, 1300 Clearwater Rd.

13. (1) 2 yard container at the Sewer Plant, 1500 Clearwater Rd.

14. (1) 2 yard container at the Water Plant, S. Jefferson Parkway

15. (1) 2 yard container at Emergency Services, 903 S. Commercial

16. Spring and Fall Bulk Clean-up – 2 consecutive days in spring, 1 Saturday in October (Spring over 550 cubic yards)

17. Item moved to residential

18. (1) 30 yard dumpster for Log Cabin Festival

19. (1) dumpster for metal items at Water Plant, Jefferson Parkway (call when filled)

20. (1) towable dumpster for street department (call when filled)

21. (1) 30 yard dumpster for Household Hazardous Waste event (not for hazardous waste but for separated items)

**Section 3. Types of Collection**

Residential Collection: At the premises of residential accounts held by the City and served by the Contractor, collection shall occur a minimum of once weekly. Further, **Contractor shall provide City a copy of maps** indicating the routes used in the collection of waste from all residential customers. The City has the right to reject and request modification of routes, and updates on routes of Contractor.

Brush/Bulk Wastes Collection: In addition, the Contractor shall provide a special collection service for Brush/Bulky Wastes and/or Bundles to all residential customers, unless otherwise specified. Contractor agrees to collect such large objects and quantities of waste as described in definitions for Brush, Bulky Waste, and Bundles. As part of this collection, natural Christmas trees without lights or decoration will be picked up the two weeks following December 25 and disposed of in a proper landfill.

Unusual Accumulations: The Contractor may charge for the collection of unusual accumulations, as provided in the contract.

Special Residential Pickup: The contractor will be required to provide a special residential pickup each month for the collection of bulky rubbish and other items not suitable for loading into packer type vehicles. The time for this collection will be upon request of the individual homeowner, who will get 1 free bulk item pickup per month. After that 1 free bulk item pickup, it will be paid for by the property owners at a maximum rate of $12.00 per stop with a limit of 3 items per stop. Contractor is responsible for all aspects of the special residential pickup service, including pickup scheduling and payment arrangements. The type of equipment used for the special pickup is subject to approval by the City Administrator and shall be such as to prevent leakage, spillage, or blowing of any Rubbish collected.

**Section 4. Collection Operation**

Hours of Operation: Collection of solid waste shall begin no earlier than 7:00 a.m. and shall generally not extend beyond 6:00 p.m. No collection shall be made on Sunday. Subject to such modifications as the City may require or grant all collections shall be made as quietly as possible.

Hours of Disposal: Contractor shall dispose of waste within the operation hours of disposal site.

Routes of Collection: Collection routes shall be established by the Contractor as approved by the City. The City shall be provided route collection maps and container locations.

Holidays: The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor must meet his obligation as required. NOTE:

Contractor shall be responsible for providing make- up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

Complaints: At a minimum, customer complaint procedure shall provide that the customer complaint shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. The Contractor shall be responsible for maintaining a log of complaints, and provide the City on a weekly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, address of complaint, name of customer, and the manner and timing of its resolution. Any missed pickups of residential refuse will be collected on the same business day if notification to the Contractor is provided by 2:00 p.m. but not later than 12:00 p.m. the next business day if notification is provided after 2:00 p.m. The Contractor will provide and maintain one point of contact with the City for all City Customers. The Contractor is to render service on Saturday if a Friday collection is missed and reported before 2:00 p.m. of that Friday. Contractor shall contact the city every workday to collect any complaints reported by residents and provide a means of communicating with the driver. There must be an appropriate contract number that resident can call for any of their problems or issues, as well as a social media presence to inform the public.

Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the disposal site, where such accumulation shall be dumped.

Lease Container (Compactors): The Contractor may lease containers for waste storage to the owner or occupant of the residential units. In the event any such lease agreement is entered into, the Contractor shall lease the container at a rate approved by the City. Such containers shall be equipped with suitable covers to prevent blowing or scattering of waste and shall be maintained in a sanitary and safe condition. Such containers shall be clearly marked with the Contractor's name and telephone number in letters not less than two inches (2") in height. Such containers shall be maintained in the City approved single color or color scheme.

Non-Routine Collection: The Contractor shall be required to provide annual Christmas tree collection for recycling purposes. The Contractor shall provide thirty (30) hauls at no charge, per contract year. Contractor shall furnish, at no charge, 5,000 educational fliers per year. Said fliers shall include information about the Contractor's services in the City, pick-up schedule for Recyclable Materials and Bulky Waste, and Contractor's contact information. Said fliers are to be distributed to each residence. The City reserves the right to review and approve the information printed on flier.

Spillage: The Contractor shall not be responsible for scattered Refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered Refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose Refuse or spillage not caused by the acts of its employees, but shall report the location of such conditions to the Action Center of the City so that proper notice can be given to the Customer at the premises to properly contain Refuse.

Hazardous Waste: Contractor shall not be obligated to pick up Hazardous Waste, including refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.

Protection From Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than 1 ½ inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom, and shovel for this purpose.

**Section 5. Recycling Program**

The Contractor will provide to each Residential Unit a mobile container for Recyclable Materials. The following materials shall be included in the recycling program:

- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Food Grade Plastics 1, 2, 3, 4, 7
- Cardboard
- Any other materials that may be added or deleted only by mutual written consent of the City and the Contractor.

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to indemnify the buyers of the recyclables upon request by the City. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill.

The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to this Agreement. All recycling proceeds received by Contractor shall be reimbursed to the City.

**Section 6. Character of Workmen and Work**

All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be competent and careful workmen skilled in their respective trades. The City Administrator may demand the dismissal of any person employed by the Contractor in, about or upon the work, who repeatedly misconducts themselves or is incompetent or negligent in the due and proper performance of their duties, or who neglects or refuses to comply with the directions given; and such person shall not be re-employed under this Agreement without the written consent of the City Administrator. Should the Contractor continue to employ or reemploy any such person, the City

Administrator may withhold all monies due or which may become due to the Contractor, or the City Administrator may suspend the work until such orders are complied with. The Contractor shall furnish such prosecution of the work, pursuant to this Agreement, in an acceptable manner and at a satisfactory rate of progress.

**Section 7. Payment**

The City shall bill the Customers and shall pay Contractor on a monthly basis what is collected; such remittance to be received by Contractor by the 15th of the month following the month service was rendered. Contractor shall be paid according to the below schedule:

| | | |
|---|---|---|
| **A.** | **Residential Solid Waste Collection** | $8.50 |
| | Once a Week Collection 1-90 Gallon Container | |
| **B.** | **Recyclable Materials Collection & Processing** | $4.75 |
| | Once a Week Collection | |
| **C.** | **Yard Waste Collection** | $3.00 |
| | Once a Week Collection | |
| **D.** | **Solid Waste Removal Service at:** | Included |
| | City Hall, Public Works, All Parks, Animal Control, & others | |
| **E.** | **City Cleanup (3 days total)** | Included |
| **Total Rate for Service Per Residential Unit:** | | $16.25 |

Base rate adjustments will be considered by the City no more than once per year during the life of this Agreement. Base rate adjustments will be based on the Consumer Price Index for Water, Sewer, and Trash, or three percent (3%) of Cost of Living Index, whichever is less. With approval of the Harrisonville Board of Aldermen, Contractor will offer a second cart to be serviced weekly and billed directly to the customers and a trash overage sticker program for bags outside the containers.

**Section 8. Indemnification**

The Contractor shall indemnify, defend, and hold harmless the City, its Mayor, Aldermen, officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of the willful or negligent act or omission of the Contractor in the performance of this Agreement. The City will not be responsible for any damages arising out of this Agreement, or negligent or willful acts of Contractor or its agents or employees.

**Section 9. Insurance**

The Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, and Contractor's agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

The Contractor shall cause the City to be named as an additional insured under all insurance policies. Proof by means of a Certificate of Insurance shall be filed with the City Administrator of the City that all such insurance is in full force and effect. No such policy shall permit termination or modification without at least thirty (30) days prior written notice to the City. A new Certificate of Insurance shall be filed with the City Administrator prior to commencing collection in the City.

The City may, at any time request proof of current insurance on any one or all the coverages required below. The failure to maintain current insurance as required below may result in the termination of the Agreement, save and except the Contractor's obligations to indemnify the City from all claims. Insurance coverage shall be provided by companies admitted to doing business in Missouri and rated A-VI or better by AM Best Insurance Rating.

In addition, all insurance policies of or on behalf of the City shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity, but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."

**Minimum Limits of Insurance:**

| Type Coverage | Per Occurrence<br>Minimum | Aggregate<br>Minimum |
|---|---|---|
| Workers Compensation | Each Accident $1,000,000/Disease Policy Limit $1,000,000/Disease Each Employee $1,000,000 | As required by the law. |
| Comprehensive & General Public Liability | $1,000,000 occurrence | $3,000,000 occurrence |
| Comprehensive Auto Liability Bodily Injury | $1,000,000 combined single limits | $2,000,000 |
| Comprehensive Auto Liability Property Damage | $1,000,000 combined single limits | $2,000,000 |
| Umbrella/Excess Policy | $2,000,000 | |

**Section 10. Conditions**

Contractor shall be fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under this Agreement. Contractors shall thoroughly examine and be familiar with the requirements of this Agreement. It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect Contractor's work.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint Contractor with conditions existing, shall in no way relieve Contractor of any obligations with respect to this Agreement. The City shall make all such documents available to the Contractors. If the Contractor discovers any provision in this Agreement which are contrary to, or inconsistent with any law, ordinance, or regulation, it shall report it to the City Administrator in writing without delay.

Except with respect to events or conditions which are not discoverable, the Contractor shall make Contractor's own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions Contractor may encounter or create, without extra cost to the City.

**Section 11. Performance Bond**

Acceptance of this Agreement shall be accompanied by a letter from a corporate surety qualified to do business in Missouri stating that a Performance Bond will be furnished by it to the Contractor. The original Performance Bond shall be produced by the Contractor within 5 days of the effective date of this Agreement and said Performance Bond must be in an amount equal to Two Hundred Fifty Thousand Dollars ($250,000.00) for the term of this Agreement, including any extensions.

The premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Missouri.

**Section 12. Ownership**

Title to Refuse and Dead Animals shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a bin or container, or removed by Contractor from the customer's premises, whichever occurs last.

**Section 13. Books and Records**

The City, to the extent permitted by law, and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Agreement and such books and records shall be made available at any time during business hours for inspections by the other party, at the inspecting party's expense, upon reasonable advance notice.

**Section 14. Licenses, Laws, and Taxes**

The Contractor's attention is directed to all Federal and State Laws and City Ordinances relating to Equal Employment Opportunity, which, among other things, requires that the Contractor or franchise holder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. Contractor agrees to abide by all laws in effect at the time services are provided by Contractor. The Contractor shall obtain all Federal, State, and Local licenses and permits at Contractor's own expense and promptly pay all taxes required by Local, State and Federal governments.

**Section 15. Term**

The term of service of the Agreement shall be three (3) years commencing on the 1st of August 1, 2021, and ending at midnight on July 31, 2024, thereafter the term of service shall be deemed renewed for consecutive one (1) year terms unless otherwise terminated by the City or Contractor. Rates for services under each renewable term will be negotiated between the City and Contractor. Contractor services shall begin the first week of August 2021. Should either the City or Contractor elect not to renew and extend this Agreement for an additional one-year period, notice must be given, by certified mail (return receipt requested) to the other party in writing not less than 180 days prior to the expiration of this Agreement.

**Section 16. Termination**

If at any time Contractor shall fail to substantially perform terms, covenants or conditions set forth in this Agreement, the City shall notify Contractor by registered or certified mail addressed to Contractor, at the address set forth herein, of specific reasons in support of City's claim that Contractor has substantially breached the terms and provisions of the Agreement. Contractor shall be allowed a seven (7) day period from the date of receipt of said notice from City to cure any failure to perform. If, after said cure-period of seven (7) days has passed, and the Board of Aldermen makes a finding that Contractor has failed to provide adequate refuse collection service for City or has otherwise failed to cure the failure to perform, or perform its duties hereunder, the Board of Aldermen may terminate the Agreement.

**Section 17. Remedy**

The City's remedy for breach of contract under this Agreement, or the Contractor's failure to perform shall be to make demand under the terms of the Performance Bond, the liability insurance required of Contractor, and the indemnity provisions of this Agreement and any other remedy at law or in equity available to the City.

**Section 18. Transferability of Contract**

Other than by operation of law, no assignment of this Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. In any such assignment, assignee shall assume the duties and liability of the Contractor.

**Section 19. Notices**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective part of the address set forth below:

If to the City, at: City of Harrisonville
300 E. Pearl St.
Harrisonville, MO 64701
ATTN: City Administrator

If to the Contractor at: WCA of Missouri, LLC
22820 S State Route
291 HWY
Harrisonville, MO 64701

**Section 20. Reporting Requirements**

Contractor shall submit a yearly report outlining totals collected in the following categories: Recyclables, white goods, yard waste, all reported in tonnage of materials collected. Contractor shall also submit a total collection within two (2) weeks after the spring and fall bulk pickup dates for the Harrisonville Board of Aldermen review. Contractor shall also provide proof of receipts from the Harrisonville recycling actually going to a recycling center.

**Section 21. Force Majeure**

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties under the Contractor Contract if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God or other similar or different contingency beyond the reasonable control of the Contractor. This section may not be invoked for reasons related to the ongoing global pandemic caused by COVID-19.

**Section 22. Severability**

In the event that any provision or portion thereof of this Agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any other provision or portion of any Contract Document or Contractor Contract shall not affect the validity or enforceability of any other provision or portion of any Contract Document or Contractor Contract.

**Section 23. Relationship of the Parties**

The Parties agree that Contractor is an independent contractor of the City, and that no officer, agent, or employee of Contractor is an employee of the City. The Parties further agree that no office, agent, or employee of the city is an employee of Contractor.

**Section 24. Power of Attorney**

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**Section 25. Discrimination Prohibited**

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. The Contractor must be an equal opportunity employer.

**Section 26. Non-Appropriation Clause**

In the event no funds or insufficient funds are appropriated and budgeted by the Harrisonville Board of Aldermen for the continuation of this Agreement in any fiscal period in which payments are due hereunder, then the City shall, in writing, notify Contractor of such occurrence and this Agreement shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the City.

**Section 27. Sovereign Immunity**

The Contractor agrees and the City has not, and does not, waive any immunities or exemptions, official or sovereign immunity, to which the City, its officers and employees, are entitled by Missouri law.

**Section 28. Contractor Bankruptcy**

It is agreed that if the Contractor is adjusted bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the day and at the time the bankruptcy petition is filed, subject, however, to the City's rights to recover for any breach under such Agreement. The Contractor shall list the City as a creditor in any bankruptcy filing.

**Section 29. Amendments**

This Agreement may only be amended by a writing upon the mutual consent of the Parties.

**Section 30. Governing Law and Venue**

This Agreement, and any and all modifications or amendments thereto, shall be construed under the laws of the State of Missouri. Any legal dispute arising out of this matter shall be brought in the Cass County, Missouri district court located in Harrisonville, Missouri.

[Signatures on the following page.]

WHEREFORE, in consideration of the terms set forth herein, the undersigned parties hereby agree to enter into this Agreement.

**CITY OF HARRISONVILLE, MISSOURI**

______________________________

Brad Ratliff, City Administrator

___________

Date

**WCA OF MISSOURI, LLC**

______________________________

___________

Date

**Council Bill No. 2021-059**

**Ordinance No. 3553**

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE CITY OF HARRISONVILLE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT ON BEHALF OF THE CITY OF HARRISONVILLE, MISSOURI WITH WCA OF MISSOURI LLC. – PART OF GREEN FOR LIFE ENVIRONMENTAL INC. TO COLLECT AND DISPOSE OF RESIDENTIAL AND PUBLIC FACILITY SOLID WASTE AND RECYCLABLE COMMODITIES; ESTABLISH THE CONDITIONS THERETO AND ESTABLISH AN EFFECTIVE DATE.**

**WHEREAS**, the City of Harrisonville, Missouri ("City") advertised on May 25, 2021 for a Request for Proposals ("RFP") for the collection and disposal of residential and public facility solid waste and recyclable commodities due on June 21, 2021; and

**WHEREAS**, two solid waste collection companies submitted responses to the RFP; and

**WHEREAS**, WCA of Missouri LLC. – part of Green For Life Environmental Inc. will provide solid waste, recyclable and yard waste pickup services for $16.25 per month; and

**WHEREAS**, the City of Harrisonville Board of Aldermen, after careful and due deliberation, concludes that WCA of Missouri LLC. – part of Green For Life Environmental Inc. has provided the best bid proposal to the City, and that entering into a contract with WCA of Missouri LLC. – part of Green For Life Environmental Inc. as set forth below, would be in the best interest of the City.

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

**Section 1:** That the City administrator enter into a contract with WCA of Missouri LLC. – part of Green For Life Environmental Inc. at a rate of $16.25 per month.

**Section 2:** That the contract will commence August 1, 2021.

**Section 3:** Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 4:** Effective Date. That this order shall become effective immediately upon its passage and approval.

READ FOR THE FIRST TIME BY TITLE ONLY ON THE 6TH DAY OF JULY 2021 AND WAS READ FOR A SECOND TIME BY TITLE ONLY ON THE 6TH DAY OF JULY 2021 AND PASSED BY THE BOARD OF ALDERMEN THIS 6TH DAY OF JULY 2021.

**VOTE TAKEN AS FOLLOWS:**

**AYES:**
**NAYS:**
**ABSENT:**
**ABSTAIN:**

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

ATTEST:

Daniel Barnett, City Clerk
WITNESS my hand and seal this 6th day of July 2021.