

CITY OF WILLARD, MISSOURI

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



MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

March 22, 2010

7:00 PM - Willard City Hall

224 W. Jackson Street

Mayor

Jamie Schoolcraft

Board Members

Board President: Pat Lloyd

Louie Amodeo

Paul Hood

Doug Johnson

Richard Simpson

Bryan Vincent

www.cityofwillard.org



OFFICE OF INSPECTOR GENERAL
U.S. DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20535

MEETING AGENDA AND PACKET

BOARD OF ALDERMEN

Regular Meeting

March 22, 2010

7:00 PM - Alder's City Hall

324 W. Jackson Street

Agenda
Meeting Information

Board Agenda
Board Meeting for 2010
Board Meeting
Board Meeting
Board Meeting
Board Meeting
Board Meeting
Board Meeting

CITY OF WILLARD
BOARD OF ALDERMEN
MARCH 22, 2010
7:00 P.M.

Notice posted on March 18, 2010.

Notice is hereby given that the City of Willard, Board of Aldermen will conduct a meeting at 7:00 p.m., March 22, 2010, at Willard City Hall, 224 W. Jackson, Willard, Missouri.

The tentative agenda of this meeting includes:

PLEDGE OF ALLEGIANCE

CALL THE MEETING TO ORDER

1. Roll Call
2. Agenda Amendments/Approval of Agenda
3. Approve the minutes of the regular meeting on March 8, 2010
4. Approve the minutes of the special meeting on March 8, 2010
5. Citizen Input (5 Minute Limit Per Person)
6. Financial Report- February Financial Statements
7. T-Mobile Lease Agreement Ordinance-2nd Reading
8. Appointment of the City Attorney Ordinance-1st and 2nd Reading
9. New Business
10. Old Business
11. Closed Session (Chapter 610.021 #1 Legal)
12. REOPEN MEETING
13. ADJOURN MEETING

THE TENTATIVE AGENDA OF THIS MEETING ALSO INCLUDES A VOTE TO CLOSE PART OF THE MEETING PURSUANT TO CHAPTER 610.021 (#1 LEGAL) REVISED STATUTES OF MISSOURI, THE SUNSHINE LAW, AS NOW EXISTING OR HEREAFTER AMENDED.

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS
NOTICE BY CONTACTING:

Dale Duvall or Kate Gould
224 West Jackson
P O Box 187
Willard, MO 65781

IF YOU HAVE SPECIAL NEEDS, WHICH REQUIRE ACCOMMODATION, PLEASE
NOTIFY CITY PERSONNEL AT CITY HALL. ACCOMMODATIONS WILL BE MADE
FOR YOUR NEEDS.

Dale Duvall, City Clerk

**CITY OF WILLARD
BOARD OF ALDERMEN MEETING
MARCH 8, 2010
7:00 PM**

Board present: Mayor Jaime Schoolcraft; Aldermen Pat Lloyd; Aldermen Richard Simpson; Aldermen Doug Johnson; Aldermen Paul Hood; Aldermen Louie Amodeo and Aldermen Bryan Vincent.

Also in attendance: Deputy City Clerk, Kate Gould; Chief Financial Officer, Karen Robson; Justin Reaves, Public Works Director; Tom McClain, Chief of Police; Randy Brown, Director of Development; Kevin McDonald, Parks and Recreation Director; Stacy Winters, Emergency Management Director; Brandon Eckhardt, Aquatic/Recreational Specialist; Police Officer, Bill Lingenfiesler; and City Attorney Doug Harpool.

Guest present: Kevin Bell, Willard Public Works; Dave Blakemore, Willard Public Works; Tami Cobb, City Receptionist; Linda Murray, Municipal Court Clerk; Sarah Overstreet, Willard Cross-Country Times; Garth Adcock, T-Mobile; Rebecca Weddle, CBIZ; David Hemphill, Jim Vaughn, and Lucille Murray.

Mayor Schoolcraft led the Pledge of Allegiance.
Mayor Schoolcraft called the meeting to order.

Roll Call

Deputy City Clerk, Kate Gould called roll call. Aldermen Simpson-present; Aldermen Johnson-present; Aldermen Lloyd-present; Mayor Schoolcraft-present; Aldermen Hood-present; Aldermen Amodeo-present; Aldermen Vincent-present.

Approval of Agenda

Motion made by Aldermen Simpson and seconded by Aldermen Lloyd to approve the agenda. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

Approve Minutes of the February 8, 2010 Meeting

Motion made by Aldermen Simpson and seconded by Aldermen Johnson to approve the minutes of the regular meeting on February 8, 2010. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

Citizen Input

Mr. Jim Vaughn spoke about the seatbelt law and stated that he thought it was unnecessary and he didn't agree with those that had voted for the law.

Lucille Murray informed the board that she was working on the Arbor Day presentation and would let City Hall know when it was set for the newsletter.

Chief Financial Officer Report

January Financial Statements:

Karen thanked the Department Heads for their work in keeping expenditures down for the current year and spoke about new meters that staff had discovered that were cheaper and more environmentally friendly. Aldermen Lloyd asked about a year-to-date comparison to years prior to 2009 for revenues and expenditures. Karen will work on a spreadsheet for the next board meeting.

Aldermen Simpson pointed out a "budgeted" line item that showed a negative. Karen stated that she must have entered the budget amount incorrectly and would have to check on the issue and would have an explanation at the next meeting.

Motion made by Aldermen Lloyd and seconded by Aldermen Vincent to approve the January Financial Statements. Aldermen Simpson-N; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. Five votes aye and one vote nay. Motion carried.

Outstanding Bills:

Motion made by Aldermen Simpson and seconded by Aldermen Hood to approve paying the outstanding bills. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

Online Bill Pay Software:

Karen explained that software needed from Data Technologies to allow for online utility bill payments was a total cost of \$1,295 and would allow customers to set up a user name and password for future payments online to their account.

Aldermen Vincent asked if the item had been budget for, and Karen stated that it was part of the budget.

Motion made by Aldermen Lloyd and seconded by Aldermen Simpson to approve the purchase of software from Data Technologies for online utility bill payments, and authorize the Mayor to sign the agreement for the purchase. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

2010-2011 Group Insurance Renewal

Karen informed the board that she had pursued numerous quotes in working with our insurance broker CBIZ for employee group insurance and after reviewing all the quotes and information she had two proposals for the Aldermen to consider. The first proposal would keep the current employee benefits the same, and the second proposal would keep the health insurance the same, but make dental and vision coverage optional. Karen pointed out that almost 100% of municipalities in the area and statewide cover the complete cost of employee's health insurance.

Aldermen Simpson asked some of the department heads their opinions on the proposals, and they acknowledged that employees would like to keep the same coverage, but if cuts had to be made to keep the line item under budget then a majority of employees seemed to agree that they would like to see dental and vision coverage made optional instead of paying a portion of the health coverage premium. Aldermen Simpson asked about other items that could be cut and stated he would like to keep coverage the same for employees.

Aldermen Vincent stated he had spoken with one employee and that the second proposal was the option that this employee indicated everyone agreed upon. Aldermen Vincent thought we might make dental and vision optional this year and perhaps add it back to the budget next year.

Aldermen Lloyd asked Karen how many employees actually used the dental and vision insurance and Karen stated that she was unsure and didn't have a figure.

Aldermen Simpson asked if there was more time to consider the proposals and Karen went over the timeline and expressed that it was a time crunch and needed to be decided tonight.

Mayor Schoolcraft stated that he would like to keep benefits the same for employees, but due to budget constraints that we should strongly consider cutting dental and vision this year and perhaps add it back next year.

Motion made by Aldermen Hood and seconded by Aldermen Vincent to approve the 2010-2011 group insurance with Principal Financial at the same rate as last year and to make dental and vision coverage optional for employees. Aldermen Simpson-N; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-N; and Aldermen Vincent-I. Four votes aye and two votes nay. Motion carried.

Police Chief Report

Tom McClain delivered the Police Chief's Report.

Emergency Management Director Report

Stacy Winters delivered the Emergency Management Director's Report.

Planning and Development Director Report

Randy Brown delivered the Planning and Development Director's Report.

Public Works Director Report

Justin Reaves delivered the Public Works Director's Report.

Parks and Recreation Director Report

Kevin McDonald delivered the Parks and Recreation Director's Report.

Community Relations Officer Report

Kate Gould delivered the Community Relations Officer's Report

Softball/Baseball Field Use-Chamber of Commerce Tournament

Kevin stated that the Park Board had recommend approval of the event. The board discussed a possible change in policy. Aldermen Simpson expressed concern about how to decide which groups get to use the fields and which groups do not.

Motion made by Aldermen Hood and seconded by Aldermen Vincent to approve the Chamber of Commerce partnering with the Willard Parks Department for a softball tournament this spring/summer. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

Ozarks Transportation Organization "TOP 50" Project

Randy Brown, Director of Development explained the request from the Ozarks Transportation Organization for a pedestrian and connectivity project from Willard for a statewide list. Randy would like to submit a signalized intersection at Hunt Road and Highway 160 with a pedestrian crosswalk and sidewalks down Hunt Road. Randy stated that there are no assurances or guarantee of funding for the project or guarantee that it would be included in the final state list.

Motion made by Aldermen Lloyd and seconded by Aldermen Johnson to approve the submission of the project to Ozarks Transportation Organization. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

Park Board Appointment

Motion made by Aldermen Lloyd and seconded by Aldermen Amodeo to approve the Mayor's appointment of Blaine Kennard to the Willard Park and Recreation Advisory Board for a three year term. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

UTILITY BOARD ORDINANCE (1ST AND 2ND READING)

BILL NO. 10-02

ORDINANCE NO. 100308

AN ORDINANCE APPROVING A MUNICIPAL CODE AMENDMENT TO SECTION 127.300 OF THE MUNICIPAL CODE OF THE CITY OF WILLARD PERTAINING TO THE UTILITY BOARD.

First reading was conducted by Deputy City Clerk, Kate Gould.

Motion made by Aldermen Vincent and seconded by Aldermen Simpson to approve the first reading. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

Second reading was conducted by Deputy City Clerk, Kate Gould.

Motion made by Aldermen Johnson and seconded by Aldermen Hood to approve the second reading. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

SPRINGFIELD ANIMAL CONTROL AGREEMENT ORDINANCE (1ST AND 2ND READING)

BILL NO. 10-03

ORDINANCE NO. 100308A

AN ORDINANCE ACCEPTING THE RENEWAL OF CONTRACT AGREEMENT WITH THE CITY OF SPRINGFIELD RELATED TO ANIMAL CONTROL.

First reading was conducted by Deputy City Clerk, Kate Gould.

Motion made by Aldermen Vincent and seconded by Aldermen Simpson to approve the first reading. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

Second reading was conducted by Deputy City Clerk, Kate Gould.

Motion made by Aldermen Johnson and seconded by Aldermen Hood to approve the second reading. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

T-MOBILE AGREEMENT ORDINANCE

BILL NO. 10-04

ORDINANCE NO. 100322

AN ORDINANCE ACCEPTING THE SITE LEASE WITH T-MOBILE CENTRAL LLC AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT WITH T-MOBILE CENTRAL LLC AND COMMERCE BANK, N.A.

First reading was conducted by Deputy City Clerk, Kate Gould.

Motion made by Aldermen Vincent and seconded by Aldermen Simpson to approve the first reading. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

The second reading will take place at the next regular board meeting.

Old Business

None.

Executive Session

Mayor Schoolcraft stated that the board would be going into closed session according to Chapter 610.021 #1 Legal, #2 Real Estate, and #3 Personnel.

Motion made by Aldermen Lloyd and seconded by Aldermen Amodeo to close the open session and open the executive session. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

Board went into executive session.

Motion made by Aldermen Lloyd and seconded by Aldermen Johnson to close the executive session, open the open session and adjourn. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; Aldermen Vincent-I. All votes aye. Motion carried.

Meeting adjourned.

Kate Gould, Deputy City Clerk

Jamie Schoolcraft, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN-SPECIAL MEETING
OPEN SESSION
MARCH 8, 2010
5:30 PM**

Board Present: Aldermen Richard Simpson, Aldermen Doug Johnson, Aldermen Pat Lloyd, Mayor Jamie Schoolcraft, Aldermen Paul Hood, Aldermen Louie Amodeo, and Aldermen Bryan Vincent.

Also Present: Kate Gould, Deputy City Clerk; Karen Robson, Chief Financial Officer; Doug Harpool, City Attorney; and Justin Reaves, Interim Public Works Director.

Guest Present: Larry VanGilder and Robert Betts.

Mayor Schoolcraft called the meeting to order.

Roll Call

Deputy City Clerk Kate Gould called roll call. Aldermen Simpson-P; Aldermen Johnson-P; Aldermen Lloyd-P; Mayor Schoolcraft-P; Aldermen Hood-P; Aldermen Amodeo-P; and Aldermen Vincent-P.

Approval of Agenda

Motion made by Aldermen Hood and seconded by Aldermen Lloyd to approve the agenda. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

Closed Session

Mayor Schoolcraft stated that the board would be going into executive session to discuss Chapter 610.021 #3 Personnel. **Motion** made by Aldermen Simpson and seconded by Aldermen Amodeo to close the open session and open the executive session. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

Meeting adjourned to Executive Session.

Public Works Director Position

Motion made by Aldermen Simpson and seconded by Aldermen Vincent to offer the position of Public Works Director to Justin Reaves at a salary of \$40,000 per year. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-N; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. Five votes aye and one vote nay. Motion carried.

Close Executive Session

Motion made by Aldermen Lloyd and seconded by Aldermen Hood to close the executive session, open the open session and adjourn the meeting. Aldermen Simpson-I; Aldermen Johnson-I; Aldermen Lloyd-I; Aldermen Hood-I; Aldermen Amodeo-I; and Aldermen Vincent-I. All votes aye. Motion carried.

Meeting adjourned.

Kate Gould, Deputy City Clerk

Jamie Schoolcraft, Mayor

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM # 6
FINANCE DEPARTMENT REPORT**

APPROVAL REQUESTED

February 2010 Financial Statements

CITY OF WILLARD
BALANCE SHEET
GENERAL FUND
February 28, 2010

ASSETS

CURRENT ASSETS

CASH IN BANK - CHECKING	\$ 50,386.54
CASH IN BANK- MID-MISSOURI BANK	19,398.54
CASH IN BANK - CD'S	72,453.43
CASH IN BANK - COURT	78.11
CASH IN BANK - JIS	1,095.59
CASH IN REPURCHASE AGREEMENT	56,532.58
TAXES RECEIVABLE	143,715.95
PETTY CASH	367.00
DUE FROM WATER/SEWER FUND	26,251.73
DUE FROM RECREATION FUND	146,298.72

TOTAL ASSETS

\$ 516,578.19

LIABILITIES AND EQUITY

LIABILITIES

PAYROLL TAXES PAYABLE	\$ - 601.32
COURT TRAINING ESCROW	786.06
ESCROW ACCOUNT	5,244.99
DUE TO WATER/SEWER FUND	79,428.24
DUE TO RECREATION FUND	17,743.34

TOTAL LIABILITIES

\$ 102,601.31

EQUITY

FUND BALANCE	\$ 368,313.62
NET INCOME -LOSS	45,663.26

TOTAL FUND EQUITY

\$ 413,976.88

TOTAL LIABILITIES AND EQUITY

\$ 516,578.19

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
GENERAL FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	<--> UNEXPENDED
REVENUES							
ASSET SALES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
BUILDING PERMITS	3000.00	0.00	250.00	0.00	500.00	-500.00	-3000.00
CABLE TV FRANCHISE FEES	19000.00	3568.82	1583.33	3568.82	3166.66	402.16	-15431.18
COUNTY ROAD AND BRIDGE TA	28000.00	26725.13	2333.33	26725.13	4666.66	22058.47	-1274.87
ELECTRIC FRANCHISE FEES	170000.00	17422.14	14166.67	31553.88	28333.34	3220.54	-138446.12
FINANCIAL INSTITUTION TAX	100.00	0.10	8.33	0.10	16.66	-16.56	-99.90
GAS FRANCHISE FEES	70000.00	7356.79	5833.33	11632.84	11666.66	-33.82	-58367.16
GRANT REVENUES	15000.00	6670.80	1250.00	6670.80	2500.00	4170.80	-8329.20
INTEREST INCOME	4000.00	10.11	333.33	387.12	666.66	-279.54	-3612.88
LAW ENFORCEMENT SALES TAX	45000.00	0.00	3750.00	3958.00	7500.00	-3542.00	-41042.00
MERCHANTS LICENSES	2200.00	110.00	183.33	1155.00	366.66	788.34	-1045.00
MISCELLANEOUS	1000.00	3704.13	83.33	7959.38	166.66	7792.72	6959.38
MOBILE PHONE LEASE FEES	45500.00	2910.00	3791.67	5820.00	7583.34	-1763.34	-39680.00
MOTOR VEHICLE TAXES	120000.00	9803.60	10000.00	19538.29	20000.00	-461.71	-100461.71
PLANNING AND ZONING	20000.00	5807.00	1666.67	6016.00	3333.34	2682.66	-13984.00
REAL ESTATE TAXES	175000.00	24996.58	14583.33	149979.40	29166.66	120812.74	-25020.60
SALES & USE TAX REVENUES	400000.00	20736.65	33333.33	52033.95	66666.66	-14632.71	-347966.05
SALES TAX - CAP IMP	0.00	8175.93	0.00	8175.93	0.00	8175.93	8175.93
STATE LET ACCOUNT	500.00	0.00	41.67	0.00	83.34	-83.34	-500.00
TRAFFIC COURT FINES	70000.00	6136.35	5833.33	12376.63	11666.66	709.97	-57623.37
TRANSFERS IN -OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	\$ 1188300.00	\$ 144134.13	\$ 99024.98	\$ 347551.27	\$ 198049.96	\$ 149501.31	\$ -840748.73

EXPENDITURES

COMMUNITY BUILDING:

ADVERTISING	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
UTILITIES-OTHER (CB)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMM.BLDG. EXPENS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
GENERAL FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	--> UNEXPENDED
GENERAL CITY GOVERNMENT:							
ADVERTISING	\$ 1750.00	\$ 663.00	\$ 145.83	\$ 663.00	\$ 291.66	\$ -371.34	\$ 1087.00
AUDIT FEE	2500.00	0.00	208.33	0.00	416.66	416.66	2500.00
CAPITAL ASSET EXPENDITURE	3000.00	174.82	250.00	349.65	500.00	150.35	2650.35
CONTRACT LABOR	1500.00	330.00	125.00	330.00	250.00	-80.00	1170.00
DUES AND SUBSCRIPTIONS	1000.00	180.00	83.33	315.00	166.66	-148.34	685.00
ELECTION EXPENSE	3000.00	0.00	250.00	0.00	500.00	500.00	3000.00
ENGINEERING EXPENSE	2500.00	0.00	208.33	0.00	416.66	416.66	2500.00
GROUP INSURANCE	22000.00	125.33	1833.33	5502.99	3666.66	-1836.33	16497.01
INSURANCE	2500.00	0.00	208.33	6515.48	416.66	-6098.82	-4015.48
LEGAL	30000.00	1740.00	2500.00	4279.55	5000.00	720.45	25720.45
PROFESSIONAL (GCG)	5000.00	207.72	416.67	1399.66	833.34	-566.32	3600.34
MISCELLANEOUS EXPENSE	0.00	-697.92	0.00	936.90	0.00	-936.90	-936.90
OFFICE SUPPLIES	8000.00	1747.43	666.67	3874.49	1333.34	-2541.15	4125.51
PAYROLL TAXES	4820.00	765.00	401.67	1530.00	803.34	-726.66	3290.00
REPAIRS AND MAINTENANCE	1500.00	684.04	125.00	1034.04	250.00	-784.04	465.96
RETIREMENT PLAN	5750.00	664.07	479.17	2073.02	958.34	-1114.68	3676.98
SALARIES	63000.00	10000.00	5250.00	20000.00	10500.00	-9500.00	43000.00
SPECIAL EVENT	1000.00	0.00	83.33	0.00	166.66	166.66	1000.00
SUPPLIES	5000.00	491.59	416.67	1133.67	833.34	-300.33	3866.33
TELEPHONE	7500.00	605.02	625.00	1873.50	1250.00	-623.50	5626.50
TRAVEL AND TRAINING	1500.00	1514.05	125.00	1473.05	250.00	-1223.05	26.95
UTILITIES-ELECTRIC (GCG)	4000.00	331.01	333.33	611.38	666.66	55.28	3388.62
UTILITIES-GAS (GCG)	3000.00	439.43	250.00	773.92	500.00	-273.92	2226.08
UTILITIES-OTHER (GCG)	1000.00	0.00	83.33	67.68	166.66	98.98	932.32
VEHICLE EXPENSES-GAS	1500.00	0.00	125.00	0.00	250.00	250.00	1500.00
VEHICLE EXPENSE-OTHER	1000.00	0.00	83.33	0.00	166.66	166.66	1000.00
TOTAL GENERAL CITY EXPE	\$ 183320.00	\$ 19964.59	\$ 15276.65	\$ 54736.98	\$ 30553.30	\$ -24183.68	\$ 128583.02

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
GENERAL FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	--> TO DATE UNEXPENDED
LAW AND PUBLIC SAFETY:							
ADVERTISING	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
BUILDING MAINTENANCE (LAW)	1000.00	195.80	83.33	195.80	166.66	-29.14	804.20
CAPITAL ASSET EXPENDITURE	0.00	174.82	0.00	349.65	0.00	-349.65	-349.65
CONTRACT LABOR	0.00	0.00	0.00	155.00	0.00	-155.00	-155.00
CVC FEES PAID	5500.00	819.54	458.33	1331.50	916.66	-414.84	4168.50
DARE	1000.00	0.00	83.33	0.00	166.66	166.66	1000.00
DUES AND SUBSCRIPTIONS	750.00	100.00	62.50	200.00	125.00	-75.00	550.00
GROUP INSURANCE	55400.00	510.06	4616.67	8795.36	9233.34	437.98	46604.64
INSURANCE	21000.00	0.00	1750.00	13446.34	3500.00	-9946.34	7553.66
INTEREST EXPENSE (LAW)	3450.00	0.00	287.50	1900.00	575.00	-1325.00	1550.00
LEASE PAYMENTS (LAW)	29000.00	0.00	2416.67	14000.00	4833.34	-9166.66	15000.00
LEGAL AND PROFESSIONAL	30000.00	2712.50	2500.00	6557.25	5000.00	-1557.25	23442.75
PROFESSIONAL (LAW)	5000.00	212.03	416.67	236.16	833.34	597.18	4763.84
OFFICE EXPENSE (LAW)	3300.00	136.78	275.00	457.80	550.00	92.20	2842.20
PAYROLL TAXES	32000.00	2411.66	2666.67	4609.28	5333.34	724.06	27390.72
POST FUND	750.00	58.00	62.50	94.73	125.00	30.27	655.27
REPAIRS AND MAINTENANCE	4000.00	10695.86	333.33	10783.36	666.66	-10116.70	-6783.36
RETIREMENT PLAN	22000.00	1368.35	1833.33	4212.18	3666.66	-545.52	17787.82
SALARIES	414000.00	31526.30	34500.00	60254.14	69000.00	8745.86	353745.86
SPECIAL EVENT EXPENSE	0.00	142.20	0.00	142.20	0.00	-142.20	-142.20
SUPPLIES	9000.00	273.22	750.00	528.58	1500.00	971.42	8471.42
TELEPHONE	8300.00	706.42	691.67	2661.71	1383.34	-1278.37	5638.29
TRAVEL AND TRAINING	5000.00	236.45	416.67	266.45	833.34	566.89	4733.55
UNIFORMS	7150.00	0.00	595.83	0.00	1191.66	1191.66	7150.00
UTILITIES-ELECTRIC (LAW)	3000.00	222.89	250.00	418.60	500.00	81.40	2581.40
UTILITIES-GAS (LAW)	3800.00	1041.91	316.67	1503.58	633.34	-870.24	2296.42
UTILITIES-OTHER (LAW)	1750.00	30.02	145.83	62.04	291.66	229.62	1687.96
VEHICLE EXPENSES-GAS	22000.00	2776.58	1833.33	4673.34	3666.66	-1006.68	17326.66
VEHICLE EXPENSE-OTHER	14000.00	121.14	1166.67	578.10	2333.34	1755.24	13421.90
TOTAL LAW AND SAFETY EX	\$ 702150.00	\$ 56472.53	\$ 58512.50	\$ 138413.15	\$ 117025.00	\$ -21388.15	\$ 563736.85

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
GENERAL FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	--> TO DATE UNEXPENDED
STREET DEPARTMENT:							
ADVERTISING	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CAPITAL ASSET EXPENDITURE	10000.00	0.00	833.33	1108.70	1666.66	557.96	8891.30
CONTRACT LABOR	1500.00	0.00	125.00	0.00	250.00	250.00	1500.00
GROUP INSURANCE	10000.00	-49.79	833.33	2023.97	1666.66	-357.31	7976.03
INSURANCE	1500.00	0.00	125.00	3137.92	250.00	-2887.92	-1637.92
MISCELLANEOUS EXPENSE	1000.00	0.00	83.33	0.00	166.66	166.66	1000.00
PAVING	35000.00	0.00	2916.67	0.00	5833.34	5833.34	35000.00
PAYROLL TAXES	3200.00	520.20	266.67	1040.40	533.34	-507.06	2159.60
REPAIRS AND MAINTENANCE	1000.00	645.71	83.33	722.51	166.66	-555.85	277.49
RETIREMENT PLAN	2350.00	-362.63	195.83	-535.13	391.66	926.79	2885.13
SALARIES	41600.00	6800.00	3466.67	13600.00	6933.34	-6666.66	28000.00
STORM WATER IMPROVEMENTS	5000.00	0.00	416.67	0.00	833.34	833.34	5000.00
STREET LIGHTS	55000.00	4149.81	4583.33	8300.47	9166.66	-866.19	46699.53
SUPPLIES	12000.00	1399.10	1000.00	3158.15	2000.00	-1158.15	8841.85
TREE MAINTENANCE (ST)	6400.00	0.00	533.33	0.00	1066.66	1066.66	6400.00
UTILITIES-ELECTRIC (ST)	1900.00	231.31	158.33	406.06	316.66	-89.40	1493.94
UTILITIES-GAS (ST)	2750.00	0.00	229.17	0.00	458.34	458.34	2750.00
UTILITIES-OTHER (ST)	4400.00	541.01	366.67	1165.11	733.34	-431.77	3234.89
VEHICLE EXPENSES-GAS	5000.00	863.46	416.67	863.46	833.34	-30.12	4136.54
VEHICLE EXPENSE-OTHER	3000.00	1170.29	250.00	1586.80	500.00	-1086.80	1413.20
TOTAL STREET EXPENSES	\$ 202600.00	\$ 15908.47	\$ 16883.33	\$ 36578.42	\$ 33766.66	\$ -2811.76	\$ 166021.58

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
GENERAL FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	<--> DATE UNEXPENDED
PLANNING & DEVELOPMENT							
CONTRACT LABOR (P&D)	7800.00	1078.50	650.00	2891.50	1300.00	-1591.50	4908.50
DUES & SUBSCRIPTIONS (P&D)	250.00	0.00	20.83	0.00	41.66	41.66	250.00
GROUP INSURANCE (P&D)	5000.00	72.33	416.67	841.78	833.34	-8.44	4158.22
PROFESSIONAL	15000.00	1778.12	1250.00	1778.12	2500.00	721.88	13221.88
MISCELLANEOUS (P&D)	0.00	53932.50	0.00	53932.50	0.00	-53932.50	-53932.50
OFFICE SUPPLIES (P&D)	500.00	83.29	41.67	181.47	83.34	-98.13	318.53
PAYROLL TAXES (P&D)	2300.00	275.20	191.67	550.40	383.34	-167.06	1749.60
REPAIRS/MAINTENANCE (P&D)	500.00	645.71	41.67	705.21	83.34	-621.87	-205.21
RETIREMENT (P&D)	1700.00	201.46	141.67	554.02	283.34	-270.68	1145.98
SALARIES (P&D)	30000.00	3597.50	2500.00	7195.00	5000.00	-2195.00	22805.00
STORMWATER/PLANNING	6000.00	51.95	500.00	231.47	1000.00	768.53	5768.53
TELEPHONE (P&D)	1300.00	61.69	108.33	125.72	216.66	90.94	1174.28
TRAVEL & TRAINING (P&D)	500.00	0.00	41.67	0.00	83.34	83.34	500.00
VEHICLE EXPENSE-GAS	750.00	0.00	62.50	0.00	125.00	125.00	750.00
VEHICLE EXPENSE-OTHER	750.00	0.00	62.50	0.00	125.00	125.00	750.00
TOTAL P & D EXPENSES	\$ 72350.00	\$ 61778.25	\$ 6029.18	\$ 68987.19	\$ 12058.36	\$ -56928.83	\$ 3362.81
EMERGENCY MANAGEMENT							
DUES & SUBSCRIPTIONS (EM)	100.00	0.00	8.33	0.00	16.66	16.66	100.00
GROUP INSURANCE (EM)	0.00	11.81	0.00	23.62	0.00	-23.62	-23.62
PROFESSIONAL (EM)	1000.00	0.00	83.33	0.00	166.66	166.66	1000.00
OFFICE SUPPLIES (EM)	250.00	83.27	20.83	181.46	41.66	-139.80	68.54
PAYROLL TAXES (EM)	1530.00	67.60	127.50	168.43	255.00	86.57	1361.57
SALARIES (EM)	20000.00	883.65	1666.67	2202.67	3333.34	1130.67	17797.33
SUPPLIES (EM)	2000.00	21.00	166.67	21.00	333.34	312.34	1979.00
TELEPHONE (EM)	1000.00	64.68	83.33	27.76	166.66	138.90	972.24
TRAVEL & TRAINING (EM)	0.00	0.00	0.00	547.33	0.00	-547.33	-547.33
VEHICLE EXPENSE-OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EMERGENCY MGMT EX	\$ 25880.00	\$ 1132.01	\$ 2156.66	\$ 3172.27	\$ 4313.32	\$ 1141.05	\$ 22707.73
TOTAL EXPENDITURES	\$ 1186300.00	\$ 155255.85	\$ 98858.32	\$ 301888.01	\$ 197716.64	\$ -104171.37	\$ 884411.99
NET INCOME -LOSS	\$ 2000.00	\$ -11121.72	\$ 166.66	\$ 45663.26	\$ 333.32	\$ 45329.94	\$ 43663.26

UNAUDITED

CITY OF WILLARD
BALANCE SHEET
WATER AND SEWER FUND
February 28, 2010

ASSETS

CURRENT ASSETS

CASH IN BANK - CHECKING	\$ 80,982.84
SEWER LIFT STATION - FIXED COSTS	78,000.00
SEWER LIFT STATION - INCREMENTAL COSTS	35,770.00
SEWER LIFT STATION - VARIABLE COSTS	49,150.00
WATER/SEWER FUND TDOA	71,714.38
CASH - REVENUE BOND ESCROW	50,219.53
CASH - WATER PRINCIPAL AND INTEREST	313,170.94
CASH IN REPURCHASE AGREEMENT	34,915.92
CASH-WW/SS PRINCIPAL & INTEREST	175,651.51
DUE FROM GENERAL FUND	68,647.24
2005 CERTIFICATE FUND	150.99
2005 RESERVE FUND	49,500.00
2005 CONSTRUCTION FUND	905.34
DUE FROM RECREATION FUND	16,552.14
2008 CERTIFICATE FUND	664.50
2008 RESERVE FUND	231,187.28
2008 CONSTRUCTION FUND	283,185.06
RETURNED CHECKS	258.84
RECEIVABLE - FIRE DEPT	100,000.00
DEFERRED CHARGE-COI-2002 REFUNDING BONDS	86,776.77
TOTAL CURRENT ASSETS	\$ 1,727,403.28

FIXED ASSETS

LAND	\$ 205,894.58
EQUIPMENT	577,728.60
SEWER SYSTEM	5,067,229.80
ACCUMULATED DEPRECIATION	-99,344.04
WATER SYSTEM	3,519,976.70
CONSTRUCTION IN PROGRESS	86,602.22
ACCUMULATED DEPRECIATION	-2,630,716.62
NET FIXED ASSETS	\$ 6,727,371.24

TOTAL ASSETS

\$ 8,454,774.52

UNAUDITED

CITY OF WILLARD
BALANCE SHEET
WATER AND SEWER FUND
February 28, 2010

LIABILITIES AND EQUITY

LIABILITIES

PAYROLL TAXES PAYABLE	\$.00
SALES TAX PAYABLE	2,505.33
MISSOURI PRIMACY TAX	44.40
WATER POLLUTION SERVICE CONNECTION FEE	1,505.58
CUSTOMER DEPOSITS	120,988.24
AT&T CAPITAL LEASE	1,654.88
DUE TO GENERAL FUND	26,278.73
DUE TO RECREATION FUND	250.00
REVENUE BONDS PAYABLE	- 120,000.00
2005 REVENUE BONDS PAYABLE	460,000.00
2003 REVENUE BONDS PAYABLE	265,000.00
2008 REVENUE BONDS PAYABLE	2,305,000.00
DEFERRED LOSS ON REFINANCING	-13,716.15
TOTAL LIABILITIES	\$ 3,049,511.01

EQUITY

CONT. CAPITAL - FED & STATE	\$.00
RETAINED EARNINGS	5,501,364.07
NET INCOME -LOSS	-96,100.56
TOTAL FUND EQUITY	\$ 5,405,263.51
TOTAL LIABILITIES AND EQUITY	\$ 8,454,774.52

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
WATER AND SEWER FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	--> UNEXPENDED
WATER DEPARTMENT							
REVENUES							
GAIN -LOSS ON ASSET SALES	0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CERTIFICATES OF PARTICIPA	125000.00	0.00	10416.67	0.00	20833.34	-20833.34	-125000.00
INTEREST INCOME	7500.00	139.21	625.00	271.30	1250.00	-978.70	-7228.70
METER INSTALLATIONS	11250.00	0.00	937.50	0.00	1875.00	-1875.00	-11250.00
MISCELLANEOUS INCOME	1000.00	0.00	83.33	0.00	166.66	-166.66	-1000.00
PENALTY INCOME	22000.00	1481.91	1833.33	3215.21	3666.66	-451.45	-18784.79
TRASH INCOME	57000.00	10258.62	4750.00	20293.74	9500.00	10793.74	-36706.26
WATER SALES - COMMERCIAL	38000.00	3986.22	3166.67	7579.66	6333.34	1246.32	-30420.34
WATER SALES - RESIDENTIAL	700000.00	53765.34	58333.33	106272.04	116666.66	-10394.62	-593727.96
TOTAL REVENUES	\$ 961750.00	\$ 69631.30	\$ 80145.83	\$ 137631.95	\$ 160291.66	\$ -22659.71	\$ -824118.05
EXPENSES							
ADVERTISING	\$ 1000.00	\$ 0.00	\$ 83.33	\$ 228.00	\$ 166.66	\$ -61.34	\$ 772.00
AUDIT	4000.00	0.00	333.33	0.00	666.66	666.66	4000.00
BUILDING MAINTENANCE (WAT	0.00	17.95	0.00	17.95	0.00	-17.95	-17.95
CONTRACT LABOR	1500.00	1800.50	125.00	2100.50	250.00	-1850.50	-600.50
DEPRECIATION	105600.00	0.00	8800.00	17414.02	17600.00	185.98	88185.98
DUES AND SUBSCRIPTIONS	500.00	0.00	41.67	73.05	83.34	10.29	426.95
FISCAL AGENT FEES	2000.00	0.00	166.67	150.00	333.34	183.34	1850.00
GROUP INSURANCE	25300.00	467.42	2108.33	4020.16	4216.66	196.50	21279.84
INSURANCE	18000.00	0.00	1500.00	6369.36	3000.00	-3369.36	11630.64
INTEREST EXPENSE	62325.00	28689.38	5193.75	31332.82	10387.50	-20945.32	30992.18
LEGAL AND PROFESSIONAL	2500.00	875.00	208.33	1183.00	416.66	-766.34	1317.00
PROFESSIONAL (WATER)	5000.00	1256.57	416.67	2345.33	833.34	-1511.99	2654.67
MISCELLANEOUS EXPENSE	0.00	80.00	0.00	80.00	0.00	-80.00	-80.00
OFFICE SUPPLIES	6000.00	1854.17	500.00	3914.08	1000.00	-2914.08	2085.92
PAYROLL TAXES	19400.00	888.01	1616.67	1804.01	3233.34	1429.33	17595.99
REPAIRS AND MAINTENANCE	15000.00	46323.21	1250.00	47574.21	2500.00	-45074.21	-32574.21
RETIREMENT PLAN	13970.00	853.43	1164.17	1881.77	2328.34	446.57	12088.23
SALARIES	254000.00	11607.89	21166.67	23581.81	42333.34	18751.53	230418.19
SALARIES-OVERTIME	5000.00	0.00	416.67	0.00	833.34	833.34	5000.00
SUPPLIES	20000.00	4324.20	1666.67	5381.76	3333.34	-2048.42	14618.24
SUPPLIES - PROJECT	100000.00	0.00	8333.33	0.00	16666.66	16666.66	100000.00
TRASH EXPENSE	54720.00	20597.28	4560.00	21364.78	9120.00	-12244.78	33355.22
TRAVEL AND TRAINING	2000.00	400.00	166.67	400.00	333.34	-66.66	1600.00
UTILITIES-ELECTRIC (WATER	47500.00	5545.75	3958.33	8617.42	7916.66	-700.76	38882.58
UTILITIES-OTHER (WATER)	5000.00	256.17	416.67	616.38	833.34	216.96	4383.62
VEHICLE EXPENSES-GAS	10000.00	577.97	833.33	1865.03	1666.66	-198.37	8134.97
VEHICLE EXPENSE-OTHER	3000.00	370.59	250.00	460.79	500.00	39.21	2539.21
TOTAL EXPENSES	\$ 783315.00	\$ 126785.49	\$ 65276.26	\$ 182776.23	\$ 130552.52	\$ -52223.71	\$ 600538.77
NET INCOME -LOSS	\$ 178435.00	\$ -57154.19	\$ 14869.57	\$ -45144.28	\$ 29739.14	\$ -74883.42	\$ -223579.28

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
WATER AND SEWER FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	--> UNEXPENDED
SEWER DEPARTMENT							
REVENUES							
GAIN -LOSS ON ASSET SALES	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
CERTIFICATE OF PARTICIPAT	125000.00	0.00	10416.67	0.00	20833.34	-20833.34	-125000.00
HOOK-UP FEES RECEIVED (SE	22500.00	0.00	1875.00	0.00	3750.00	-3750.00	-22500.00
INTEREST INCOME	8000.00	60.83	666.67	118.75	1333.34	-1214.59	-7881.25
MISCELLANEOUS INCOME	1000.00	0.00	83.33	0.00	166.66	-166.66	-1000.00
PENALTY INCOME	32000.00	2008.28	2666.67	4435.68	5333.34	-897.66	-27564.32
SEWER SALES	763000.00	62799.61	63583.33	129870.37	127166.66	2703.71	-633129.63
TOTAL REVENUES	\$ 951500.00	\$ 64868.72	\$ 79291.67	\$ 134424.80	\$ 158583.34	\$ -24158.54	\$ -817075.20
EXPENSES							
ADVERTISING	\$ 400.00	\$ 0.00	\$ 33.33	\$ 0.00	\$ 66.66	\$ 66.66	\$ 400.00
AUDIT	4000.00	0.00	333.33	0.00	666.66	666.66	4000.00
BUILDING MAINTENANCE (SEW	0.00	35.90	0.00	35.90	0.00	-35.90	-35.90
CONTRACT LABOR	1000.00	1643.00	83.33	1943.00	166.66	-1776.34	-943.00
DEPRECIATION	134000.00	0.00	11166.67	22318.20	22333.34	15.14	111681.80
DUES AND SUBSCRIPTIONS	500.00	0.00	41.67	73.05	83.34	10.29	426.95
FISCAL AGENT FEES	3000.00	750.00	250.00	900.00	500.00	-400.00	2100.00
GROUP INSURANCE	25300.00	777.50	2108.33	4330.23	4216.66	-113.57	20969.77
HOOK-UP EXPENSE (SEWER)	7500.00	0.00	625.00	0.00	1250.00	1250.00	7500.00
INSURANCE	18000.00	0.00	1500.00	6296.36	3000.00	-3296.36	11703.64
INTEREST EXPENSE	80600.00	28689.37	6716.67	41203.44	13433.34	-27770.10	39396.56
LEGAL AND PROFESSIONAL	2500.00	875.00	208.33	875.00	416.66	-458.34	1625.00
PROFESSIONAL (SEWER)	5000.00	213.81	416.67	1320.31	833.34	-486.97	3679.69
OFFICE SUPPLIES	6000.00	1602.78	500.00	3600.95	1000.00	-2600.95	2399.05
PAYROLL TAXES	20000.00	888.00	1666.67	1804.00	3333.34	1529.34	18196.00
REPAIRS AND MAINTENANCE	15000.00	6572.85	1250.00	7823.85	2500.00	-5323.85	7176.15
RETIREMENT PLAN	14300.00	853.43	1191.67	1881.77	2383.34	501.57	12418.23
SALARIES	254000.00	11607.89	21166.67	23581.80	42333.34	18751.54	230418.20
SALARIES-OVERTIME	3000.00	0.00	250.00	0.00	500.00	500.00	3000.00
SPRINGFIELD SEWER CHARGES	230000.00	0.00	19166.67	0.00	38333.34	38333.34	230000.00
SUPPLIES	25000.00	674.08	2083.33	1269.25	4166.66	2897.41	23730.75
SUPPLIES - PROJECT	100000.00	0.00	8333.33	0.00	16666.66	16666.66	100000.00
TRAVEL AND TRAINING	2000.00	0.00	166.67	0.00	333.34	333.34	2000.00
UTILITIES-ELECTRIC (SEWER)	46500.00	3638.34	3875.00	6946.12	7750.00	803.88	39553.88
UTILITIES-OTHER (SEWER)	9000.00	1231.23	750.00	3388.28	1500.00	-1888.28	5611.72
VEHICLE EXPENSE-GAS	10000.00	0.00	833.33	1287.04	1666.66	379.62	8712.96
VEHICLE EXPENSE-OTHER	3000.00	370.57	250.00	460.77	500.00	39.23	2539.23
TOTAL EXPENSES	\$ 1019600.00	\$ 60423.75	\$ 84966.67	\$ 131339.32	\$ 169933.34	\$ 38594.02	\$ 888260.68
NET INCOME -LOSS	\$ -68100.00	\$ 4444.97	\$ -5675.00	\$ 3085.48	\$ -11350.00	\$ 14435.48	\$ 71185.48

UNAUDITED

CITY OF WILLARD
BALANCE SHEET
PARK FUND
February 28, 2010

ASSETS

CURRENT ASSETS

CASH IN BANK - CHECKING	\$ 64,165.13	
PARK FUND TDOA	4,097.71	
TAXES RECEIVABLE	43,996.88	
2003 COPS RESERVE	1.00	
PETTY CASH	1,000.00	
DUE FROM GENERAL FUND	14,678.67	
2008B PROJECT FUND	1,993,441.02	
2009 B CERTIFICATE FUND	704.76	
2008 RESERVE FUND	301,000.00	
2008 COST OF ISSUANCE	9,237.50	
PROJECT PLAYGROUND	1,051.00	
YOUTH SCHOLARSHIPS	2,505.00	
FACILITY RENOVATION GRANTS	5,038.75	
TOTAL ASSETS		\$ 2,423,727.92

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LIABILITIES AND EQUITY

PAYROLL TAXES PAYABLE	\$.00	
DUE TO GENERAL FUND	152,078.07	
DUE TO WATER/SEWER FUND	16,552.14	
MID-MISSOURI BANK	200,000.00	
TOTAL LIABILITIES		\$ 368,630.21
EQUITY		
FUND BALANCE	\$ 1,988,790.22	
NET INCOME -LOSS	66,307.49	
TOTAL FUND EQUITY		\$ 2,055,097.71

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TOTAL LIABILITIES AND EQUITY \$ 2,423,727.92

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UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
PARK FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	--> <-- BUDGET	BUDGET TO DATE OVER/UNDER	--> UNEXPENDED
REVENUES							
ADULT PROGRAMS	\$ 12000.00	\$ 215.00	\$ 1000.00	\$ 2280.00	\$ 2000.00	\$ 280.00	\$ -9720.00
ADVERTISING INCOME	20000.00	12101.50	1666.67	14191.50	3333.34	10858.16	-5808.50
COMMUNITY BUILDING	0.00	-485.00	0.00	-1235.00	0.00	-1235.00	-1235.00
CONCESSION INCOME	70000.00	1722.56	5833.33	2506.06	11666.66	-9160.60	-67493.94
FOURTH OF JULY	5000.00	0.00	416.67	0.00	833.34	-833.34	-5000.00
INTEREST INCOME	2000.00	4.01	166.67	7.11	333.34	-326.23	-1992.89
MISCELLANEOUS INCOME	5000.00	806.40	416.67	806.40	833.34	-26.94	-4193.60
PARK FEES	3500.00	0.00	291.67	0.00	583.34	-583.34	-3500.00
REAL ESTATE TAXES	53265.00	0.00	4438.75	37332.53	8877.50	28455.03	-15932.47
FACILITY INCOME	25000.00	3210.00	2083.33	6077.50	4166.66	1910.84	-18922.50
SALES TAX	446250.00	23650.00	37187.50	74063.27	74375.00	-311.73	-372186.73
SALES TAX - CAP IMP	185100.00	0.00	15425.00	14617.44	30850.00	-16232.56	-170482.56
SWIM POOL INCOME	95000.00	0.00	7916.67	50.00	15833.34	-15783.34	-94950.00
YOUTH PROGRAMS	200000.00	14460.25	16666.67	17489.87	33333.34	-15843.47	-182510.13
TOTAL REVENUES	\$ 1122115.00	\$ 55684.72	\$ 93509.60	\$ 168186.68	\$ 187019.20	\$ -18832.52	\$ -953928.32

UNAUDITED

CITY OF WILLARD
INCOME STATEMENT
PARK FUND
For the 2 month period ended February 28, 2010

	ANNUAL BUDGET	<--CURRENT BALANCE	--> <-- BUDGET	YEAR TO DATE BALANCE	<-- <-- BUDGET	BUDGET TO DATE OVER/UNDER	<--> TO DATE UNEXPENDED
EXPENDITURES							
ADVERTISING	\$ 6000.00	\$ 1511.00	\$ 500.00	\$ 1511.00	\$ 1000.00	\$ -511.00	\$ 4489.00
BUILDING MAINTENANCE (PAR	5000.00	0.00	416.67	624.91	833.34	208.43	4375.09
CAPITAL ASSET EXPENDITURE	0.00	174.83	0.00	349.66	0.00	-349.66	-349.66
CHEMICALS	18000.00	0.00	1500.00	0.00	3000.00	3000.00	18000.00
CONCESSIONS	35000.00	1104.16	2916.67	1784.66	5833.34	4048.68	33215.34
CONTRACT LABOR	5000.00	3233.97	416.67	5988.97	833.34	-5155.63	-988.97
DUES AND SUBSCRIPTIONS	0.00	0.00	0.00	95.00	0.00	-95.00	-95.00
EQUIPMENT-SPORTS (PARK)	3000.00	0.00	250.00	0.00	500.00	500.00	3000.00
FIREWORKS	8000.00	1750.00	666.67	1750.00	1333.34	-416.66	6250.00
FISCAL AGENT FEES	4500.00	0.00	375.00	750.00	750.00	0.00	3750.00
GROUP INSURANCE	22850.00	353.16	1904.17	4226.74	3808.34	-418.40	18623.26
INSURANCE	18000.00	0.00	1500.00	17656.74	3000.00	-14656.74	343.26
INTEREST EXPENSE	200000.00	990.27	16666.67	1980.55	33333.34	31352.79	198019.45
LANDSCAPING	3500.00	0.00	291.67	0.00	583.34	583.34	3500.00
LEASE PAYMENTS	305000.00	0.00	25416.67	0.00	50833.34	50833.34	305000.00
LEGAL	2000.00	126.00	166.67	322.00	333.34	11.34	1678.00
PROFESSIONAL	4000.00	176.54	333.33	1175.20	666.66	-508.54	2824.80
MISCELLANEOUS EXPENSE	1000.00	1143.88	83.33	1143.88	166.66	-977.22	-143.88
OFFICE SUPPLIES	8000.00	566.08	666.67	1440.88	1333.34	-107.54	6559.12
PAYROLL TAXES	29500.00	1407.17	2458.33	2732.39	4916.66	2184.27	26767.61
REPAIRS AND MAINTENANCE	20000.00	1186.20	1666.67	1492.93	3333.34	1840.41	18507.07
RETIREMENT PLAN	5800.00	427.18	483.33	1244.46	966.66	-277.80	4555.54
SALARIES	143950.00	12749.34	11995.83	23542.28	23991.66	449.38	120407.72
SALARIES-SEASONAL	180000.00	5644.63	15000.00	12174.17	30000.00	17825.83	167825.83
SALARIES-OVERTIME	5000.00	0.00	416.67	0.00	833.34	833.34	5000.00
SUPPLIES-GENERAL (PARK)	10000.00	330.80	833.33	1140.05	1666.66	526.61	8859.95
SUPPLIES-SPORTS (PARK)	7500.00	2282.00	625.00	3754.02	1250.00	-2504.02	3745.98
SUPPLIES-AQUATIC (PARK)	3000.00	0.00	250.00	36.25	500.00	463.75	2963.75
SUPPLIES-SPECIAL ACTIVITY	5000.00	915.00	416.67	1049.70	833.34	-216.36	3950.30
SUPPLIES - GROUNDS	5000.00	0.00	416.67	0.00	833.34	833.34	5000.00
TELEPHONE	7000.00	897.40	583.33	2755.36	1166.66	-1588.70	4244.64
TRAVEL AND TRAINING	1000.00	750.00	83.33	750.00	166.66	-583.34	250.00
TURF MAINTENANCE	3000.00	0.00	250.00	0.00	500.00	500.00	3000.00
UTILITIES-ELECTRIC (PARK)	25000.00	3596.69	2083.33	6107.67	4166.66	-1941.01	18892.33
UTILITIES-GAS	9000.00	1818.66	750.00	3523.29	1500.00	-2023.29	5476.71
UTILITIES-OTHER (PARK)	4000.00	177.50	333.33	486.20	666.66	180.46	3513.80
VEHICLE EXPENSE-GAS	7000.00	10.00	583.33	10.00	1166.66	1156.66	6990.00
VEHICLE EXPENSE-OTHER	2500.00	280.23	208.33	280.23	416.66	136.43	2219.77

TOTAL EXPENDITURES	\$ 1122100.00	\$ 43602.69	\$ 93508.34	\$ 101879.19	\$ 187016.68	\$ 85137.49	\$ 1020220.81
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NET INCOME -LOSS	\$ 15.00	\$ 12082.03	\$ 1.26	\$ 66307.49	\$ 2.52	\$ 66304.97	\$ 66292.49
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UNAUDITED

CITY OF WILLARD
BALANCE SHEET
ACCOUNT GROUP
February 28, 2010

GENERAL FIXED ASSETS

ASSETS

FIXED ASSETS, UNDEPRECIATED

\$ 3,132,701.57
=====

EQUITY

INVESTMENT IN GENERAL FIXED ASSETS

\$ 3,132,701.57
=====

UNAUDITED

CITY OF WILLARD
BALANCE SHEET
ACCOUNT GROUP
February 28, 2010

GENERAL LONG-TERM DEBTS

ASSETS

AMOUNT AVAILABLE FOR DEBT RETIREMENT	\$ 62,452.03
AMOUNT AVAILABLE FOR DEBT RETIREMENT	158,044.38
AMOUNT TO BE PROVIDED FOR DEBT RETIREMENT	397,547.97
AMOUNT TO BE PROVIDED FOR DEBT RETIREMENT - 2001	1,366,955.62
AMOUNT TO BE PROVIDED-POLICE STATION	245,000.00
TOTAL ASSETS	\$ 2,230,000.00

LIABILITIES

CERTIFICATES OF PARTICIPATION PAYABLE	460,000.00
CERTIFICATE OF PARTICIPATION - 2001	1,525,000.00
LEASE-PURCHASE-POLICE STATION (2002)	245,000.00
TOTAL LIABILITIES	\$ 2,230,000.00

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City of Willard
Disbursements Journal
February 28, 2010

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
2094	2/28/10	VOID	1 740		.00	
2095	2/28/10	JACOB HUTCHISON	1 740	70.00		70.00
2096	2/28/10	GARY BURCHAM	1 740	150.00		150.00
2097	2/28/10	CASSI EARLY	1 740	17.00		17.00
2098	2/28/10	CLARISSA KING	1 740	51.00		51.00
2099	2/28/10	TONY MOLINA	1 740	45.50		45.50
2100	2/28/10	MISSOURI DEPT OF REVENUE	1 1830	406.00		406.00
2101	2/28/10	MISSOURI DEPT OF REVENUE	1 1830	413.54		413.54
2102	2/28/10	TREASURER, STATE OF MISSOURI	1 1905	58.00		58.00
2103	2/28/10	CITY OF WILLARD	1 740	7,816.58		7,816.58
7397	2/28/10	ABEL OLMSTEAD	2 385 2 390 2 760 2 780 2 1735	75.00	-.70 -12.50 -17.75 -14.24	
7398	2/28/10	GENEVIEVE FRANKLIN	2 370 2 385 2 390 2 780 2 1735	75.00	-.27 -.70 -12.00 -10.68	29.81
						51.35

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City of Willard
Disbursements Journal
February 28, 2010

Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
7399	2/28/10	WILLIAM FEITH	2 370		-.27	
			2 385		-.70	
			2 390	100.00		
			2 760		-12.50	
			2 780		-12.00	
			2 1735		-12.25	62.28
7400	2/28/10	VOID	2 390		.00	
			2 390	26.76		26.76
7401	2/28/10	VOID	2 390		.00	.00
7402	2/28/10	VOID	2 390		.00	.00
7403	2/28/10	VOID	2 390		.00	.00
7404	2/28/10	VOID	2 390		.00	.00
7405	2/28/10	VOID	2 390		.00	.00
7406	2/28/10	VOID	2 390		.00	.00
7407	2/28/10	VOID	2 390		.00	.00
7408	2/28/10	MIDWEST ASSISTANCE PROGRAM	2 945	400.00		400.00
7409	2/28/10	MISSOURI DNR	2 876	45.00		45.00
7410	2/28/10	JOE L COSBY	2 760	162.50		162.50
7411	2/28/10	DIAMOND INTERNATIONAL	2 965	177.80		177.80
			2 1965	177.79		177.79

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City of Willard
Disbursements Journal
February 28, 2010

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
7412	2/28/10	BOB FROST	2 390	75.00		355.59
7413	2/28/10	JIM BENTLEY	2 370 2 385 2 390 2 780 2 1735	75.00	-.27 -.70 -12.00 -17.95	75.00
7414	2/28/10	ROBERT GOODING	2 370 2 385 2 390 2 780 2 1735	75.00	-.41 -.70 -18.31 -14.24	44.08
7415	2/28/10	JAMES WHITLEY	2 370 2 385 2 390 2 780 2 1735	75.00	-.78 -.70 -12.00 -16.15	41.34
7416	2/28/10	CLINTON SUTTON	2 370 2 385 2 390 2 780 2 1735	75.00	-.63 -.70 -28.00 -36.28	45.37
7417	2/28/10	PAMLA SQUIRE	2 370 2 385 2 390 2 780 2 1735	75.00	-1.69 -.70 -26.00 -18.40	9.39
7418	2/28/10	NATHAN PRATT	2 370 2 385 2 390 2 780	75.00	-.27 -.70 -12.00	28.21

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Disbursements Journal
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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
			2 1735		-11.02	51.01
7419	2/28/10	AMBER DANIEL	2 370 2 385 2 390 2 780 2 1735	75.00	-.27 -.70 -12.00 -18.31	43.72
7420	2/28/10	ROB CHILSON	2 370 2 385 2 390 2 780 2 1735	75.00	-.27 -.70 -12.00 -28.82	33.21
7421	2/28/10	MELVIN THORNTON	2 370 2 385 2 390 2 780 2 1735	75.00	-.33 -.70 -14.38 -28.99	30.60
7422	2/28/10	CITY OF WILLARD JIS COURT	2 880	80.00		80.00
7423	2/28/10	JUSTIN REAVES	2 959	50.00		50.00
7424	2/28/10	DAVID BLAKEMORE	2 1959	50.00		50.00
7425	2/28/10	AMY SHELL	2 959	50.00		50.00
7426	2/28/10	POSTMASTER	2 885 2 1885	637.97 637.97		1,275.94
9421	2/28/10	VOID	3 880		.00	.00
9422	2/28/10	POSTMASTER	3 885	495.26		

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
9423	2/28/10	CHESTERFIELD FAMILY CENTER	3 945	750.00		495.26
9424	2/28/10	BETH JOHNSON	3 620	75.00		750.00
9425	2/28/10	MARIE CHAPMAN	3 620	110.00		75.00
9426	2/28/10	MARIANNE BULL	3 620	75.00		110.00
9427	2/28/10	AMBER ADAMSON	3 620	75.00		75.00
9428	2/28/10	CLARA HAYTER	3 620	75.00		75.00
9429	2/28/10	DEBBIE BURCH	3 755	40.00		75.00
9430	2/28/10	BERRAH BROWN	3 880	345.00		40.00
9431	2/28/10	SHAWN TRENT	3 880	675.00		345.00
9432	2/28/10	ANDY FARMER	3 940	50.00		675.00
9433	2/28/10	TIM TAHTINEN	3 940	50.00		50.00
9434	2/28/10	JOHN TILLER	3 938	54.00		50.00
9435	2/28/10	ROGER BRICKER	3 938	36.00		54.00
9436	2/28/10	CAMI JENNINGS	3 938	153.00		36.00
						153.00

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Disbursements Journal
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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
9437	2/28/10	LONELL JONES	3 938	102.00		102.00
9438	2/28/10	DANNY SCHUBERT	3 938	54.00		54.00
9439	2/28/10	RICK RABY	3 938	36.00		36.00
9440	2/28/10	LINDA ROSENDAHL	3 938	288.00		288.00
9441	2/28/10	KAREN SIEGISMUND	3 938	192.00		192.00
9442	2/28/10	ALL THAT MUSIC	3 825	295.00		295.00
9443	2/28/10	MID-MISSOURI BANK	3 870	990.27		990.27
9444	2/28/10	AM PYTOTECHNICS LLC	3 850	1,750.00		1,750.00
9445	2/28/10	RAY BERRY	3 723	75.00		75.00
9446	2/28/10	GAYTHA YATES	3 620	75.00		75.00
9447	2/28/10	AARON WELLS	3 880	55.00		55.00
11322	2/28/10	AC ELECTRICAL SYSTEMS, INC.	2 900	270.00		270.00
11323	2/28/10	HDR INC/ARCHER ENGINEERS	2 876	984.76		984.76
11324	2/28/10	ALLIED WASTE/CITIZEN BILLING	2 943	14,961.78		14,961.78
11325	2/28/10	AUTOMATED WASTE SERVICES	2 943	180.00		180.00

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City of Willard
Disbursements Journal
February 28, 2010

Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
11326	2/28/10	BAIRD, LIGHTNER, MILLSAP & HAR	2 875 2 1875	875.00 875.00		1,750.00
11327	2/28/10	BILL ROBERTS CHEVROLET	2 965 2 1965	165.81 165.81		331.62
11328	2/28/10	CITY OF WILLARD	2 959 2 1959	20.41 20.42		40.83
11329	2/28/10	COMMERCE TRUST	2 1855	750.00		750.00
11330	2/28/10	COMMERCE BANK	2 1935	242.98		242.98
11331	2/28/10	COMMERCE BANK	2 876 2 935	45.00 146.48		191.48
11332	2/28/10	CONOCO, INC.	2 960 2 1860	310.09 310.08		620.17
11333	2/28/10	DELTA DENTAL	2 860 2 1860	174.69 174.68		349.37
11334	2/28/10	DIVISION OF UNEMPLOYMENT	2 825 2 1825	1,545.50 1,545.50		3,091.00
11335	2/28/10	EMPIRE ELECTRIC	2 955 2 1955	5,545.75 3,638.34		9,184.09
11336	2/28/10	FASTENAL COMPANY	2 935 2 1935	19.12 19.12		38.24
11337	2/28/10	FLYNN DRILLING CO., INC.	2 900	45,157.50		

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount
11338	2/28/10	FOURAKER PRINTING	2 885 2 1885	809.59 558.21	
					1,367.80
11339	2/28/10	GREENE COUNTY HEALTH DEPT	2 876	80.00	
11340	2/28/10	INDEPENDENT ELECTRIC	2 1900	5,927.14	
11341	2/28/10	INLAND PRINTING CO.	2 876 2 1876	47.91 47.91	
					95.82
11342	2/28/10	ITX LLC	2 900 2 1900	645.71 645.71	
					1,291.42
11343	2/28/10	KEE WES EQUIPMENT CO.	2 935 2 1935	27.64 27.63	
					55.27
11344	2/28/10	KZ DESIGN & DETAILING LLC	2 825 2 1825	255.00 97.50	
					352.50
11345	2/28/10	LAKELAND LABORATORIES	2 1935	135.00	
					135.00
11346	2/28/10	MISSOURI LAGERS	2 910 2 1910	853.43 853.43	
					1,706.86
11347	2/28/10	MISSOURI ONE CALL	2 876 2 1876	20.15 20.15	
					40.30
11348	2/28/10	MELTON PROPANE, INC.	2 1959	394.05	
					394.05
11349	2/28/10	MURIN'S MARKET	2 935 2 1935	9.68 9.68	

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Disbursements Journal
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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
11350	2/28/10	ONLINE INFORMATION SERVICES	2 876 2 1876	33.75 33.75		19.36
11351	2/28/10	PURCHASE POWER	2 885 2 1885	200.00 200.00		67.50
11352	2/28/10	RACE BROS	2 935 2 1935	236.56 124.95		400.00
11353	2/28/10	REAVIS WATER WELL	2 900	250.00		361.51
11354	2/28/10	REX SMITH OIL CO.	2 960	267.88		250.00
11355	2/28/10	GREENE COUNTY HEALTH DEPT	2 1876	112.00		267.88
11356	2/28/10	SOUTHERN MISSOURI BATTERY INC.	2 808 2 1808	17.95 35.90		112.00
11357	2/28/10	SPRINGFIELD WINWATER	2 935	3,769.99		53.85
11358	2/28/10	SAWYER TIRE	2 965 2 1965	26.98 26.97		3,769.99
11359	2/28/10	UNIFIRST	2 935 2 1935	114.73 114.72		53.95
11360	2/28/10	VERIZON	2 959 2 1959	52.61 52.61		229.45
11361	2/28/10	VSP	2 860 2 1860	61.41 61.42		105.22

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
11362	2/28/10	WCA MO - CITIZEN BILLING	2 943	5,455.50		122.83
14905	2/28/10	BJ'S TROPHY SHOP	3 936	698.00		5,455.50
14906	2/28/10	BAIRD, LIGHTNER, MILLSAP & HARPO	3 875	126.00		698.00
14907	2/28/10	COMMERCE BANK	3 876 3 885 3 960	58.49 32.97 10.00		126.00
14908	2/28/10	COPY PRODUCTS, INC.	3 140 3 150 3 876	101.36 61.23 68.05		101.46
14909	2/28/10	DELTA DENTAL	3 860	176.47		230.64
14910	2/28/10	DIVISION OF UNEMPLOYMENT	3 825	2,938.97		176.47
14911	2/28/10	DIRECTV	3 959	74.99		2,938.97
14912	2/28/10	EMPIRE ELECTRIC	3 955	3,596.69		74.99
14913	2/28/10	FOURAKER PRINTING	3 800	851.00		3,596.69
14914	2/28/10	FROG'S DETAILED SPECIALITIES	3 800	660.00		851.00
14915	2/28/10	ITX LLC	3 900	645.74		660.00
14916	2/28/10	KEE WES EQUIPMENT CO.	3 935	82.92		645.74
						82.92

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Disbursements Journal
February 28, 2010

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
14917	2/28/10	LOWE'S	3 900	224.46		224.46
14918	2/28/10	MISSOURI LAGERS	3 910	858.90		858.90
14919	2/28/10	MELTON PROPANE, INC.	3 958	853.23		853.23
14920	2/28/10	MURFIN'S MARKET	3 820	18.36		18.36
14921	2/28/10	OZARKS COCA COLA	3 820	807.10		807.10
14922	2/28/10	OZARK POWER CENTER, INC.	3 965	280.23		280.23
14923	2/28/10	PLAY IT AGAIN SPORTS	3 936	1,584.00		1,584.00
14924	2/28/10	SAM'S CLUB	3 820 3 820 3 935	233.52 45.18 56.38		335.08
14925	2/28/10	SPRINGFIELD DOOR CONTROLS	3 900	316.00		316.00
14926	2/28/10	SCHENDEL PEST SERVICES	3 876	50.00		50.00
14927	2/28/10	UNIFIRST	3 935	191.50		191.50
14928	2/28/10	US BANK	3 810	174.83		174.83
14929	2/28/10	VERIZON	3 940	153.25		153.25
14930	2/28/10	VSP	3 860	66.14		66.14

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City Of Willard
Disbursements Journal
February 28, 2010

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
14931	2/28/10	WCA WASTE CORP	3 140 3 959	206.19 102.51		308.70
16751	2/28/10	COX HEALTH CENTER	1 680	25.00		25.00
16752	2/28/10	SANDERS CHIROPRACTIC	1 680	25.00		25.00
16753	2/28/10	KAREN S. ROBSON	1 945	174.00		174.00
16754	2/28/10	VOID	1 690 1 885	494.28	.00	494.28
16755	2/28/10	KAREN S ROBSON	1 945	65.00		65.00
16756	2/28/10	MR COPPERFIELDS	1 680	6.00		6.00
16757	2/28/10	DOUBLE J SERVICES, LLC	1 680	10.00		10.00
16758	2/28/10	TWO LADIES & A JUNK STORE	1 680	10.00		10.00
16759	2/28/10	ENVIROSTRUCTURES	1 680	10.00		10.00
16760	2/28/10	NORTHBROOKE APT	1 680	10.00		10.00
16761	2/28/10	GREENE LAW FIRM	1 680	50.00		50.00
16762	2/28/10	A T & T	1 140 1 150 1 940 1 5940	60.00 85.24 226.01 101.60		472.85

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
16763	2/28/10	R & R BODY SHOP	1 1900	9,636.00		9,636.00
16764	2/28/10	CASEY BROADWAY	1 1945	236.45		236.45
16765	2/28/10	VOID	1 955		.00	.00
16766	2/28/10	MISSOURI GAS ENERGY	1 140 1 150 1 958 1 2959	22.24 965.43 262.73 444.07		1,694.47
16767	2/28/10	A T & T	1 140 1 150 1 940 1 1940 1 2959	715.06 558.91 379.01 429.92 75.17		2,158.07
16768	2/28/10	DELTA DENTAL	1 140 1 150 1 860 1 1860 1 2860 1 4860	462.64 176.47 146.45 491.70 87.28 29.41		1,393.95
16769	2/28/10	GFOA	1 945	90.00		90.00
25802	2/28/10	ALLIED WASTE SERVICES	1 2935	540.14		540.14
25803	2/28/10	AIRE-MASTER	1 935	86.55		86.55
25804	2/28/10	BLAKE'S TWO WAY	1 1808	25.00		25.00
25805	2/28/10	BAIRD, LIGHTNER, MILLSAP, & HA	1 875	1,740.00		

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
25806	2/28/10	BULL'S TROPHY HOUSE	1 1930	142.20		1,740.00
25807	2/28/10	BUS ANDREWS TRUCK EQUIPMENT	1 2965	178.97		142.20
25808	2/28/10	CITY OF WILLARD	1 1959	12.00		178.97
25809	2/28/10	CITY OF SPRINGFIELD	1 1876	65.00		12.00
25810	2/28/10	COMMERCE BANK	1 876 1 885 1 900 1 935 1 945	128.23 875.25 38.33 108.07 1,185.05		65.00
25811	2/28/10	CONCO QUARRIES, INC.	1 2935	677.66		2,334.93
25812	2/28/10	CONOCO, INC.	1 1960	2,020.55		677.66
25813	2/28/10	DAYSTAR DISTRIBUTING	1 1808	170.80		2,020.55
25814	2/28/10	DELTA DENTAL	1 860 1 1860 1 2860 1 4860	230.54 462.29 116.46 29.41		170.80
25815	2/28/10	DIVISION OF UNEMPLOYMENT	1 4825	921.00		838.70
25816	2/28/10	DIAMOND INTERNATIONAL	1 2965	898.64		921.00
25817	2/28/10	EMPIRE ELECTRIC	1 955 1 1955	331.01 222.89		898.64

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
25818	2/28/10	GFOA	1 2930 1 2955	4,149.81 231.31		4,935.02
25819	2/28/10	HILLYARD JANITORIAL SUPPLY	1 840	160.00		160.00
25820	2/28/10	IKARD & BROWN LAW OFFICES	1 1935	48.55		48.55
25821	2/28/10	ITX LLC	1 1875	687.50		687.50
25822	2/28/10	KEE WES EQUIPMENT CO.	1 900 1 1900 1 2900 1 4900	645.71 645.71 645.71 645.71		2,582.84
25823	2/28/10	KERANS CONSTRUCTION	1 935 1 1935 1 2935	82.92 31.57 27.64		142.13
25824	2/28/10	KZ DESIGN & DETAILING LLC	1 4880	53,932.50		53,932.50
25825	2/28/10	KRISTOFFER BAREFIELD	1 825 1 4825	330.00 157.50		487.50
25826	2/28/10	MEDIACOM	1 1875	1,365.00		1,365.00
25827	2/28/10	MISSOURI LAGERS	1 876	10.00		10.00
25828	2/28/10	MISSOURI STATE HWY PATROL	1 910 1 1910 1 2910 1 4910	1,064.07 2,638.52 376.71 345.36		4,424.66

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
25829	2/28/10	MID-STATES ORGANIZED CRIME	1 1840	100.00		660.00
25830	2/28/10	MELTON PROPANE, INC.	1 958 1 1958 1 1958	176.70 618.86 423.05		100.00
25831	2/28/10	MURFIN'S MARKET	1 1935	20.98		1,218.61
25832	2/28/10	NW MEDIA	1 800	663.00		20.98
25833	2/28/10	OLSSON ASSC	1 4876	1,778.12		663.00
25834	2/28/10	O'REILLY'S AUTO PARTS	1 1935 1 2935	8.57 7.99		1,778.12
25835	2/28/10	OZARKS COCA COLA	1 935	171.30		16.56
25836	2/28/10	POCKET PRESS, INC.	1 1876	92.90		171.30
25837	2/28/10	POTTER EQUIPMENT CO., INC.	1 2965	68.37		92.90
25838	2/28/10	PRE-PAID LEGAL SERVICES, INC.	1 1876	53.85		68.37
25839	2/28/10	PURCHASE POWER	1 885	200.00		53.85
25840	2/28/10	RACE BROS	1 2935 1 2965	62.38 10.95		200.00
25841	2/28/10	RADIOPHONE ENGINEERING INC.	1 1900	414.15		73.33
						414.15

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
25842	2/28/10	REX SMITH OIL CO.	1 2960	863.46		863.46
25843	2/28/10	SPRINGFIELD OFFICE SUPPLY	1 885 1 1885	84.61 24.51		109.12
25844	2/28/10	SCHENDEL PEST SERVICES	1 876 1 1876	50.00 50.00		100.00
25845	2/28/10	SAWYER TIRE INC.	1 1965	55.19		55.19
25846	2/28/10	ST JOHN'S HOSPITAL	1 5935	21.00		21.00
25847	2/28/10	TOSHIBA AMERICA	1 876	19.49		19.49
25848	2/28/10	TRUCK PARTS & SUPPLY CO., INC.	1 2965	13.36		13.36
25849	2/28/10	UNIFIRST	1 935 1 1935 1 4935	42.75 115.00 51.95		209.70
25850	2/28/10	US BANK	1 810 1 1810	174.82 174.82		349.64
25851	2/28/10	VERIZON	1 1940 1 4940	316.20 61.69		377.89
25852	2/28/10	VSP	1 860 1 1860 1 2860 1 4860 1 5860	74.01 182.67 40.94 11.81 11.81		321.24

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount	NET
25853	2/28/10	WCA WASTE CORP	1 1959 1 2959	18.02 21.77		39.79
25854	2/28/10	WILLARD FAST LUBE	1 1965	65.95		65.95
25855	2/28/10	WILLARD CHAMBER OF COMMERCE	1 840	20.00		20.00
25856	2/28/10	WRIGHT EXPRESS	1 1960	756.03		756.03
25857	2/28/10	HILLYARD SUPPLY	1 1935	48.55		48.55
7397	2/28/10	ABEL OLMSTEAD	2 370		-.40	-.40
	2/28/10	Contra Entry	1 100		- 104,890.49	.00
	2/28/10	Contra Entry	1 125		-9,027.62	.00
	2/28/10	Contra Entry	2 100		- 103,899.78	.00
	2/28/10	Contra Entry	3 100		-23,375.19	.00
Journal Totals				241,648.11	- 241,648.11	

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount
C/R 1	2/28/10		1 740		-5,211.81
C/R 2	2/28/10		1 720		-24,996.58
C/R 3	2/28/10		1 650		-7,356.79
C/R 4	2/28/10		1 630		-17,422.14
C/R 5	2/28/10		1 620		-26,725.13
C/R 6	2/28/10		1 700		-9,803.60
C/R 7	2/28/10		1 731		-8,175.93
C/R 8	2/28/10		1 730		-20,736.65
C/R 9	2/28/10		1 640		- .10
C/R 10	2/28/10		1 710		-5,807.00
C/R 11	2/28/10		1 610		-3,568.82
C/R 12	2/28/10		1 660		-6,670.80
C/R 13	2/28/10		1 680		- 256.00
C/R 14	2/28/10		1 690		-3,227.96
C/R 15	2/28/10		1 380		-3,125.90
C/R 16	2/28/10		1 695		- 880.00
C/R 17	2/28/10		1 370		-10,860.00
C/R 20	2/28/10		2 705		-1,481.91
C/R 21	2/28/10		2 775		-3,986.22
C/R 22	2/28/10		2 780		-52,625.45
C/R 23	2/28/10		2 370		-1,261.26
C/R 24	2/28/10		2 1735		-61,494.26

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Reference Number	Date	Transaction Description	Account	Debit Amount	Credit Amount
c/r 25	2/28/10		2 1705		-2,008.28
c/r 26	2/28/10		2 385		-1,388.87
c/r 27	2/28/10		2 390		-1,975.00
c/r 28	2/28/10		2 760		-10,396.12
c/r 29	2/28/10		2 420		-27.00
c/r 30	2/28/10		3 625		-1,722.56
c/r 31	2/28/10		3 725		-23,650.00
c/r 32	2/28/10		3 723		-3,435.00
c/r 33	2/28/10		3 598		-12,101.50
c/r 34	2/28/10		3 360		-1,979.00
c/r 35	2/28/10		3 595		- 215.00
c/r 36	2/28/10		3 755		-14,500.25
c/r 26a	2/28/10		2 380		-23.70
C/R COURT	2/28/10		1 125		- .58
c/r court	2/28/10		1 740		-8,294.12
	2/28/10	Contra Entry	1 100	154,825.21	
	2/28/10	Contra Entry	1 125	8,294.70	
	2/28/10	Contra Entry	2 100	136,668.07	
	2/28/10	Contra Entry	3 100	57,603.31	
Journal Totals				357,391.29	- 357,391.29

GENERAL FUND SALES TAX RECEIPT SUMMARY

	2007			2008			2009			2010		
	Cap Imp	Use	City	Cap Imp	Use	City	Cap Imp	Use	City	Cap Imp	Use	City
January	13314.37	2,319.94	28,436.03	\$18,099.61	\$3,959.53	\$43,206.84	\$13,720.33	\$3,566.69	\$31,148.31	\$13,631.13	\$2,958.92	\$29,324.69
February	6938.34	3,045.78	14,779.36	\$7,687.07	\$3,732.71	\$17,323.08	\$5,517.73	\$3,417.03	\$10,926.62	\$8,175.93	\$2,251.81	\$18,484.84
March	19048.37	2,771.02	40,779.90	\$14,851.99	\$2,463.86	\$33,326.70	\$17,574.55	\$2,040.32	\$43,469.47	\$14,456.14	\$1,534.82	\$34,012.04
April	16123.26	7,119.51	36,412.92	\$11,844.07	\$1,622.00	\$24,171.99	\$11,012.84	\$3,640.83	\$25,702.25			
May	9764.44	2,075.32	19,531.98	\$5,507.17	\$2,909.69	\$13,800.28	\$5,905.42	\$2,331.50	\$13,678.60			
June	23823.16	4,042.58	53,161.24	\$21,586.57	\$1,967.49	\$45,646.22	\$20,608.22	\$2,340.43	\$45,848.66			
July	19059.77	2,589.50	40,174.18	\$14,873.22	\$3,339.37	\$33,043.57	\$14,278.55	\$3,637.47	\$30,413.34			
August	5118.87	1,762.50	11,632.52	\$6,842.66	\$2,078.76	\$15,144.40	\$7,019.60	\$3,135.02	\$14,482.19			
September	23277.74	3,780.61	51,151.20	23,467.34	3,786.16	51457.61	23,020.03	5,648.83	51789.12			
October	15,062.28	2,255.06	33,257.90	15,627.75	2,450.22	33,526.12	11,152.94	3,310.54	25,111.37			
November	6,053.08	3,165.03	13,688.01	8,287.61	2,356.63	18,717.93	6,402.89	2,877.63	13,945.05			
December	19,983.49	3,719.70	43,302.93	19,764.18	1,655.98	41,431.72	18,059.72	2,349.08	39,481.21			
Totals	177,567.17	38,646.55	386,308.17	\$168,439.24	\$32,322.40	\$370,796.46	\$154,272.82	\$38,295.37	\$345,996.19			
	602,521.89			571,558.10			\$538,564.38					

Down 6% for year

PARK FUND SALES TAX RECEIPT SUMMARY

	2008			2009			2010		
	County	Use	Park	County	Use	Park	County	Use	Park
January		541.00	12,086.05	\$19,638.43	\$1,188.90	\$15,574.21	\$18,427.30	\$986.31	\$14,662.07
February	17638.29	1,244.24	8,661.80	\$18,873.64	\$1,142.08	\$5,524.96	\$14,407.68	\$1,125.90	\$9,242.32
March	16004.26	1,320.07	21,603.48	\$13,864.84	\$680.11	\$21,734.47		\$767.41	\$17,006.04
April	22418.09	821.29	16,663.34	\$20,838.18	\$1,213.61	\$12,850.83			
May	19006.86	969.90	6,900.07	\$17,790.46	\$777.17	\$6,839.25			
June	11641.28	655.83	22,823.24	\$11,889.01	\$780.14	\$22,924.24			
July	20442.49	1,113.12	16,521.94	\$21,041.87	\$1,212.49	\$15,206.56			
August	22879.77	692.92	7,572.21	\$17,500.78	\$1,045.01	\$7,241.05			
September		1,262.05	25,728.65	12,555.69	1,882.94	25,894.49			
October	37,579.70	816.74	16,763.10	22,129.01	1,103.51	12,555.50			
November	19,023.11	785.54	9,359.14	16,557.73	959.21	6,972.41			
December	12,164.63	551.99	20,715.89	12,441.15	783.02	19,740.58			
Totals	198,798.48	10,774.69	185,398.91	\$205,120.79	\$12,768.19	\$173,058.55			
		394,972.08			390,947.53				

CITY OF WILLARD SEWER SYSTEM 2010

	Income	Operating Expense	Balance	Sewer Sales	Treatment Charge	Balance
January	\$69,556.08	\$48,597.37	\$20,958.71	\$63,583.33	\$19,347.72	\$44,235.61
February	\$64,868.72	\$31,734.38	\$33,134.34	\$62,799.61	\$18,500.00	\$44,299.61
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						

City of Willard Waterworks 2010

Month	Income	Operating Expenses	Balance	Gallons Pumped	Gallons Metered	Number of Meters	Shortage	% Shortage
January	\$68,000.65	\$38,576.98	\$29,423.67	23,148	17201	3032	5,947	26%
February	\$69,631.30	\$51,772.90	\$17,858.40	21,445	17202	3032	4,243	20%
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

CITY OF WILLARD COMBINED UTILITIES 2010

	Income	Operating Expenses	Balance	Debt	Gain	Coverage Factor
January	\$137,556.73	\$87,174.35	\$50,382.38	21,100.00	\$29,282.38	1.72%
February	\$134,500.02	\$80,331.75	\$54,168.27	21,100.00	\$33,068.27	1.64%
March	\$272,056.75	\$167,506.10	\$104,550.65	42,200.00	\$62,350.65	1.68%
April						
May						
June						
July						
August						
September						
October						
November						
December						

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM # 7
T-MOBILE AGREEMENT ORDINANCE**

ACTION REQUESTED-APPROVE 2ND READING

Attached to this ordinance is the lease agreement and supporting documents for the T-Mobile Tower lease at the Willard Sports and Recreation Complex.

This is the 2nd reading of the ordinance and agreement.

The 1st reading was approved at the regular Board meeting on March 8th, 2010.

AN ORDINANCE

AN ORDINANCE ACCEPTING THE SITE LEASE WITH T-MOBILE CENTRAL LLC AND SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT WITH T-MOBILE CENTRAL LLC AND COMMERCE BANK, N.A..

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

Section 1: The Site Lease With Option, including Memorandum of Lease, and Addendum to Site Lease With Option with T-Mobile Central LLC, attached hereto as Exhibit 1, is hereby accepted, ratified and approved.

Section 2: The Subordination, Non-Disturbance and Attornment Agreement with T-Mobile Central LLC and Commerce Bank, N.A., attached hereto as Exhibit 2, is hereby accepted, ratified and approved.

Section 3: The Mayor of the City is hereby authorized and directed to execute on behalf of the City the Site Lease With Option, including Memorandum of Lease, Addendum to Site Lease With Option the Agreement, and Subordination, Non-Disturbance and Attornment Agreement.

Section 4: The City does hereby further ratify and approve the authority for the appropriate officer of the City to execute the Agreements.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 22ND DAY OF MARCH, 2010.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

RICHARD SIMPSON

DOUG JOHNSON

BILL NO. 10-04

ORDINANCE NO. 100322

YES

NO

PAT LLOYD

PAUL HOOD

LOUIE AMODEO

BRYAN VINCENT

APPROVED BY:

JAMIE SCHOOLCRAFT, MAYOR

ATTEST:

DALE DUVALL, CITY CLERK

EXHIBIT 1

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between the City of Willard, Missouri, a Missouri municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of five hundred and no/100 dollars (\$500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of five hundred and no/100 dollars (\$500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at Z Hwy, Willard, Greene County, Missouri 65781, comprises approximately 900 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, nine hundred eighty five and no/100 dollars (\$985.00) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to one hundred two percent (102%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the

right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. **Default and Right to Cure.** Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. **Taxes.** Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. **Insurance and Subrogation and Indemnification.**

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. **Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:

Attn: Legal Dept.

And with a copy to:

T-Mobile Central LLC
12980 Foster #200
Overland Park, KS 66213
Attn: Lease Administration Manager

With a copy to:

Attn: Legal Dept.

If to Landlord, to:

City of Willard, MO
224 W. Jackson
Willard, MO 65781

Send Rent payments to:

City of Willard, MO
224 W. Jackson
Willard, MO 65781

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

LANDLORD: City of Willard, MO

By: _____
Printed Name: Jamie Schoolcraft
Title: Mayor
Date: _____

TENANT: T-Mobile Central LLC

By: _____
Printed Name: Hossein Sepehr
Title: Area Director, Engineering and Operations
Date: _____

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

PROPERTY DESCRIPTION: Proposed Lease Area and Access/Utility Easement

A 30 foot by 30 foot Lease Area and an Access/Utility Easement with varying widths, situated in the East Half of the Northwest Quarter of Section 23, Township 30 North, Range 23 West, in Greene County, Missouri, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (Fnd. Railroad Spike); thence South 02°15'13" West, a distance of 2848.68 feet to the Center Quarter Corner of said Section 23 (Fnd. 1/2" Iron Bar); thence North 43°02'34" West, a distance of 783.42 feet to the POINT OF BEGINNING of said Lease Area; thence North 90°00'00" West, a distance of 30.00 feet; thence North 00°00'00" East, a distance of 30.00 feet; thence North 90°00'00" East, a distance of 30.00 feet; thence South 00°00'00" East, a distance of 30.00 feet to the POINT OF BEGINNING. Containing 900 square feet.

AND an Access/Utility Easement with varying widths on each side of the following described centerline:

COMMENCING at the North Quarter Corner of said Section 23 (Fnd. Railroad Spike); thence South 02°15'13" West, a distance of 2848.68 feet to the Center Quarter Corner of said Section 23 (Fnd. 1/2" Iron Bar); thence North 40°33'23" West, a distance of 43.86 feet to a point on the West Right of Way line of State Highway Z and the POINT OF BEGINNING of said centerline and lying 10.00 feet on each side of the following described courses; thence North 88°13'11" West, a distance of 732.90 feet; thence North 00°12'18" East, a distance of 506.97 feet; thence North 90°00'00" East, a distance of 178.58 feet to a point hereinafter referred to as Point "A"; thence continuing North 90°00'00" East, a distance of 42.00 feet to the POINT OF TERMINATION; thence BEGINNING at aforementioned Point "A" and lying 12.00 feet on each side of the following described centerline; thence North 00°00'00" East, a distance of 58.00 feet to the POINT OF TERMINATION.

Exhibit B

PROPERTY DESCRIPTION: Parent Parcel as Provided

TRACT I:

ALL OF THE SOUTH THREE HUNDRED SIXTY-THREE (363) FEET OF THE NORTH TWO THOUSAND TWO HUNDRED NINETY-THREE (2293) FEET OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP THIRTY (30) NORTH, RANGE TWENTY-THREE (23) WEST; EXCEPT STATE ROUTE Z RIGHT-OF-WAY ALONG THE EAST SIDE THEREOF, EXCEPT ANY PART TAKEN OR USED FOR ROADS, ALL IN GREENE COUNTY, MISSOURI.

TRACT II:

ALL OF THE SOUTH THREE HUNDRED FIFTY-FIVE (355) FEET OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP THIRTY (30) NORTH, RANGE TWENTY-THREE (23) WEST; EXCEPT STATE ROUTE Z RIGHT-OF-WAY ALONG THE EAST SIDE THEREOF, EXCEPT ANY PART TAKEN OR USED FOR ROADS, ALL IN GREENE COUNTY, MISSOURI.

PROPERTY DESCRIPTION: Proposed Lease Area and Access/Utility Easement

A 30 foot by 30 foot Lease Area and an Access/Utility Easement with varying widths, situated in the East Half of the Northwest Quarter of Section 23, Township 30 North, Range 23 West, in Greene County, Missouri, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (Find. Railroad Spike); thence South 02°15'13" West, a distance of 2648.68 feet to the Center Quarter Corner of said Section 23 (Find. ½" Iron Bar); thence North 43°02'54" West, a distance of 783.42 feet to the POINT OF BEGINNING of said Lease Area; thence North 90°00'00" West, a distance of 30.00 feet; thence North 00°00'00" East, a distance of 30.00 feet; thence North 90°00'00" East, a distance of 30.00 feet; thence South 00°00'00" East, a distance of 30.00 feet to the POINT OF BEGINNING. Containing 900 square feet.

AND an Access/Utility Easement with varying widths on each side of the following described centerline:

COMMENCING at the North Quarter Corner of said Section 23 (Find. Railroad Spike); thence South 02°15'13" West, a distance of 2648.68 feet to the Center Quarter Corner of said Section 23 (Find. ½" Iron Bar); thence North 43°02'54" West, a distance of 43.88 feet to a point on the West Right of Way line of State Highway Z and the POINT OF BEGINNING of said centerline and lying 10.00 feet on each side of the following described course; thence North 88°13'11" West, a distance of 732.90 feet; thence North 00°12'18" East, a distance of 506.97 feet; thence North 90°00'00" East, a distance of 178.58 feet to a point hereinafter referred to as Point "A"; thence continuing North 90°00'00" East, a distance of 42.00 feet to the POINT OF TERMINATION; thence BEGINNING at aforementioned Point "A" and lying 12.00 feet on each side of the following described centerline; thence North 00°00'00" East, a distance of 58.00 feet to the POINT OF TERMINATION.

EXHIBIT C

**Memorandum
of
Lease**

MEMORANDUM OF LEASE

Assessor's Parcel Number: 880723200009

Between the City of Willard, Missouri ("Landlord") and T-Mobile Central LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between the City of Willard, Missouri, a Missouri municipal corporation ("Landlord") and T-Mobile Central LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for five (5) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: City of Willard, MO

By: _____
Printed Name: Jamie Schoolcraft
Title: Mavor
Date: _____

TENANT: T-Mobile Central LLC

By: _____
Printed Name: Hossein Sepehr
Title: Area Director, Engineering and Operations
Date: _____

[Notary block for Landlord]

STATE OF MISSOURI

)

) ss.

COUNTY OF GREENE

)

This instrument was acknowledged before me on _____ by Jamie Schoolcraft, Mayor of the City of Willard, Missouri, a Missouri municipal corporation, on behalf of said City of Willard, Missouri.

Dated: _____



(Use this space for notary stamp/seal)

Notary Public

Print Name

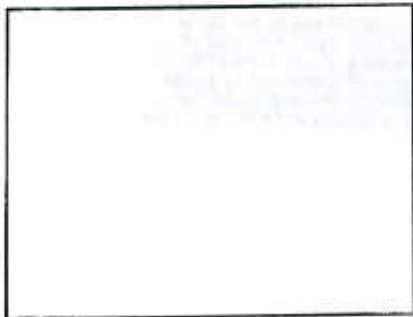
My commission expires

[Notary block for Tenant]

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director, Engineering and Operations of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



Notary Public
Print Name _____
My commission expires _____

(Use this space for notary stamp/seal)

**Memorandum of Lease Exhibit A
Legal Description**

The Property is legally described as follows:

PROPERTY DESCRIPTION: Proposed Lease Area and Access/Utility Easement

A 30 foot by 30 foot Lease Area and an Access/Utility Easement with varying widths, situated in the East Half of the Northwest Quarter of Section 23, Township 30 North, Range 23 West, in Greene County, Missouri, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (Find. Railroad Spike); thence South 02°15'13" West, a distance of 2545.65 feet to the Center Quarter Corner of said Section 23 (Find. 1/2" Iron Bar); thence North 43°02'54" West, a distance of 763.42 feet to the **POINT OF BEGINNING** of said Lease Area; thence North 90°00'00" West, a distance of 30.00 feet; thence North 00°00'00" East, a distance of 30.00 feet; thence North 90°00'00" East, a distance of 30.00 feet; thence South 00°00'00" East, a distance of 30.00 feet to the **POINT OF BEGINNING**. Containing 900 square feet.

AND an Access/Utility Easement with varying widths on each side of the following described centerline:

COMMENCING at the North Quarter Corner of said Section 23 (Find. Railroad Spike); thence South 02°15'13" West, a distance of 2545.65 feet to the Center Quarter Corner of said Section 23 (Find. 1/2" Iron Bar); thence North 40°53'23" West, a distance of 43.66 feet to a point on the West Right of Way line of State Highway 2 and the **POINT OF BEGINNING** of said centerline and lying 10.00 feet on each side of the following described courses: thence North 65°13'11" West, a distance of 732.90 feet; thence North 00°12'16" East, a distance of 506.97 feet; thence North 90°00'00" East, a distance of 179.55 feet to a point hereinafter referred to as Point "A"; thence continuing North 90°00'00" East, a distance of 42.00 feet to the **POINT OF TERMINATION**; thence **BEGINNING** at aforementioned Point "A" and lying 12.00 feet on each side of the following described centerline; thence North 00°00'00" East, a distance of 58.00 feet to the **POINT OF TERMINATION**.

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Section 4(b) is deleted in its entirety and replaced with the following:

"(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted annually on each anniversary of the Commencement Date to an amount equal to one hundred two percent (102%) of the monthly Rent in effect immediately prior to the adjustment date."

The following sentence is hereby added at the end of Section 6:

"Tenant will not use the premises in any way that will interfere with the quality of Landlord's police, fire, ambulance, public works or other emergency communication broadcast systems."

The last sentence of Section 7(n) is deleted in its entirety and replaced with the following:

"Tenant may remove the Antenna Facilities or any portion thereof at any time during the term of the Lease, and in accordance with Section 7(c), below, Tenant shall remove the Antenna Facilities from the Premises within sixty (60) days of the expiration or termination of this Lease."

Section 7(g) is hereby deleted in its entirety.

Section 15 is hereby deleted and replaced with;

"15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein with Landlord's written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may assign or transfer the Lease and Easements without Landlord's consent to any parent, affiliate or subsidiary of Tenant, any party that merges or consolidates with Tenant or its parent, or any party that purchases or otherwise acquires all or substantially all of Tenant's ownership interest or assets. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may only sublease space on its tower, and in such event any other user of the tower must (i) enter into a separate ground lease with Landlord and Landlord will retain all ground rents, and (ii) enter into a separate tower lease with Tenant and Tenant will retain all tower rents."

LANDLORD: City of Willard, Missouri

By: _____
Printed Name: Jamie Schoolcraft
Title: Mayor
Date: _____

TENANT: T-Mobile Central LLC

By: _____
Printed Name: Hossein Sepehr
Title: Area Director, Engineering and Operations
Date: _____

EXHIBIT 2

After Recording, Mail To:

T-Mobile Central LLC
12980 Foster, Suite 200
Overland Park, KS 66213
Attn: Lease Administrator

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement is made this ____ day of _____, 2010, between Commerce Bank, N.A., a national banking association (acting in capacity as "Trustee"), with offices at 922 Walnut Street, 10th Floor, Kansas City, Missouri 64106 ("**Lender**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**").

Recitals

- A. City of Willard, Missouri, a Missouri municipality ("**Landlord**"), is the owner of the real property ("**Property**") legally described on Exhibit A, which is attached hereto and incorporated herein by this reference.
- B. Tenant is the occupant of a portion of the Property (the "**Premises**") under a Site Lease with Option ("**Lease**") with Landlord dated _____, 20____.
- C. Lender has made a loan ("**Loan**") to Landlord, secured by, among other things, the rights and interests created pursuant to the instruments (collectively, the "Mortgage") described on Exhibit B, which is attached hereto and incorporated herein by this reference. The Mortgage includes an assignment to Lender of all right, title, and interest of Landlord under the Lease.
- D. Lender's agreement to make the Loan is conditioned on Tenant's subordination of the Lease to the Mortgage, and Tenant's agreement to attorn to Lender if Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure. Tenant is willing to do so in consideration of Lender's agreement not to disturb Tenant's possession of the Premises under the Lease, and to recognize the Lease and Tenant's rights thereunder, all as provided herein.

Agreement

NOW, THEREFORE, Lender and Tenant agree as provided below.

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, and subject to paragraph 2 below, Tenant hereby subordinates the Lease and the leasehold estate created thereby, and all of its rights thereunder to the lien of the Mortgage, including any and all renewals, modifications and extensions thereof.

2. **Nondisturbance.** Lender agrees that Tenant's possession of the Premises shall not be disturbed by Lender during the term of the Lease, and Lender shall not join Tenant in any action or proceeding for the purpose of terminating the Lease, except in connection with the occurrence of a default by Tenant under the Lease and the continuance of such default beyond any cure period given to Tenant under the Lease.

3. **Attornment.** If Lender obtains possession of the Premises by foreclosure or deed in lieu of foreclosure, Lender will not join Tenant in summary or foreclosure proceedings and the Lease shall continue in full force and effect and Lender shall recognize Tenant and its rights thereunder and will thereby establish direct privity of estate and contract between Lender and Tenant with the same force and effect as though the Lease were made directly between Lender and Tenant. In such event, Tenant shall attorn to Lender and recognize Lender as the landlord under the Lease for the unexpired term of the Lease. Lender's obligations under the Lease after obtaining possession of the Premises by foreclosure or deed in lieu of foreclosure shall terminate upon Lender's subsequent transfer of its interest in the Lease and Premises.

4. **Covenants of Tenant.** Tenant covenants and agrees with Lender as follows:

(a) Tenant shall pay to Lender all rent and other payments otherwise payable to Landlord under the Lease upon written demand from Lender. The consent and approval of Landlord to this Agreement shall constitute an express authorization for Tenant to make such payments to Lender, a release and discharge of all liability of Tenant to Landlord for any such payments made to Lender, and Landlord agrees that Tenant will not be deemed in default of the Lease by reason of its compliance with such notice.

(b) Tenant shall promptly deliver written notice to Lender of any default by Landlord under the Lease and agrees to recognize any cure by Lender as a cure by Landlord.

5. **Effect of Assignment.** Notwithstanding that Landlord has made a present assignment of all of its rights under the Lease to Lender, Lender shall not be liable for any of the obligations of Landlord to Tenant under the Lease until Lender has obtained possession of the Premises by foreclosure or deed in lieu of foreclosure, and then only to the extent provided in Section 3.

6. **Notices.** All notices to be given under this Agreement shall be in writing and personally delivered, or by overnight courier service, or mailed, postage prepaid, certified or registered mail, return receipt requested, to Lender and Tenant at the respective addresses indicated below. All notices which are mailed shall be deemed given three (3) days after the postmark thereof. Either party may change their address by delivery of written notice to the other party.

7. **Miscellaneous.** This Agreement may not be modified except in writing and executed by the parties hereto or their successors in interest. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. As used herein, "**Landlord**" shall include Landlord's predecessors and successors in

interest under the Lease, and "**Lender**" shall include any purchaser of the Premises at any foreclosure sale. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, such provision shall be considered severed from the rest of this Agreement and the remaining provisions shall continue in full force and effect as if such provision had not been included. This Agreement shall be construed in accordance with and governed by the laws of the state where the Property is located.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day and year first above written.

Lender's Address:

Commerce Bank, N.A.

Commerce Bank, N.A.
922 Walnut St., 10th Floor
Kansas City, MO 64106
Attn: _____

By: _____
Name: _____
Its: _____
Date: _____

STATE OF MISSOURI

)

) SS

COUNTY OF JACKSON

)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and s/he acknowledged that s/he signed the above and foregoing instrument, on oath stated that s/he was authorized to execute the instrument and acknowledged it as the _____ of Commerce Bank, N.A., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: _____

Tenant's Address:

T-Mobile Central LLC
12980 Foster, Suite 200
Overland Park, KS 66213
Attn: Lease Administrator

T-Mobile Central LLC, a Delaware
limited liability company

By: _____
Name: Hossein Sepehr
Its: Area Director, Engineering and
Operations
Date: _____

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

I certify that I know or have satisfactory evidence that Hossein Sepehr is the person who appeared before me, and he acknowledged that he signed the above and foregoing instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director, Engineering and Operations, of T-Mobile Central LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: _____

The undersigned Landlord hereby consents and agrees to the foregoing Subordination, Nondisturbance and Attornment Agreement.

City of Willard, Missouri, a Missouri municipality

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

STATE OF MISSOURI)
) SS
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and s/he or they acknowledged that s/he or they signed the above and foregoing instrument, on oath stated that s/he or they was or were authorized to execute the instrument and acknowledged it as the _____ and _____, respectively, of the City of Willard, Missouri, to be her/his/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature of Notary Public)

(Print Name of Notary Public)

My Commission Expires: _____

EXHIBIT A
Legal Description

The Property is legally described as follows:

TRACT I: ALL OF THE SOUTH THREE HUNDRED SIXTY-THREE (363) FEET OF THE NORTH TWO THOUSAND TWO HUNDRED NINETY-THREE (2293) FEET OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP THIRTY (30) NORTH, RANGE TWENTY-THREE (23) WEST; EXCEPT STATE ROUTE Z RIGHT-OF-WAY ALONG THE EAST SIDE THEREOF, EXCEPT THAT PART TAKEN OR USED FOR ROADS.

TRACT II: ALL OF THE SOUTH THREE HUNDRED FIFTY-FIVE (355) FEET OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-THREE (23), TOWNSHIP THIRTY (30) NORTH, RANGE TWENTY-THREE (23) WEST; EXCEPT STATE ROUTE Z RIGHT-OF-WAY ALONG THE EAST SIDE THEREOF, EXCEPT THAT PART TAKEN OR USED FOR ROADS.

Exhibit B

PROPERTY DESCRIPTION: Parent Parcel as Provided

TRACT I:

ALL OF THE SOUTH THREE HUNDRED SIXTY-THREE (363) FEET OF THE NORTH TWO THOUSAND TWO HUNDRED NINETY-THREE (2293) FEET OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP THIRTY (30) NORTH, RANGE TWENTY-THREE (23) WEST; EXCEPT STATE ROUTE Z RIGHT-OF-WAY ALONG THE EAST SIDE THEREOF, EXCEPT ANY PART TAKEN OR USED FOR ROADS, ALL IN GREENE COUNTY, MISSOURI.

TRACT II:

ALL OF THE SOUTH THREE HUNDRED FIFTY-FIVE (355) FEET OF THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION TWENTY-THREE (23), TOWNSHIP THIRTY (30) NORTH, RANGE TWENTY-THREE (23) WEST; EXCEPT STATE ROUTE Z RIGHT-OF-WAY ALONG THE EAST SIDE THEREOF, EXCEPT ANY PART TAKEN OR USED FOR ROADS, ALL IN GREENE COUNTY, MISSOURI.

PROPERTY DESCRIPTION: Proposed Lease Area and Access/Utility Easement

A 30 foot by 30 foot Lease Area and an Access/Utility Easement with varying widths, situated in the East Half of the Northwest Quarter of Section 23, Township 30 North, Range 23 West, in Greene County, Missouri, more particularly described as follows:

COMMENCING at the North Quarter Corner of said Section 23 (Find Railroad Spike); thence South 02°16'13" West, a distance of 2848.68 feet to the Center Quarter Corner of said Section 23 (Find ½" Iron Bar); thence North 43°02'54" West, a distance of 785.42 feet to the POINT OF BEGINNING of said Lease Area; thence North 89°00'00" West, a distance of 30.00 feet; thence North 00°00'00" East, a distance of 30.00 feet; thence North 90°00'00" East, a distance of 30.00 feet; thence South 00°00'00" East, a distance of 30.00 feet to the POINT OF BEGINNING. Containing 900 square feet.

AND an Access/Utility Easement with varying widths on each side of the following described centerline:

COMMENCING at the North Quarter Corner of said Section 23 (Find Railroad Spike); thence South 02°16'13" West, a distance of 2848.68 feet to the Center Quarter Corner of said Section 23 (Find ½" Iron Bar); thence North 43°02'54" West, a distance of 43.68 feet to a point on the West Right of Way line of State Highway Z and the POINT OF BEGINNING of said centerline and lying 10.00 feet on each side of the following described course; thence North 88°13'11" West, a distance of 732.90 feet; thence North 00°12'18" East, a distance of 506.87 feet; thence North 90°00'00" East, a distance of 178.58 feet to a point hereinafter referred to as Point "A"; thence continuing North 90°00'00" East, a distance of 42.00 feet to the POINT OF TERMINATION; thence BEGINNING at aforementioned Point "A" and lying 12.00 feet on each side of the following described centerline; thence North 00°00'00" East, a distance of 52.00 feet to the POINT OF TERMINATION.

**CITY OF WILLARD
BOARD OF ALDERMEN**



**AGENDA ITEM # 8
APPOINTMENT OF CITY ATTORNEY ORDINANCE**

APPROVAL REQUESTED

This is the ordinance for the recommendation and re-appointment by Mayor Jamie Schoolcraft of Doug Harpool, with the firm of Baird, Lightner, Millsap & Harpool, as Willard's city attorney.

This is the 1st and 2nd reading.

BILL NO. 10-05

ORDINANCE NO. 100322A

AN ORDINANCE

AN ORDINANCE APPOINTING THE CITY ATTORNEY FOR THE CITY OF WILLARD, GREENE COUNTY, MISSOURI FOR AN ADDITIONAL TERM.

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

Section 1: Upon the recommendation and re-appointment by the Mayor of Doug Harpool, with the firm of Baird, Lightner, Millsap & Harpool, as Willard's city attorney, the Board of Aldermen hereby consents to said appointment.

Section 2: This appointment shall be for the regular two year term commencing at the expiration of the current two year term.

READ TWO TIMES AND PASSED AT A MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF WILLARD, MISSOURI ON THE 22 DAY OF March, 2010.

MEMBERS OF THE BOARD OF ALDERMEN:

YES

NO

RICHARD SIMPSON

DOUG JOHNSON

PAT LLOYD

BILL NO. 10-05

ORDINANCE NO. 100322A

MEMBERS OF THE BOARD OF ALDERMEN: YES NO

PAUL HOOD

LOUIE AMODEO

BRYAN VINCENT

APPROVED BY:

JAMIE SCHOOLCRAFT, MAYOR

ATTEST:

DALE DUVAL, CITY CLERK