



City Council Meeting Agenda

January 25, 2016

7:00 p.m.

Mayor: John McTaggart
Councilmember: Chuck Adams Jason Gillam Margaret Shriver
 Craig Crider Chuck Stites

Please stand for the **Pledge of Allegiance**

1. Approve minutes of January 11, 2016
2. Statement of Bills paid \$138,110.39
3. Requests or Comments from the public
(As a courtesy to your fellow citizens, please try to limit your comments to three minutes)
4. Conduct a Public Hearing regarding the proposed exemption from ad valorem taxation for a portion of the premises located at 2647 S. 96th St.
5. Consider Resolution No. 2016-02 making certain finding of facts with respect to a property tax exemption to be granted to INX International Ink. Co.
6. Consider Ordinance No. 956 exempting certain property in the City of Edwardsville from ad valorem taxation for economic development purposes
7. Consider a contract agreement between the City of Edwardsville and Deffenbaugh Industries for solid waste residential disposal services
8. Consider Ordinance No. 957 revising Article A8.000, Utility Related Fees, of Appendix A of the Code of Ordinances
9. Consider authorizing the City Manager to enter into a contract with BHC Rhodes for final design and bidding services for North End Sewer Project.
10. Consider authorizing City Manager to enter into an agreement with KCRPC/HGAC and Fire Maser Fire Equipment for the purchase of new rescue and extrication tools and accessories
11. Consider Mayor McTaggart reappointments to the Planning Commission
12. Consider a motion to recess into Executive Session in accordance with K.S.A. 75-4319(b)(2) regarding consultation with the City Attorney for matters which would be deemed privileged in the attorney-client relationship.
13. Advisory Reports
 - a. City Manager
 - b. Chiefs (Police & Fire)
 - c. Public Works
 - d. City Attorney
14. Council and Mayor Comments
15. Adjournment



CITY COUNCIL MEETING MINUTES

January 11, 2016

7:00 pm

The following council members were present with Mayor John McTaggart presiding:

Jason Gillam Craig Crider
Margaret Shriver Chuck Stites
Chuck Adams

The following staff members were present:

- Michael Webb, City Manager
- Mark Mathies, Police Chief
- Tim Whitham, Fire Chief
- Peter Yazbec, Public Works Director
- Zack Daniel, Assistant to the City Manager/City Clerk
- Michelle Bounds, City Treasurer

APPROVE MINUTES OF DECEMBER 14, 2015

Councilmember Gillam motioned to approve the minutes. Councilmember Stites seconded.

Mayor McTaggart requested a roll call vote. The motion passed 3-0 with two abstentions. Councilmembers Shriver and Crider abstained due to the fact that they were not present at the December 14, 2015 meeting.

STATEMENT OF BILLS PAID \$350,988.24

Councilmember Shriver motioned to approve the statement of bills paid. Councilmember Stites seconded.

Mayor McTaggart requested a roll call vote. The motion passed unanimously.

REQUESTS OR COMMENTS FROM THE PUBLIC

No comments from the public.

CONSIDER RESOLUTION NO. 2016-01 REGARDING DESIGNATION OF THE OFFICIAL CITY NEWSPAPER

Councilmember Shriver abstained from voting on this item due to her familial relationship with the owners of the newspaper recommended by staff.

Due to the closure of the Bonner Springs Chieftain, City Manager Michael Webb stated that state law mandates that cities identify by resolution an official city newspaper. There are two options available that meet the requirements of K.S.A. 12-1651; the Wyandotte Echo and the Wyandotte County Business News. Due to the circulation schedule and cost structure, staff recommends naming the Wyandotte Echo as the official newspaper for legal publications, public hearings, and any other publication mandated by law.



CITY COUNCIL MEETING MINUTES

January 11, 2016

7:00 pm

Councilmember Adams asked staff for clarification on the subscription model and current circulation in Edwardsville. Councilmember Gillam confirmed that staff currently uses its own website to distribute ordinances and resolutions.

Councilmember Gillam motioned to approve Resolution No. 2016-01 naming the Wyandotte Echo as the official newspaper for the City of Edwardsville. Councilmember Crider seconded.

Mayor McTaggart requested a roll call vote. The motion passed 4-0 with one abstention.

CONSIDER CEREAL MALT BEVERAGE LICENSE APPLICATION RENEWAL FOR MY STORE III D/B/A ON-THE-GO LOCATED AT 9134 WOODEND RD.

Assistant to the City Manager/City Clerk Zachary Daniel explained that this item stemmed from the action of the City Council on December 14, 2015 where they extended On-The-Go's CMB license until January 11 in order to resubmit with a completed application. After staff follow-up with the business owner an application was sent in for approval. The owners are aware of public safety requirements outlined by Police and Fire Departments.

Councilmember Stites motioned to approve the CMB application. Councilmember Shriver seconded.

Mayor McTaggart requested roll call vote. The motion passed unanimously.

CONSIDERATIONS FOR BIDS FOR SALE OF REAL PROPERTY AT 213 S. 5TH

City Manager Michael Webb explained that no bids were received for the property that was put out to bid in the last quarter of 2015.

The staff recommended action is to authorize the City Manager to arrange for demolition of the existing structure for a cost not to exceed \$10,000. Councilmember Crider then discussed the possibility of opening up the project for another round of bids with no minimum bid amount.

Councilmember Crider made the motion to open the property for bids from January 18 until February 18 with no minimum price under the condition that either demolition of the existing structure be complete within 90 days or the bidder acquire a building permit within 30 days of being awarded the bid. Councilmember Adams seconded.

Mayor McTaggart requested roll call vote. The motion passed unanimously.

DISCUSSION OF THE ORGANIZED COLLECTION ACT AND ITS EFFECTS ON SOLID WASTE COLLECTION IN THE CITY

City Manager Mr. Webb stated that the proposed contract for solid waste services is currently being reviewed. Mr. Webb also provided an overview of the Organized Service Collection Act and its implications in the City of Edwardsville. He outlined the state prescribed 24-month timeline for amending municipal trash service. Councilmembers suggested developing talking points and/or a survey to provide to existing businesses regarding potential changes to the



CITY COUNCIL MEETING MINUTES

January 11, 2016

7:00 pm

service. Staff will prepare a resolution for City Council review as well as conduct additional research with Deffenbaugh.

ADVISORY REPORTS

CITY MANAGER

City Manager Michael Webb stated that City Hall will be closed Monday, January 18 for MLK Day. He also discussed the K- 32 Tri-City technical advisory meeting taking place January 21st. There will be a public meeting at Edwardsville Community Center on January 27. City Manager had stated that a few local businesses are relocating.

CHIEFS (POLICE & FIRE)

Police Chief Mathies mentioned the decline in number of applicants qualified for open job positions. Chief Mathies also spoke about the year-end report that will be presented at end of February. Fire Chief Whitham stated that the Department is looking forward to next year's charity drive. Additionally, Tony Burr with EMS has been out recently visiting with the community colleges in the area trying to recruit more EMS volunteers.

PUBLIC WORKS

Park Director Mike Martin had stated that soccer registration had begun. Public Works Director Peter Yazbec mentions that his crews had been out working on street signs and improvements to the roads in between snow storms.

COUNCIL AND MAYOR COMMENTS

Councilmember Shriver asked for an update on plans for a garage for City vehicles and property. Mr. Webb stated this is an ongoing item related to facilities planning. She also congratulated public safety for their recent efforts

Councilmember Craig Crider requested staff continue to review upgrades to the PA system, which Mr. Yazbec provided an update.

Councilmember Gillam inquired about the status of the Mars building; Mr. Webb stated work has been completed and the building meets City building codes.

Councilmember Stites asked about the PA system and asked about the update of the 110th and I-70 zoning.

Mayor Mr. McTaggart welcomed staff back from the holiday.

ADJOURNMENT

The meeting was adjourned at 8:38

Zachary Daniel
City Clerk

ITEM #2

**TO: MAYOR & CITY COUNCIL
FROM: MICHELLE BOUNDS, FINANCE MANAGER
DATE: JANUARY 25, 2016
SUBJECT: STATEMENT OF BILLS
EXPENSE AND REVENUE REPORT
CASH BALANCE ALL FUNDS REPORT**

FOR YOUR REVIEW

Statement of Bills, Expense and Revenue Report and Cash Balance All Funds Report

RECOMMENDATION

City Council to approve the Statement of Bills from 01/09/2016 to 01/22/2016 as submitted.

FINANCIAL IMPACT

The total of the Statement of Bills from 01/09/2016 to 01/22/2016 is \$ **138,110.39**.

General Operating/Payroll	\$ 138,110.39
Cash Bond	\$ 0.00
Cemetery Board	\$ 0.00
Electronic Funds Transfer Account (EFT)	\$ 0.00
GO Bond	\$ <u>0.00</u>
Total Bills	\$ 138,110.39

BACKGROUND

Check #149541 represents November jail booking fees for \$3,258.50 and December jail booking fees for \$4,716.25.

**IF YOU HAVE ANY QUESTIONS REGARDING THE STATEMENT OF BILLS, PLEASE
FEEL FREE TO CALL PRIOR TO THE COUNCIL MEETING.**

Check Register Report

EXPENSES THRU 01 22 2015

Date: 01/21/2016

Time: 1:11 pm

Page: 1

City of Edwardsville

BANK: BANK MIDWEST-CHECKING

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST-CHECKING Checks							
149536	01/22/2016	Printed		BL07	BLUE SKY CLEANERS	PD DEC CLOTHING MAINT	363.75
149537	01/22/2016	Printed		DO20	MICHAEL DOLINAR	FINED RESTITUTION 41051	230.00
149538	01/22/2016	Printed		EM02	JOHNNY ON THE SPOT	PARK PORTA POTTIES	330.00
149539	01/22/2016	Printed		JO11	JOURNAL-WORLD	DEC 2015 PUBLISHING	194.80
149540	01/22/2016	Printed		OM05	OMNI BILLING	AMB BILLING SRV DEC 2015	959.13
149541	01/22/2016	Printed		WY09	UNIFIED TREASURER	JAIL BOOKING FEES NOV 2015	7,974.75
149542	01/22/2016	Printed		UN25	UNLEASHED PET RESCUE	ANIMAL CONTROL	120.00
149543	01/22/2016	Printed		KPL0	WESTAR ENERGY	CITY WIDE ELECTRIC SERVICE	5,518.15
149544	01/22/2016	Printed		AP03	APPARATUS SERVICES LLC	BRAKE REPLMT UNIT 620	2,034.76
149545	01/22/2016	Printed		BH01	BHC RHODES CIVIL ENGINEERS	MTGS ON SEWER OPTIONS	1,275.00
149546	01/22/2016	Printed		BH02	BHS TELECOM INC	ACTIVATE NEW PHONE EXT	155.00
149547	01/22/2016	Printed		BO01	BOARD OF PUBLIC UTILITIES	CITY WIDE WATER SERVICE	684.82
149548	01/22/2016	Printed		BO02	BONNER-EDWARDSVILLE CHAMBER	2016 MEMBERSHIP DUES	750.00
149549	01/22/2016	Printed		JI01	JIMS LOCK & SAFE SERVICE INC	PROP BACK DOOR REPAIR	222.50
149550	01/22/2016	Printed		KACM	KANSAS ASSN FOR COURT MANAGEMEN	2016 MEMBERSHIP FEE	100.00
49551	01/22/2016	Printed		KC19	KC METRO INS FRAUD TASK FORCE	KCMIFTF ANNUAL DUES	40.00
49552	01/22/2016	Printed		KI01	KIWANIS CLUB OF EDWARDSVILLE	2016 MEMBERSHIP DUES	100.00
49553	01/22/2016	Printed		MU12	MUNICIPAL CONSULTING LLC	COST BENEFIT ANALYSIS INX	450.00
49554	01/22/2016	Printed		TI01	TINY SIGNS	REMOVE DECALS UNIT 59	180.00
49555	01/22/2016	Printed		UN22	UNION BANK & TRUST COMPANY	LEASE PYMT 2016 PD VEHICLES	21,578.82
Total Checks: 20						Checks Total (excluding void checks):	43,261.48

ANK MIDWEST-CHECKING EFTs

148794	01/22/2016	Reconciled		AE01	JACOB AESCHLIMAN	VOLUNTEER PARAMEDIC	1,200.00
148795	01/22/2016	Reconciled		AL36	THOMAS K ALLEN	VOLUNTEER EMT	574.00
148796	01/22/2016	Reconciled		BE31	STEPHEN BELAIR	EMT VOLUNTEER	55.00
148797	01/22/2016	Reconciled		BR36	R BRITTON BROWN JR	VOLUNTEER PARAMEDIC	120.00
148798	01/22/2016	Reconciled		FE15	HAROLD FEARS	4TH QTR 2015 FIRE RUN	12.50
148799	01/22/2016	Reconciled		FO19	ANTHONY C FORD	VOLUNTEER EMT	669.00
148800	01/22/2016	Reconciled		HA48	JOEL HARDEE	4TH QTR 2015 FIRE RUN	10.00
48801	01/22/2016	Reconciled		LE33	DAVID LEMANSKE	4TH QTR 2015 FIRE RUN	73.50
48802	01/22/2016	Reconciled		LO13	ZACHARY LODDER	VOLUNTEER PARAMEDIC	1,200.00
48803	01/22/2016	Reconciled		MO21	BENJAMIN M MORROW	VOLUNTEER PARAMEDIC	120.00
48804	01/22/2016	Reconciled		PA24	NATHAN PALMER	VOLUNTEER EMT	107.00
48805	01/22/2016	Reconciled		PA26	THOMAS M PASTINE	4TH QTR 2015 FIRE RUN	39.00
48806	01/22/2016	Reconciled		RI15	BRYAN RICE	VOLUNTEER PARAMEDIC	360.00
48807	01/22/2016	Reconciled		RI12	JESSICA RICKERT	VOLUNTEER EMT	550.00
48808	01/22/2016	Reconciled		YO02	BRIAN D YOUNG	VOLUNTEER PARAMEDIC	1,083.00
Total EFTs: 15						EFTs Total (excluding void checks):	6,173.00

Total Payments: 35

Bank Total (excluding void checks): 49,434.48

Total Payments: 35

Grand Total (excluding void checks): 49,434.48

Check Register Report

PAYROLL 01 22 2016

Date: 1/21/2016

Time: 13:12:24

Emp. Code Desc.: 01
City of Edwardsville

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
149535	01/22/2016		P	MPR	MIDWEST PUBLIC RISK	Remittance Check	\$36,992.22
702927	01/22/2016		P	IRSEF	IRS EFT	Remittance Check	\$22,476.90
702928	01/22/2016		P	KS TA	KS STATE TAX	Remittance Check	\$3,068.10
702929	01/22/2016		P	HSA	HSA Bank	Remittance Check	\$25.00
702930	01/22/2016		P	KP&F	KP&F	Remittance Check	\$19,395.64
702931	01/22/2016		P	KPERS	KPERS	Remittance Check	\$3,872.98
702932	01/22/2016		P	AFA	AMERICAN FIDELITY ASSI	Remittance Check	\$668.34
702933	01/22/2016		P	AFAFL	AM FIDELITY FLEX ACCT /	Remittance Check	\$340.41
702934	01/22/2016		P	AFLAC	AFLAC	Remittance Check	\$276.70
702935	01/22/2016		P	ICMA	ICMA	Remittance Check	\$1,238.48
702936	01/22/2016		P	KPC	KANSAS PAYMENT CENTE	Remittance Check	\$134.31
702937	01/22/2016		P	KPERS	KPERS OGLI	Remittance Check	\$22.90
702938	01/22/2016		P	KPF O	KP&F OGLI	Remittance Check	\$117.15
702939	01/22/2016		P	TXLF	TEXAS LIFE	Remittance Check	\$46.78

Total Checks: 14

	Sub-Total:	\$88,675.91
	Total Void/Stop Payment:	\$0.00
	Grand Total:	\$88,675.91

Unaudited Cash Balance All Funds

Fund Nbr	Fund Name	Audited Cash Balance		Unaudited Cash Balance		Receipts		Expenditures		Encumbered Cash Balance		Add 2015 Accounts Payable		Unaudited Cash Balance	
		12/31/2013	12/31/2014	11/30/2015	11/30/2015					12/31/2015	12/31/2015			12/31/2015	12/31/2015
101	General	\$ 884,345.64	\$ 910,313.71	\$ 896,666.47	\$ 896,666.47	\$ 247,984.18	\$ 368,120.54	\$ 776,530.11	\$ 30,538.00	\$ 807,068.11					
105	Technology	\$ 157.92	\$ 4,322.00	\$ 11,096.25	\$ 11,096.25	\$ 428.00	\$ -	\$ 11,524.25	\$ -	\$ 11,524.25					
107	Fire Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
108	Law Enforcement Trust	\$ 259.92	\$ 1,524.50	\$ 819.50	\$ 819.50	\$ -	\$ -	\$ 819.50	\$ -	\$ 819.50					
201	Special Parks & Rec	\$ 24,474.22	\$ 15,762.56	\$ 10,862.56	\$ 10,862.56	\$ -	\$ -	\$ 10,862.56	\$ -	\$ 10,862.56					
202	Cemetery Levy	\$ 135.24	\$ 135.24	\$ 135.24	\$ 135.24	\$ -	\$ -	\$ 135.24	\$ -	\$ 135.24					
205	Cash Bond														
227	Street	\$ 89,109.08	\$ 72,188.65	\$ 93,143.22	\$ 93,143.22	\$ 1,450.00	\$ 2,995.00	\$ 14,607.26	\$ 7,106.00	\$ 14,607.26					
244	Economic Development	\$ 88,341.85	\$ 206,193.38	\$ 313,021.89	\$ 313,021.89	\$ -	\$ 23,744.00	\$ 69,399.22	\$ 1,500.00	\$ 76,505.22					
275	Special Sales Tax Fund						\$ 3,000.00	\$ 310,021.89	\$ -	\$ 311,521.89					
300	Debt Service	\$ 18,017.23	\$ 15,983.15	\$ 42,963.48	\$ 42,963.48	\$ 24,342.22	\$ -	\$ 67,305.70	\$ -	\$ 67,305.70					
301	2006 GO Debt Service	\$ 613,172.95	\$ 458,769.25	\$ 26,226.22	\$ 26,226.22	\$ 7,944.85	\$ -	\$ 34,171.07	\$ -	\$ 34,171.07					
450	Grant Fund		\$ (38,640.00)	\$ 1,003,649.40	\$ 1,003,649.40	\$ 22.00	\$ -	\$ 1,003,671.40	\$ -	\$ 1,003,671.40					
505	Sewer Maintenance Fund	\$ 86,287.37	\$ 39,336.63	\$ (34,312.62)	\$ (34,312.62)	\$ -	\$ -	\$ (34,312.62)	\$ -	\$ (34,312.62)					
515	Solid Waste Fund	\$ 63,475.93	\$ 69,853.60	\$ 10,393.07	\$ 10,393.07	\$ 1,548.97	\$ 2,633.80	\$ 9,308.24	\$ 1,331.84	\$ 10,640.08					
724	Trail Project	\$ -	\$ -	\$ 71,132.94	\$ 71,132.94	\$ 1,530.24	\$ 10,985.70	\$ 61,677.48	\$ 725.93	\$ 62,403.41					
725	Raintree Project Reimb	\$ 5,000.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
726	Inspections Reimbursed	\$ 3,437.00	\$ 3,437.00	\$ 3,437.00	\$ 3,437.00	\$ -	\$ -	\$ 3,437.00	\$ -	\$ 3,437.00					
999	Cemetery Board	\$ 64,525.89	\$ 43,491.39	\$ 43,792.66	\$ 43,792.66	\$ 700.31	\$ 1,906.33	\$ 42,586.64	\$ -	\$ 42,586.64					
		\$ 1,940,740.24	\$ 1,807,671.06	\$ 2,514,179.54	\$ 2,514,179.54	\$ 285,950.77	\$ 413,385.37	\$ 2,386,744.94	\$ 41,201.77	\$ 2,427,946.71					

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Revenues							
Dept: 000.000							
401.000 CURRENT TAXES	1,684,899.00	1,684,899.00	1,677,356.31	0.00	0.00	7,542.69	99.6
402.000 DELINQUENT TAXES	33,698.00	33,698.00	24,145.86	4,679.94	0.00	9,552.14	71.7
405.000 SALES TAX-CITY LEVY	373,269.00	373,269.00	405,515.54	34,193.36	0.00	-32,246.54	108.6
406.000 SALES TAX-COUNTY LEVY	604,379.00	604,379.00	648,184.41	56,917.62	0.00	-43,805.41	107.2
407.000 USE TAX-CITY LEVY	128,055.00	128,055.00	160,407.16	14,498.38	0.00	-32,352.16	125.3
408.000 USE TAX-COUNTY LEVY	99,454.00	99,454.00	120,455.75	11,417.78	0.00	-21,001.75	121.1
409.000 MOTOR VEHICLE TAXES	144,165.00	144,165.00	190,474.40	22,073.28	0.00	-46,309.40	132.1
409.001 REC. VEH. TAXES	1,124.00	1,124.00	1,061.60	45.74	0.00	62.40	94.4
409.002 HEAVY TRUCK	2,798.00	2,798.00	515.03	0.00	0.00	2,282.97	18.4
412.000 RENTS RECEIVABLE	9,000.00	9,000.00	19,000.00	2,500.00	0.00	-10,000.00	211.1
415.000 INDUSTRIAL REVENUE BONDS	211,602.00	211,602.00	202,036.95	0.00	0.00	9,565.05	95.5
416.000 REIMBURSED REVENUE	15,000.00	15,000.00	5,924.48	0.00	0.00	9,075.52	39.5
416.500 SALARY REIMBURSEMENT	0.00	0.00	758.59	0.00	0.00	-758.59	0.0
419.005 PARK SHELTER HOUSE RESERVATION	1,200.00	1,200.00	1,035.00	75.00	0.00	165.00	86.3
421.000 BUILDING PERMITS	10,000.00	10,000.00	16,823.00	350.00	0.00	-6,823.00	168.2
422.000 SIGN PERMITS	2,500.00	2,500.00	6,250.00	4,500.00	0.00	-3,750.00	250.0
424.000 SEPTIC PERMITS	100.00	100.00	0.00	0.00	0.00	100.00	0.0
426.000 REZONING PERMITS	300.00	300.00	1,725.00	750.00	0.00	-1,425.00	575.0
427.000 MISCELLANEOUS PERMITS	15,000.00	15,000.00	9,281.00	700.00	0.00	5,719.00	61.9
431.000 CITY BUSINESS LICENSE	26,050.00	26,050.00	17,185.00	4,805.00	0.00	8,865.00	66.0
433.000 CEREAL MALT LICENSE	500.00	500.00	400.00	375.00	0.00	100.00	80.0
434.000 DOG LICENSE	100.00	100.00	466.00	5.00	0.00	-366.00	466.0
434.005 IMPOUND FEE	1,000.00	1,000.00	2,912.00	110.00	0.00	-1,912.00	291.2
437.000 COMM CTR RESERVATION	10,000.00	10,000.00	11,050.00	1,250.00	0.00	-1,050.00	110.5
437.500 COMM CTR DEPOSIT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
441.453 Transfer in from SAFER Grant	0.00	0.00	27,246.21	0.00	0.00	-27,246.21	0.0
441.500 TRANSFER FROM OTHER FUNDS	13,600.00	13,600.00	13,600.00	0.00	0.00	0.00	100.0
450.000 POLICE REPORT FEES	2,500.00	2,500.00	2,620.00	310.00	0.00	-120.00	104.8
451.000 COURT FINES	338,000.00	338,000.00	348,534.70	19,570.76	0.00	-10,534.70	103.1
453.000 CASH BOND FORFEITURE	1,500.00	1,500.00	9,594.50	844.50	0.00	-8,094.50	639.6
460.000 AMBULANCE	147,555.00	147,555.00	164,694.69	9,100.49	0.00	-17,139.69	111.6
470.000 FRANCHISE TAXES	421,000.00	421,000.00	469,175.46	21,908.14	0.00	-48,175.46	111.4
475.000 GAMING REVENUE	377,963.00	377,963.00	372,144.57	32,568.36	0.00	5,818.43	98.5
481.000 YOUTH BASEBALL	2,500.00	2,500.00	6,140.00	0.00	0.00	-3,640.00	245.6
481.003 SOCCER REGISTRATION FEES	20,000.00	20,000.00	25,990.00	0.00	0.00	-5,990.00	130.0
481.004 PROGRAM FEES	750.00	750.00	19,943.55	330.00	0.00	-19,193.55	2659.1
483.000 CONCESSION STAND REVENUE	16,000.00	16,000.00	8,505.75	2,860.25	0.00	7,494.25	53.2
491.000 SALES OF ASSETS	0.00	0.00	18,000.00	0.00	0.00	-18,000.00	0.0
495.000 INTEREST INCOME	2,400.00	2,400.00	2,294.73	120.60	0.00	105.27	95.6
499.000 MISCELLANEOUS REVENUES	20,000.00	20,000.00	26,022.22	1,089.98	0.00	-6,022.22	130.1
499.001 INS. FUND CHECK P.U. CHARGE	250.00	250.00	140.00	35.00	0.00	110.00	56.0
Dept: 000.000	4,738,711.00	4,738,711.00	5,037,609.46	247,984.18	0.00	-298,898.46	106.3

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Revenues							
Dept: 105.000 COURT	0.00	0.00	-14,466.76	0.00	0.00	14,466.76	0.0
452.000 CASH BOND							
COURT	0.00	0.00	-14,466.76	0.00	0.00	14,466.76	0.0

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Revenues							
Revenues	4,738,711.00	4,738,711.00	5,023,142.70	247,984.18	0.00	-284,431.70	106.0
Expenditures							
Dept: 100.000 GEN. ADMINISTRATIVE EXPEND.							
701.611 MEDICAL PLAN	54,792.00	54,792.00	46,340.22	3,982.84	0.00	8,451.78	84.6
701.613 DENTAL PLAN	1,750.00	1,750.00	1,770.36	116.64	0.00	-20.36	101.2
701.615 VISION PLAN	680.00	680.00	602.82	45.66	0.00	77.18	88.7
701.910 FICA	21,557.00	21,557.00	17,216.03	779.14	0.00	4,340.97	79.9
701.911 MEDICARE	5,041.00	5,041.00	4,313.71	336.24	0.00	727.29	85.6
701.938 KPERS D&D	0.00	0.00	2,145.44	224.44	0.00	-2,145.44	0.0
701.940 KPERS	34,237.00	34,237.00	27,226.30	2,127.80	0.00	7,010.70	79.5
701.941 LIFE INSURANCE,CITY	548.00	548.00	722.44	71.00	0.00	-174.44	131.8
701.942 DISABILITY CITY PAID	1,233.00	1,233.00	1,077.71	83.25	0.00	155.29	87.4
701.951 WORKMANS COMPENSATIONS	1,981.00	1,981.00	1,699.97	0.00	0.00	281.03	85.8
701.952 UNEMPLOYMENT	2,800.00	2,800.00	2,499.43	189.82	0.00	300.57	89.3
711.000 PAYROLL	347,688.00	347,688.00	307,079.91	24,195.28	0.00	40,608.09	88.3
711.001 OVERTIME	250.00	250.00	0.00	0.00	0.00	250.00	0.0
726.010 POSTAGE	2,000.00	2,000.00	1,945.92	239.81	0.00	54.08	97.3
726.020 PUBLISHING	2,750.00	2,750.00	2,736.00	497.20	0.00	14.00	99.5
726.040 TRAINING AND SCHOOLS	4,000.00	4,000.00	1,384.64	0.00	0.00	2,615.36	34.6
726.050 MEALS & ACCOMMODATIONS	5,000.00	5,000.00	5,406.38	663.25	0.00	-406.38	108.1
726.060 BUILD & GROUNDS MAINTENANCE	10,000.00	10,000.00	7,751.28	136.36	0.00	2,248.72	77.5
726.070 UTILITIES	45,000.00	45,000.00	36,256.82	5,533.62	0.00	8,743.18	80.6
726.080 DUES AND MEMBERSHIPS	9,000.00	9,000.00	7,892.68	75.00	0.00	1,107.32	87.7
726.090 MISC. COMMODITIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.100 BOOKS/SUBSCRIPTIONS	500.00	500.00	37.00	0.00	0.00	463.00	7.4
726.110 OFFICE SUPPLIES	6,200.00	6,200.00	4,221.41	349.32	0.00	1,978.59	68.1
726.120 MILEAGE-REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.130 REPAIRS - NON VEHICLES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.260 REIMBURSED EXPENSES	10,000.00	10,000.00	6,474.25	2,102.50	0.00	3,525.75	64.7
726.270 GOOD WILL	750.00	750.00	0.00	0.00	0.00	750.00	0.0
726.280 DONATIONS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
726.290 EDWARDSVILLE DAYS	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
726.300 REFUND	250.00	250.00	0.00	0.00	0.00	250.00	0.0
726.310 RETURNED CHECK	1,000.00	1,000.00	1,500.35	66.75	0.00	-500.35	150.0
726.320 BANK FEES	5,000.00	5,000.00	5,542.20	187.17	0.00	-542.20	110.8
775.010 NEW EQUIPMENT	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.0
775.020 COMPUTER EQUIPT	3,000.00	3,000.00	1,609.85	0.00	0.00	1,390.15	53.7
775.030 MISCELLANOUS SMALL EQUIPMENT	500.00	500.00	600.00	0.00	0.00	-100.00	120.0
101.010 SERVICE CONTRACTS	31,509.00	31,509.00	45,870.83	5,860.90	0.00	-14,361.83	145.6
101.020 PROFESSIONAL SERVICES	28,242.00	28,242.00	38,702.60	3,000.00	0.00	-10,460.60	137.0
101.030 ATTORNEY-LEGAL FEES	25,000.00	25,000.00	16,345.34	1,487.50	0.00	8,654.66	65.4
101.040 JANITORIAL	6,000.00	6,000.00	5,690.60	954.60	0.00	309.40	94.8
101.060 INSURANCE	78,515.00	78,515.00	86,966.47	0.00	0.00	-8,451.47	110.8
170.040 CONTINGENCY FUND	25,000.00	25,000.00	4,471.00	0.00	0.00	20,529.00	17.9
170.050 VEHICLE	6,779.00	6,779.00	6,778.58	0.00	0.00	0.42	100.0
99.020 TRNSFR TO OTHER FUNDS CEMETERY	0.00	0.00	11,805.61	0.00	0.00	-11,805.61	0.0
GEN. ADMINISTRATIVE EXPEND.	789,052.00	789,052.00	718,684.15	53,306.09	0.00	70,367.85	91.1

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Dept: 102.100 GENERAL FUND FIRE DEPT.							
701.611 MEDICAL PLAN	155,669.00	155,669.00	136,769.25	11,699.93	0.00	18,899.75	87.9
701.612 MEDICAL HSA	0.00	0.00	250.00	0.00	0.00	-250.00	0.0
701.613 DENTAL PLAN	4,870.00	4,870.00	4,752.38	408.19	0.00	117.62	97.6
701.615 VISION PLAN	1,700.00	1,700.00	1,493.82	118.52	0.00	206.18	87.9
701.910 FICA	43,004.00	43,004.00	44,856.66	3,457.62	0.00	-1,852.66	104.3
701.911 MEDICARE	10,057.00	10,057.00	10,490.76	808.65	0.00	-433.76	104.3
701.941 LIFE INSURANCE,CITY	1,553.00	1,553.00	2,505.69	248.50	0.00	-952.69	161.3
701.942 DISABILITY CITY PAID	3,700.00	3,700.00	3,283.45	259.25	0.00	416.55	88.7
701.951 WORKMANS COMPENSATIONS	38,662.00	38,662.00	55,141.86	0.00	0.00	-16,479.86	142.6
701.952 UNEMPLOYMENT	5,508.00	5,508.00	8,428.93	0.00	0.00	-2,920.93	153.0
701.982 KP&F FD	188,699.00	188,699.00	192,887.43	15,040.90	0.00	-4,188.43	102.2
711.000 PAYROLL	713,610.00	713,610.00	710,758.74	54,708.30	0.00	2,851.26	99.6
711.001 OVERTIME	40,000.00	40,000.00	46,006.47	3,657.68	0.00	-6,006.47	115.0
712.001 VOLUNTEERS	167,943.00	167,943.00	160,095.00	9,980.00	0.00	7,848.00	95.3
726.010 POSTAGE	150.00	150.00	74.52	0.49	0.00	75.48	49.7
726.030 MEDICAL EXAMS/EMP. TEST	500.00	500.00	922.00	0.00	0.00	-422.00	184.4
726.040 TRAINING AND SCHOOLS	6,500.00	6,500.00	4,238.72	60.00	0.00	2,261.28	65.2
726.050 MEALS & ACCOMMODATIONS	1,500.00	1,500.00	3,533.83	0.00	0.00	-2,033.83	235.6
726.060 BUILD & GROUNDS MAINTENANCE	5,000.00	5,000.00	10,732.36	6.99	0.00	-5,732.36	214.6
726.070 UTILITIES	20,000.00	20,000.00	20,273.96	2,838.81	0.00	-273.96	101.4
726.080 DUES AND MEMBERSHIPS	1,550.00	1,550.00	1,631.25	53.25	0.00	-81.25	105.2
726.090 MISC. COMMODITIES	0.00	0.00	1,854.24	89.46	0.00	-1,854.24	0.0
726.100 BOOKS/SUBSCRIPTIONS	500.00	-500.00	1,050.45	0.00	0.00	-550.45	210.1
726.110 OFFICE SUPPLIES	1,000.00	1,000.00	914.74	9.62	0.00	85.26	91.5
726.120 MILEAGE-REIMBURSEMENT	250.00	250.00	0.00	0.00	0.00	250.00	0.0
726.130 REPAIRS - NON VEHICLES	1,500.00	1,500.00	2,166.37	0.00	0.00	-666.37	144.4
726.140 VEHICLE MAINTENANCE	22,500.00	22,500.00	19,315.28	497.99	0.00	3,184.72	85.8
726.150 FUEL	32,500.00	32,500.00	13,544.60	1,105.00	0.00	18,955.40	41.7
726.160 ANNUAL EQUIPT TESTING	2,500.00	2,500.00	1,274.85	0.00	0.00	1,225.15	51.0
726.170 RADIO REPAIRS	250.00	250.00	0.00	0.00	0.00	250.00	0.0
726.180 OXYGEN RENTAL	2,000.00	2,000.00	1,768.16	103.39	0.00	231.84	88.4
726.190 MEDICAL SUPPLIES	33,000.00	33,000.00	24,979.04	1,549.37	0.00	8,020.96	75.7
726.200 CLOTHING ALLOWANCE	8,200.00	8,200.00	9,419.20	263.10	0.00	-1,219.20	114.9
726.210 STATION SUPPLIES	4,000.00	4,000.00	3,757.27	604.05	0.00	242.73	93.9
775.010 NEW EQUIPMENT	31,650.00	31,650.00	25,544.56	1,580.62	0.00	6,105.44	80.7
775.020 COMPUTER EQUIPT	1,500.00	1,500.00	2,064.51	0.00	0.00	-564.51	137.6
775.040 FIRE PREVENTION EQUIPMENT	150.00	150.00	790.63	0.00	0.00	-640.63	527.1
801.010 SERVICE CONTRACTS	12,900.00	12,900.00	41,434.46	4,596.15	0.00	-28,534.46	321.2
801.030 ATTORNEY-LEGAL FEES	2,500.00	2,500.00	5,205.00	0.00	0.00	-2,705.00	208.2
801.050 TRASH SERVICE	700.00	700.00	761.53	69.23	0.00	-61.53	108.8
870.050 VEHICLE	64,325.00	64,325.00	64,323.41	0.00	0.00	1.59	100.0
GENERAL FUND FIRE DEPT.	1,632,100.00	1,632,100.00	1,639,295.38	113,815.06	0.00	-7,195.38	100.4

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Dept: 103.000 GENERAL POLICE DEPT.							
701.611 MEDICAL PLAN	162,568.00	162,568.00	154,360.73	13,267.37	0.00	8,207.27	95.0
701.612 MEDICAL HSA	0.00	0.00	500.00	0.00	0.00	-500.00	0.0
701.613 DENTAL PLAN	5,249.00	5,249.00	5,014.92	437.35	0.00	234.08	95.5
701.615 VISION PLAN	1,889.00	1,889.00	1,808.50	152.10	0.00	80.50	95.7
701.910 FICA	62,025.00	62,025.00	63,805.47	5,019.37	0.00	-1,780.47	102.9
701.911 MEDICARE	14,506.00	14,506.00	14,922.40	1,173.89	0.00	-416.40	102.9
701.938 KPERS D&D	0.00	0.00	266.30	27.88	0.00	-266.30	0.0
701.940 KPERS	3,485.00	3,485.00	3,305.53	264.38	0.00	179.47	94.9
701.941 LIFE INSURANCE,CITY	1,875.00	1,875.00	2,986.72	301.75	0.00	-1,111.72	159.3
701.942 DISABILITY CITY PAID	4,495.00	4,495.00	4,260.54	338.03	0.00	234.46	94.8
701.951 WORKMANS COMPENSATIONS	19,532.00	19,532.00	27,486.64	0.00	0.00	-7,954.64	140.7
701.952 UNEMPLOYMENT	6,242.00	6,242.00	7,391.97	0.00	0.00	-1,149.97	118.4
701.980 KP&F PD	211,236.00	211,236.00	203,781.15	16,368.86	0.00	7,454.85	96.5
711.000 PAYROLL	1,000,407.00	1,000,407.00	995,928.12	79,041.27	0.00	4,478.88	99.6
711.001 OVERTIME	60,000.00	60,000.00	66,166.66	4,494.12	0.00	-6,166.66	110.3
726.010 POSTAGE	500.00	500.00	554.07	146.09	0.00	-54.07	110.8
726.020 PUBLISHING	1,000.00	1,000.00	1,514.66	275.66	0.00	-514.66	151.5
726.030 MEDICAL EXAMS/EMP. TEST	1,000.00	1,000.00	3,478.00	0.00	0.00	-2,478.00	347.8
726.040 TRAINING AND SCHOOLS	16,000.00	16,000.00	8,554.00	0.00	0.00	7,446.00	53.5
726.050 MEALS & ACCOMMODATIONS	6,000.00	6,000.00	14,601.04	339.12	0.00	-8,601.04	243.4
726.060 BUILD & GROUNDS MAINTENANCE	5,500.00	5,500.00	5,939.64	426.16	0.00	-439.64	108.0
726.070 UTILITIES	20,000.00	20,000.00	22,782.48	3,360.23	0.00	-2,782.48	113.9
726.080 DUES AND MEMBERSHIPS	700.00	700.00	755.00	0.00	0.00	-55.00	107.9
726.090 MISC. COMMODITIES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.100 BOOKS/SUBSCRIPTIONS	500.00	500.00	24.23	0.00	0.00	475.77	4.8
726.110 OFFICE SUPPLIES	5,200.00	5,200.00	4,510.49	1,303.11	0.00	689.51	86.7
726.120 MILEAGE-REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.130 REPAIRS - NON VEHICLES	800.00	800.00	0.00	0.00	0.00	800.00	0.0
726.140 VEHICLE MAINTENANCE	24,000.00	24,000.00	26,770.64	2,157.31	0.00	-2,770.64	111.5
726.150 FUEL	50,000.00	50,000.00	36,575.28	2,407.46	0.00	13,424.72	73.2
726.160 ANNUAL EQUIPT TESTING	500.00	500.00	468.58	0.00	0.00	31.42	93.7
726.170 RADIO REPAIRS	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.200 CLOTHING ALLOWANCE	17,000.00	17,000.00	11,207.79	0.00	0.00	5,792.21	65.9
726.220 POLICE SUPPLIES	3,000.00	3,000.00	3,174.87	111.00	0.00	-174.87	105.8
726.230 RANGE SUPPLIES	3,500.00	3,500.00	3,604.24	10.31	0.00	-104.24	103.0
726.240 INVESTIGATIVE SUPPLIES	800.00	800.00	784.65	0.00	0.00	15.35	98.1
726.250 ANIMAL CONTROL	7,500.00	7,500.00	10,759.60	2,182.00	0.00	-3,259.60	143.5
775.020 COMPUTER EQUIPT	1,500.00	1,500.00	94.96	0.00	0.00	1,405.04	6.3
775.030 MISCELLANOUS SMALL EQUIPMENT	3,000.00	3,000.00	4,441.51	0.00	0.00	-1,441.51	148.1
301.010 SERVICE CONTRACTS	28,000.00	28,000.00	26,096.25	1,766.65	0.00	1,903.75	93.2
301.030 ATTORNEY-LEGAL FEES	500.00	500.00	0.00	0.00	0.00	500.00	0.0
301.040 JANITORIAL	6,500.00	6,500.00	5,639.34	946.00	0.00	860.66	86.8
370.050 VEHICLE	67,424.00	67,424.00	67,880.33	0.00	0.00	-456.33	100.7
GENERAL POLICE DEPT.	1,825,433.00	1,825,433.00	1,812,197.30	136,317.47	0.00	13,235.70	99.3

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Dept: 105.000 COURT							
701.611 MEDICAL PLAN	0.00	0.00	5,823.78	524.36	0.00	-5,823.78	0.0
701.612 MEDICAL HSA	5,489.00	5,489.00	50.00	0.00	0.00	5,439.00	0.9
701.613 DENTAL PLAN	350.00	350.00	349.92	29.16	0.00	0.08	100.0
701.615 VISION PLAN	78.00	78.00	78.48	6.54	0.00	-0.48	100.6
701.910 FICA	2,995.00	2,995.00	3,064.12	226.62	0.00	-69.12	102.3
701.911 MEDICARE	700.00	700.00	716.59	53.00	0.00	-16.59	102.4
701.938 KPERS D&D	0.00	0.00	379.45	36.62	0.00	-379.45	0.0
701.940 KPERS	5,377.00	5,377.00	4,692.00	347.08	0.00	685.00	87.3
701.941 LIFE INSURANCE,CITY	110.00	110.00	181.11	17.75	0.00	-71.11	164.6
701.942 DISABILITY CITY PAID	270.00	270.00	180.00	22.50	0.00	90.00	66.7
701.951 WORKMANS COMPENSATIONS	13.00	13.00	0.00	0.00	0.00	13.00	0.0
701.952 UNEMPLOYMENT	367.00	367.00	369.59	0.00	0.00	-2.59	100.7
711.000 PAYROLL	48,309.00	48,309.00	48,549.57	3,661.18	0.00	-240.57	100.5
711.050 COURT OVERTIME PAYROLL	3,000.00	3,000.00	943.89	0.00	0.00	2,056.11	31.5
726.010 POSTAGE	750.00	750.00	582.62	116.95	0.00	167.38	77.7
726.040 TRAINING AND SCHOOLS	300.00	300.00	165.00	0.00	0.00	135.00	55.0
726.050 MEALS & ACCOMMODATIONS	300.00	300.00	165.89	0.00	0.00	134.11	55.3
726.080 DUES AND MEMBERSHIPS	150.00	150.00	25.00	0.00	0.00	125.00	16.7
726.090 MISC. COMMODITIES	75.00	75.00	3.00	0.00	0.00	72.00	4.0
726.110 OFFICE SUPPLIES	1,200.00	1,200.00	796.77	0.00	0.00	403.23	66.4
726.120 MILEAGE-REIMBURSEMENT	100.00	100.00	0.00	0.00	0.00	100.00	0.0
726.330 PRISONER BOOKING FEES	36,000.00	36,000.00	54,622.75	11,919.25	0.00	-18,622.75	151.7
726.340 COURT FEE REFUNDS	2,500.00	2,500.00	146.00	0.00	0.00	2,354.00	5.8
726.350 COURT FEES TO STATE	45,000.00	45,000.00	52,328.00	6,491.50	0.00	-7,328.00	116.3
726.360 EVALUATION FEE'S	0.00	0.00	100.00	0.00	0.00	-100.00	0.0
726.390 APPLIED RESTITUTION	250.00	250.00	150.00	0.00	0.00	100.00	60.0
726.410 CASH BOND REFUND	0.00	0.00	549.50	549.50	0.00	-549.50	0.0
726.420 FINED RESTITUTION	0.00	0.00	1,000.00	230.00	0.00	-1,000.00	0.0
775.010 NEW EQUIPMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
775.020 COMPUTER EQUIPT	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
775.030 MISCELLANOUS SMALL EQUIPMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
801.010 SERVICE CONTRACTS	4,500.00	4,500.00	4,553.50	357.00	0.00	-53.50	101.2
801.030 ATTORNEY-LEGAL FEES	8,400.00	8,400.00	7,455.00	1,800.00	0.00	945.00	88.8
801.080 PROSECUTOR & JUDGE FEES	36,000.00	36,000.00	45,054.00	4,265.00	0.00	-9,054.00	125.2
COURT	206,583.00	206,583.00	233,075.53	30,654.01	0.00	-26,492.53	112.8

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Dept: 110.000 PUBLIC WORKS							
701.611 MEDICAL PLAN	14,021.00	14,021.00	15,068.86	1,565.89	0.00	-1,047.86	107.5
701.613 DENTAL PLAN	700.00	700.00	612.36	58.32	0.00	87.64	87.5
701.615 VISION PLAN	157.00	157.00	182.34	16.58	0.00	-25.34	116.1
701.910 FICA	6,442.00	6,442.00	8,028.30	636.56	0.00	-1,586.30	124.6
701.911 MEDICARE	1,507.00	1,507.00	1,877.62	148.89	0.00	-370.62	124.6
701.938 KPERS D&D	0.00	0.00	677.23	67.36	0.00	-677.23	0.0
701.940 KPERS	8,797.00	8,797.00	12,526.33	1,062.48	0.00	-3,729.33	142.4
701.941 LIFE INSURANCE,CITY	219.00	219.00	514.94	53.25	0.00	-295.94	235.1
701.942 DISABILITY CITY PAID	467.00	467.00	663.98	55.22	0.00	-196.98	142.2
701.951 WORKMANS COMPENSATIONS	2,241.00	2,241.00	5,173.08	0.00	0.00	-2,932.08	230.8
701.952 UNEMPLOYMENT	1,102.00	1,102.00	1,864.81	103.39	0.00	-762.81	169.2
711.000 PAYROLL	103,904.00	103,904.00	130,779.51	10,535.01	0.00	-26,875.51	125.9
711.001 OVERTIME	3,000.00	3,000.00	1,193.57	0.00	0.00	1,806.43	39.8
726.060 BUILD & GROUNDS MAINTENANCE	3,000.00	3,000.00	2,732.36	49.00	0.00	267.64	91.1
726.070 UTILITIES	7,000.00	7,000.00	5,892.84	729.16	0.00	1,107.16	84.2
726.080 DUES AND MEMBERSHIPS	250.00	250.00	331.84	331.84	0.00	-81.84	132.7
726.090 MISC. COMMODITIES	2,500.00	2,500.00	362.09	0.00	0.00	2,137.91	14.5
726.120 MILEAGE-REIMBURSEMENT	500.00	500.00	0.00	0.00	0.00	500.00	0.0
726.130 REPAIRS - NON VEHICLES	1,500.00	1,500.00	2,292.62	20.27	0.00	-792.62	152.8
726.140 VEHICLE MAINTENANCE	3,000.00	3,000.00	3,775.61	547.25	0.00	-775.61	125.9
726.150 FUEL	5,000.00	5,000.00	5,845.16	493.41	0.00	-845.16	116.9
726.200 CLOTHING ALLOWANCE	800.00	800.00	1,550.29	0.00	0.00	-750.29	193.8
726.430 PUBLIC WORKS SUPPLIES	3,000.00	3,000.00	5,288.09	240.41	0.00	-2,288.09	176.3
726.440 STREET SIGNS	2,500.00	2,500.00	39.72	7.38	0.00	2,460.28	1.6
726.450 STREET MAINTENANCE	15,000.00	15,000.00	10,106.62	0.00	0.00	4,893.38	67.4
775.010 NEW EQUIPMENT	2,500.00	2,500.00	1,608.38	0.00	0.00	891.62	64.3
775.030 MISCELLANOUS SMALL EQUIPMENT	2,500.00	2,500.00	1,236.40	0.00	0.00	1,263.60	49.5
801.010 SERVICE CONTRACTS	5,000.00	5,000.00	2,743.11	0.00	0.00	2,256.89	54.9
801.020 PROFESSIONAL SERVICES	10,000.00	10,000.00	9,312.75	7,034.00	0.00	687.25	93.1
970.050 VEHICLE	20,703.00	20,703.00	24,468.70	0.00	0.00	-3,765.70	118.2
PUBLIC WORKS	227,310.00	227,310.00	256,749.51	23,755.47	0.00	-29,439.51	113.0

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Dept: 124.000 PARKS & RECREATION							
701.611 MEDICAL PLAN	5,489.00	5,489.00	3,740.25	400.24	0.00	1,748.75	68.1
701.612 MEDICAL HSA	0.00	0.00	600.00	50.00	0.00	-600.00	0.0
701.613 DENTAL PLAN	350.00	350.00	349.92	29.16	0.00	0.08	100.0
701.615 VISION PLAN	174.00	174.00	78.48	6.54	0.00	95.52	45.1
701.910 FICA	3,083.00	3,083.00	3,381.55	159.70	0.00	-298.55	109.7
701.911 MEDICARE	721.00	721.00	790.74	37.34	0.00	-69.74	109.7
701.938 KPERS D&D	0.00	0.00	259.71	26.08	0.00	-259.71	0.0
701.940 KPERS	3,336.00	3,336.00	3,211.09	247.22	0.00	124.91	96.3
701.941 LIFE INSURANCE,CITY	110.00	110.00	235.79	17.75	0.00	-125.79	214.4
701.942 DISABILITY CITY PAID	211.00	211.00	200.23	17.10	0.00	10.77	94.9
701.951 WORKMANS COMPENSATIONS	1,095.00	1,095.00	2,338.45	0.00	0.00	-1,243.45	213.6
701.952 UNEMPLOYMENT	1,094.00	1,094.00	976.64	0.00	0.00	117.36	89.3
711.000 PAYROLL	48,726.00	48,726.00	54,723.83	2,607.78	0.00	-5,997.83	112.3
711.001 OVERTIME	1,000.00	1,000.00	200.25	0.00	0.00	799.75	20.0
726.010 POSTAGE	100.00	100.00	44.50	0.00	0.00	55.50	44.5
726.020 PUBLISHING	700.00	700.00	408.20	166.76	0.00	291.80	58.3
726.060 BUILD & GROUNDS MAINTENANCE	10,000.00	10,000.00	13,244.28	1,672.43	0.00	-3,244.28	132.4
726.070 UTILITIES	15,000.00	15,000.00	16,883.08	2,046.52	0.00	-1,883.08	112.6
726.090 MISC. COMMODITIES	200.00	200.00	274.98	0.00	0.00	-74.98	137.5
726.110 OFFICE SUPPLIES	150.00	150.00	312.37	0.00	0.00	-162.37	208.2
726.120 MILEAGE-REIMBURSEMENT	0.00	0.00	196.08	0.00	0.00	-196.08	0.0
726.130 REPAIRS - NON VEHICLES	2,500.00	2,500.00	1,538.17	0.00	0.00	961.83	61.5
726.140 VEHICLE MAINTENANCE	500.00	500.00	551.26	0.00	0.00	-51.26	110.3
726.150 FUEL	2,000.00	2,000.00	1,254.80	0.00	0.00	745.20	62.7
726.460 PARK PROGRAMS	2,500.00	2,500.00	29,388.01	930.07	0.00	-26,888.01	1175.5
726.470 TROPHIES & AWARDS	6,000.00	6,000.00	5,790.25	0.00	0.00	209.75	96.5
726.480 SOCCER SHIRTS	11,000.00	11,000.00	11,868.99	0.00	0.00	-868.99	107.9
726.490 REFUND ON SPORTS FEES	500.00	500.00	937.00	0.00	0.00	-437.00	187.4
726.500 CONCESSION STAND SUPPLIES	7,000.00	7,000.00	7,165.08	147.53	0.00	-165.08	102.4
726.600 PRINTED SUPPLIES	500.00	500.00	289.97	0.00	0.00	210.03	58.0
726.610 SALES TAX	1,500.00	1,500.00	1,067.88	0.00	0.00	432.12	71.2
775.010 NEW EQUIPMENT	1,500.00	1,500.00	831.56	0.00	0.00	668.44	55.4
775.050 SPORT EQUIPMENT	1,000.00	1,000.00	457.11	0.00	0.00	542.89	45.7
801.010 SERVICE CONTRACTS	4,000.00	4,000.00	4,355.77	16.74	0.00	-355.77	108.9
801.020 PROFESSIONAL SERVICES	1,000.00	1,000.00	365.00	0.00	0.00	635.00	36.5
801.050 TRASH SERVICE	2,250.00	2,250.00	2,074.71	188.61	0.00	175.29	92.2
801.090 UMPIRES	1,500.00	1,500.00	2,685.00	0.00	0.00	-1,185.00	179.0
801.100 SOCCER REFEREES	7,500.00	7,500.00	6,126.00	0.00	0.00	1,374.00	81.7
899.010 TRANSFER TO OTHER FUNDS	0.00	0.00	219,885.84	0.00	0.00	-219,885.84	0.0
PARKS & RECREATION	144,289.00	144,289.00	399,082.82	8,767.57	0.00	-254,793.82	276.6

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Dept: 136.000 STORM SHELTER/NEIGHBORHOOD CTR							
726.060 BUILD & GROUNDS MAINTENANCE	3,000.00	3,000.00	6,160.38	0.00	0.00	-3,160.38	205.3
726.070 UTILITIES	8,000.00	8,000.00	10,324.89	896.12	0.00	-2,324.89	129.1
775.010 NEW EQUIPMENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
801.040 JANITORIAL	4,000.00	4,000.00	4,630.00	608.75	0.00	-630.00	115.8
970.010 CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
STORM SHELTER/NEIGHBORHOOD CTR	19,000.00	19,000.00	21,115.27	1,504.87	0.00	-2,115.27	111.1

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Expenditures	4,843,767.00	4,843,767.00	5,080,199.96	368,120.54	0.00	-236,432.96	104.9
Grand Total Net Effect:	-105,056.00	-105,056.00	-57,057.26	-120,136.36	0.00	-47,998.74	

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 105 - TECHNOLOGY FUND							
Revenues							
454.000 TECHNOLOGY FEE	6,500.00	6,500.00	7,202.25	428.00	0.00	-702.25	110.8
Revenues	6,500.00	6,500.00	7,202.25	428.00	0.00	-702.25	110.8
Net Effect for TECHNOLOGY FUND	6,500.00	6,500.00	7,202.25	428.00	0.00	-702.25	110.8
Change in Fund Balance:			7,202.25				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 108 - LAW ENFORCEMENT TRUST FUND							
Expenditures							
726.090 MISC. COMMODITIES	0.00	0.00	125.00	0.00	0.00	-125.00	0.0
775.010 NEW EQUIPMENT	0.00	0.00	580.00	0.00	0.00	-580.00	0.0
Expenditures	0.00	0.00	705.00	0.00	0.00	-705.00	0.0
Net Effect for LAW ENFORCEMENT TRUST FUND	0.00	0.00	-705.00	0.00	0.00	705.00	0.0
Change in Fund Balance:			-705.00				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 201 - Special Parks & Recreation							
Expenditures							
970.010 CAPITAL OUTLAY	10,000.00	10,000.00	4,900.00	0.00	0.00	5,100.00	49.0
Expenditures	10,000.00	10,000.00	4,900.00	0.00	0.00	5,100.00	49.0
Net Effect for Special Parks & Recreation	-10,000.00	-10,000.00	-4,900.00	0.00	0.00	-5,100.00	49.0
Change in Fund Balance:			-4,900.00				

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

Page: 4
 1/21/2016
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City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 205 - CASH BOND							
Revenues							
452.000 CASH BOND	35,000.00	51,550.00	51,468.76	1,450.00	0.00	81.24	99.8
Revenues	35,000.00	51,550.00	51,468.76	1,450.00	0.00	81.24	99.8
Expenditures							
726.380 APPLIED CASH BOND	16,000.00	20,900.00	21,179.00	1,871.50	0.00	-279.00	101.3
726.390 APPLIED RESTITUTION	0.00	100.00	100.00	0.00	0.00	0.00	100.0
726.400 CASH BOND FORFEITURE	5,000.00	10,000.00	9,594.50	944.50	0.00	405.50	95.9
726.410 CASH BOND REFUND	5,000.00	9,000.00	5,988.00	179.00	0.00	3,012.00	66.5
Expenditures	26,000.00	40,000.00	36,861.50	2,995.00	0.00	3,138.50	92.2
Net Effect for CASH BOND	9,000.00	11,550.00	14,607.26	-1,545.00	0.00	-3,057.26	126.5
Change in Fund Balance:			14,607.26				

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 227 - SPECIAL STREET CITY/CTY HIWAY							
Revenues							
410.000 STATE FUND REVENUE	112,560.00	114,739.00	114,739.43	0.00	0.00	-0.43	100.0
419.000 COUNTY HIGHWAY FUNDS	68,080.00	86,549.00	86,548.76	0.00	0.00	0.24	100.0
Revenues	180,640.00	201,288.00	201,288.19	0.00	0.00	-0.19	100.0
Expenditures							
726.450 STREET MAINTENANCE	75,000.00	100,000.00	101,313.89	15,318.00	0.00	-1,313.89	101.3
726.455 SNOW & ICE REMOVAL	50,000.00	50,000.00	28,385.91	8,426.00	0.00	21,614.09	56.8
970.010 CAPITAL OUTLAY	7,575.00	0.00	0.00	0.00	0.00	0.00	0.0
999.010 TRANSFER TO OTHER FUNDS	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	100.0
Expenditures	197,575.00	215,000.00	194,699.80	23,744.00	0.00	20,300.20	90.6
Net Effect for SPECIAL STREET CITY/CTY HIWAY	-16,935.00	-13,712.00	6,588.39	-23,744.00	0.00	-20,300.39	-48.0
Change in Fund Balance:			6,588.39				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 244 - ECONOMIC DEVELOPMENT							
Revenues							
442.000 ORIGINATION FEES-ECON DEV	130,000.00	130,000.00	135,000.00	0.00	0.00	-5,000.00	103.8
Revenues	130,000.00	130,000.00	135,000.00	0.00	0.00	-5,000.00	103.8
Expenditures							
726.080 DUES AND MEMBERSHIPS	7,500.00	7,500.00	9,000.00	0.00	0.00	-1,500.00	120.0
801.010 SERVICE CONTRACTS	2,521.00	2,521.00	2,521.49	0.00	0.00	-0.49	100.0
801.020 PROFESSIONAL SERVICES	50,000.00	50,000.00	18,150.00	3,000.00	0.00	31,850.00	36.3
Expenditures	60,021.00	60,021.00	29,671.49	3,000.00	0.00	30,349.51	49.4
Net Effect for ECONOMIC DEVELOPMENT	69,979.00	69,979.00	105,328.51	-3,000.00	0.00	-35,349.51	150.5
Change in Fund Balance:			105,328.51				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 275 - SPECIAL SALES TAX FUND							
Revenues							
405.000 SALES TAX-CITY LEVY	0.00	0.00	170,462.77	17,094.12	0.00	-170,462.77	0.0
407.000 USE TAX-CITY LEVY	0.00	0.00	61,892.09	7,248.10	0.00	-61,892.09	0.0
499.000 MISCELLANEOUS REVENUES	0.00	0.00	19,420.84	0.00	0.00	-19,420.84	0.0
Revenues	0.00	0.00	251,775.70	24,342.22	0.00	-251,775.70	0.0
Expenditures							
775.010 NEW EQUIPMENT	0.00	0.00	6,218.32	0.00	0.00	-6,218.32	0.0
970.010 CAPITAL OUTLAY	0.00	0.00	21,950.00	0.00	0.00	-21,950.00	0.0
970.010 CAPITAL OUTLAY	0.00	0.00	100,000.00	0.00	0.00	-100,000.00	0.0
970.010 CAPITAL OUTLAY	0.00	0.00	121,950.00	0.00	0.00	-121,950.00	0.0
970.030 VEHICLE	0.00	0.00	56,301.68	0.00	0.00	-56,301.68	0.0
Expenditures	0.00	0.00	184,470.00	0.00	0.00	-184,470.00	0.0
Net Effect for SPECIAL SALES TAX FUND	0.00	0.00	67,305.70	24,342.22	0.00	-67,305.70	0.0
Change in Fund Balance:			67,305.70				

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 300 - DEBT SERVICE FUND							
Revenues							
401.000 CURRENT TAXES	508,007.00	518,167.00	505,732.68	0.00	0.00	12,434.32	97.6
402.000 DELINQUENT TAXES	10,160.00	6,029.00	7,305.10	1,275.82	0.00	-1,276.10	121.2
404.000 BENEFIT DISTRICT ASSESSMENTS	122,607.00	122,606.00	122,606.25	0.00	0.00	-0.25	100.0
409.000 MOTOR VEHICLE TAXES	43,466.00	50,977.00	57,632.57	6,655.24	0.00	-6,655.57	113.1
409.001 REC. VEH. TAXES	339.00	307.00	320.63	13.79	0.00	-13.63	104.4
409.002 HEAVY TRUCK	844.00	159.00	159.13	0.00	0.00	-0.13	100.1
415.000 INDUSTRIAL REVENUE BONDS	63,206.00	60,915.00	60,915.32	0.00	0.00	-0.32	100.0
441.500 TRANSFER FROM OTHER FUNDS	0.00	51,581.00	71,580.85	0.00	0.00	-19,999.85	138.8
441.501 TRANSFER FROM SPEC HWY	65,000.00	65,000.00	65,000.00	0.00	0.00	0.00	100.0
441.503 TRANSFER FROM SEWER	125,000.00	110,000.00	110,000.00	0.00	0.00	0.00	100.0
441.506 TRANSFER FROM SOLID WASTE	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0.0
Revenues	938,629.00	1,005,741.00	1,001,252.53	7,944.85	0.00	4,488.47	99.6
Expenditures							
712.003 PRINCIPAL - G.O. BONDS	780,000.00	780,000.00	780,000.00	0.00	0.00	0.00	100.0
712.004 INTEREST DUE	151,484.00	151,484.00	151,483.76	0.00	0.00	0.24	100.0
712.050 BOND ISSUANCE COST	0.00	51,581.00	51,580.85	0.00	0.00	0.15	100.0
Expenditures	931,484.00	983,065.00	983,064.61	0.00	0.00	0.39	100.0
Net Effect for DEBT SERVICE FUND	7,145.00	22,676.00	18,187.92	7,944.85	0.00	4,488.08	80.2
Change in Fund Balance:			18,187.92				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 301 - 2006 GO BOND DEBT SERV							
Revenues							
413.000 BOND PROCEEDS	0.00	0.00	1,535,000.00	0.00	0.00	-1,535,000.00	0.0
413.005 BOND ISSUANCE PREMIUM	0.00	0.00	83,258.25	0.00	0.00	-83,258.25	0.0
495.000 INTEREST INCOME	0.00	0.00	2,024.75	22.00	0.00	-2,024.75	0.0
Revenues	0.00	0.00	1,620,283.00	22.00	0.00	-1,620,283.00	0.0
Expenditures							
712.050 BOND ISSUANCE COST	0.00	0.00	11,497.15	0.00	0.00	-11,497.15	0.0
726.320 BANK FEES	0.00	0.00	20.00	0.00	0.00	-20.00	0.0
999.010 TRANSFER TO OTHER FUNDS	0.00	0.00	1,063,863.70	0.00	0.00	-1,063,863.70	0.0
Expenditures	0.00	0.00	1,075,380.85	0.00	0.00	-1,075,380.85	0.0
Net Effect for 2006 GO BOND DEBT SERV	0.00	0.00	544,902.15	22.00	0.00	-544,902.15	0.0
Change in Fund Balance:			544,902.15				

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 450 - Grant Fund							
Revenues							
493.000 GRANT MONEY	0.00	0.00	57,190.00	0.00	0.00	-57,190.00	0.0
493.000 GRANT MONEY	0.00	0.00	4,476.00	0.00	0.00	-4,476.00	0.0
493.000 GRANT MONEY	0.00	0.00	27,246.21	0.00	0.00	-27,246.21	0.0
493.000 GRANT MONEY	0.00	0.00	9,000.00	0.00	0.00	-9,000.00	0.0
<u>493.000 GRANT MONEY</u>	<u>0.00</u>	<u>0.00</u>	<u>97,912.21</u>	<u>0.00</u>	<u>0.00</u>	<u>-97,912.21</u>	<u>0.0</u>
Revenues	0.00	0.00	97,912.21	0.00	0.00	-97,912.21	0.0
Expenditures							
713.005 Transfer Out to Gen Fund	0.00	0.00	27,246.21	0.00	0.00	-27,246.21	0.0
775.010 NEW EQUIPMENT	0.00	0.00	50,601.62	0.00	0.00	-50,601.62	0.0
775.010 NEW EQUIPMENT	0.00	0.00	4,500.00	0.00	0.00	-4,500.00	0.0
<u>775.010 NEW EQUIPMENT</u>	<u>0.00</u>	<u>0.00</u>	<u>55,101.62</u>	<u>0.00</u>	<u>0.00</u>	<u>-55,101.62</u>	<u>0.0</u>
801.010 SERVICE CONTRACTS	0.00	0.00	4,500.00	0.00	0.00	-4,500.00	0.0
Expenditures	0.00	0.00	86,847.83	0.00	0.00	-86,847.83	0.0
Net Effect for Grant Fund	0.00	0.00	11,064.38	0.00	0.00	-11,064.38	0.0
Change in Fund Balance:			11,064.38				

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 505 - SEWER MAINTENANCE FUND							
Revenues							
494.000 LATE FEES	3,000.00	3,000.00	5,881.55	116.55	0.00	-2,881.55	196.1
496.000 SEWER FEE	95,000.00	95,000.00	71,386.37	-3.66	0.00	23,613.63	75.1
496.001 CONNECTION FEE'S	20,000.00	20,000.00	650.00	650.00	0.00	19,350.00	3.3
Revenues	118,000.00	118,000.00	77,917.92	762.89	0.00	40,082.08	66.0
Expenditures							
712.598 MAINTENANCE	15,250.00	15,250.00	2,775.00	0.00	0.00	12,475.00	18.2
716.500 Bad Debt Expense	750.00	750.00	420.01	0.00	0.00	329.99	56.0
726.070 UTILITIES	0.00	0.00	16,809.98	2,605.90	0.00	-16,809.98	0.0
999.010 TRANSFER TO OTHER FUNDS	125,000.00	110,000.00	110,000.00	0.00	0.00	0.00	100.0
Expenditures	141,000.00	126,000.00	130,004.99	2,605.90	0.00	-4,004.99	103.2
Net Effect for SEWER MAINTENANCE FUND	-23,000.00	-8,000.00	-52,087.07	-1,843.01	0.00	44,087.07	651.1
Change in Fund Balance:			-52,087.07				

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

Page: 12
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City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 515 - SOLID WASTE FUND							
Revenues							
496.500 SOLID WASTE FEES	145,000.00	150,000.00	118,112.15	-12.54	0.00	31,887.85	78.7
Revenues	145,000.00	150,000.00	118,112.15	-12.54	0.00	31,887.85	78.7
Expenditures							
712.560 SOLID WASTE CHARGES	125,017.00	127,629.00	114,169.72	10,163.54	0.00	13,459.28	89.5
712.561 BILLING CHARGES	5,000.00	5,000.00	4,006.83	725.93	0.00	993.17	80.1
713.005 Transfer Out to Gen Fund	13,600.00	0.00	0.00	0.00	0.00	0.00	0.0
716.500 Bad Debt Expense	750.00	750.00	872.11	0.00	0.00	-122.11	116.3
726.300 REFUND	100.00	100.00	179.26	57.38	0.00	-79.26	179.3
801.010 SERVICE CONTRACTS	2,521.00	2,521.00	3,109.48	0.00	0.00	-588.48	123.3
999.010 TRANSFER TO OTHER FUNDS	0.00	13,600.00	13,600.00	0.00	0.00	0.00	100.0
999.030 TRANSFER TO DEBT	0.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0
Expenditures	146,988.00	169,600.00	155,937.40	10,946.85	0.00	13,662.60	91.9
Net Effect for SOLID WASTE FUND	-1,988.00	-19,600.00	-37,825.25	-10,959.39	0.00	18,225.25	193.0
Change in Fund Balance:			-37,825.25				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 703 - GENERAL ST MAINTENANCE							
Revenues							
441.500 TRANSFER FROM OTHER FUNDS	0.00	0.00	145,008.00	0.00	0.00	-145,008.00	0.0
Revenues	0.00	0.00	145,008.00	0.00	0.00	-145,008.00	0.0
Expenditures							
726.450 STREET MAINTENANCE	0.00	0.00	145,008.00	0.00	0.00	-145,008.00	0.0
Expenditures	0.00	0.00	145,008.00	0.00	0.00	-145,008.00	0.0
Net Effect for GENERAL ST MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Change in Fund Balance:			0.00				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 705 - KANSAS AVENUE PROJECT							
Revenues							
441.500 TRANSFER FROM OTHER FUNDS	0.00	0.00	833,267.85	0.00	0.00	-833,267.85	0.0
Revenues	0.00	0.00	833,267.85	0.00	0.00	-833,267.85	0.0
Expenditures							
701.008 ENGINEERING DESIGN	0.00	0.00	11,720.13	0.00	0.00	-11,720.13	0.0
712.101 CONDEMNATION RIGHTWAY	0.00	0.00	29,559.45	0.00	0.00	-29,559.45	0.0
712.106 WORK IN PROGRESS	0.00	0.00	770,648.35	0.00	0.00	-770,648.35	0.0
801.010 SERVICE CONTRACTS	0.00	0.00	2,430.62	0.00	0.00	-2,430.62	0.0
801.020 PROFESSIONAL SERVICES	0.00	0.00	13,500.00	0.00	0.00	-13,500.00	0.0
Expenditures	0.00	0.00	827,858.55	0.00	0.00	-827,858.55	0.0
Net Effect for KANSAS AVENUE PROJECT	0.00	0.00	5,409.30	0.00	0.00	-5,409.30	0.0
Change in Fund Balance:			5,409.30				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 709 - 102ND STREET							
Revenues							
441.500 TRANSFER FROM OTHER FUNDS	0.00	0.00	34,007.00	0.00	0.00	-34,007.00	0.0
Revenues	0.00	0.00	34,007.00	0.00	0.00	-34,007.00	0.0
Expenditures							
712.102 ENGINEERING-DESIGN	0.00	0.00	34,007.00	0.00	0.00	-34,007.00	0.0
Expenditures	0.00	0.00	34,007.00	0.00	0.00	-34,007.00	0.0
Net Effect for 102ND STREET	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Change in Fund Balance:			0.00				

REVENUE/EXPENDITURE REPORT
 REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 724 - TRAIL PROJECT PHASE 1							
Revenues							
441.500 TRANSFER FROM OTHER FUNDS	0.00	0.00	6,973.00	0.00	0.00	-6,973.00	0.0
441.504 TRANSFER IN FROM GEN FUND	0.00	219,886.00	212,912.84	0.00	0.00	6,973.16	96.8
Revenues	0.00	219,886.00	219,885.84	0.00	0.00	0.16	100.0
Expenditures							
701.008 ENGINEERING DESIGN	0.00	8,120.00	8,120.00	0.00	0.00	0.00	100.0
801.010 SERVICE CONTRACTS	0.00	3,766.00	3,765.84	0.00	0.00	0.16	100.0
801.020 PROFESSIONAL SERVICES	0.00	208,000.00	208,000.00	0.00	0.00	0.00	100.0
Expenditures	0.00	219,886.00	219,885.84	0.00	0.00	0.16	100.0
Net Effect for TRAIL PROJECT PHASE 1	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Change in Fund Balance:			0.00				

REVENUE/EXPENDITURE REPORT
REV & EXP THRU 12/31/2015

City of Edwardsville

For the Period: 1/1/2015 to 12/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 999 - CEMETERY OPERATING FUND							
Revenues							
441.504 TRANSFER IN FROM GEN FUND	0.00	0.00	11,805.61	0.00	0.00	-11,805.61	0.0
492.000 CHARGES FOR SERVICES	0.00	0.00	4,550.00	700.00	0.00	-4,550.00	0.0
495.000 INTEREST INCOME	0.00	0.00	35.27	0.31	0.00	-35.27	0.0
Revenues	0.00	0.00	16,390.88	700.31	0.00	-16,390.88	0.0
Expenditures							
720.000 CEMETERY BOARD	0.00	0.00	-48.00	0.00	0.00	48.00	0.0
726.010 POSTAGE	0.00	0.00	9.80	0.00	0.00	-9.80	0.0
726.020 PUBLISHING	0.00	0.00	15.00	0.00	0.00	-15.00	0.0
726.060 BUILD & GROUNDS MAINTENANCE	0.00	0.00	9,811.06	0.00	0.00	-9,811.06	0.0
726.070 UTILITIES	0.00	0.00	2,358.30	186.58	0.00	-2,358.30	0.0
726.130 REPAIRS - NON VEHICLES	0.00	0.00	11.77	0.00	0.00	-11.77	0.0
726.140 VEHICLE MAINTENANCE	0.00	0.00	8.29	0.00	0.00	-8.29	0.0
726.150 FUEL	0.00	0.00	46.85	0.00	0.00	-46.85	0.0
801.010 SERVICE CONTRACTS	0.00	0.00	5,082.56	1,719.75	0.00	-5,082.56	0.0
Expenditures	0.00	0.00	17,295.63	1,906.33	0.00	-17,295.63	0.0
Net Effect for CEMETERY OPERATING FUND	0.00	0.00	-904.75	-1,206.02	0.00	904.75	0.0
Change in Fund Balance:			-904.75				
Grand Total Net Effect:	40,701.00	59,393.00	684,173.79	-9,560.35	0.00	-624,780.79	

**TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
SCOTT ANDERSON, BOND COUNSEL
DATE: JANUARY 25, 2016
SUBJECT: INX INTERNATIONAL INK TAX ABATEMENT**

RECOMMENDATION

City Council to consider Resolution No. 2016-02 and Ordinance No. 956 providing a property tax exemption for INX International Ink Co.

FINANCIAL IMPACT

None.

BACKGROUND

The City adopted Resolution No. 2010-04 on March 22, 2010 establishing policies and procedures relating to constitutional property tax abatement. The Resolution provides that as a general policy, the City will grant a 50% property tax abatement for new projects in the City if the project will add jobs, is a material factor in the applicant's decision to locate or expand in the City, and if the property will be used in the manner required by the Kansas Constitution (manufacturing, storing goods in interstate commerce or research and development).

The City has received an abatement application from INX International Ink. Co. ("INX"). INX desires to construct a 37,440 sq. ft. expansion of its existing facility located at 2647 S. 96th Street. INX uses the facility to manufacture and store inks and coatings for commercial printers throughout North America.

In order grant property tax abatement pursuant to the Kansas Constitution, the City must prepare and consider a cost-benefit report (attached) and hold a public hearing. The City must then adopt a resolution making findings of fact and an ordinance.

Resolution No. 2016-02 makes a finding of fact that the property constructed for the INX expansion will be used for manufacturing and storing goods in interstate commerce. This is not a guaranty of use. Instead, the City makes this finding after inquiry of the applicant.

Ordinance No. 956 exempts the expanded portion of the INX from property taxes for a 10-year term, commencing in 2017 and ending in 2026. The Ordinance also authorizes the Performance Agreement which requires INX to make PILOT payments in set amounts equal to approximately 50% of the anticipated property tax bills. The Performance Agreement also requires INX to pay the City fee for granting the abatement.

A Tax Abatement Cost-Benefit Analysis of INX International Ink Co. for the City of Edwardsville

Completed by
Municipal Consulting, LLC
1/8/2016

CONTENTS:

Report Title Page	3
Community Data Inputs	4
Data Inputs of the Firm	5
Overall Summary of Benefits, Costs and Ratios	6
City of Edwardsville Benefits, Costs and Ratios	7
Wyandotte County Benefits, Costs and Ratios	8
Bonner Springs USD 204 Benefits, Costs and Ratios	9
Kansas City Community College Benefits, Costs and Ratios	10
Wyandotte County Library Benefits, Costs and Ratios	11
State of Kansas Benefits, Costs and Ratios	12
Economic Impact of the Project on the Community	13

ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally, a positive net present value indicates an acceptable investment.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Edwardsville	2.20	12.05%
Wyandotte County	2.09	10.90%
Bonner Springs USD 204	2.26	12.64%
Kansas City Community College	2.02	10.22%
Wyandotte County Library	2.01	6.76%
State of Kansas	17.43	164.29%

Each of the taxing entities has a benefit-to-cost ratio exceeding the desired 1.3. This report assumes that the City of Edwardsville will approve a 50% property tax abatement for a 10-year period. We have also assumed that 20% of the new employees will relocate to the city and 40% will relocate to the county. We did not assume that any new employees would relocate from outside of the state.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb

Digitally signed by R. Steven Robb
DN: cn=R. Steven Robb, o=Municipal
Consulting, LLC, ou=Sole Owner,
email=steverobb@cox.net, c=US
Date: 2016.01.08 12:05:52 -06'00'

R. Steven Robb
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Municipal Consulting, LLC
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www.municipalconsulting.biz
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME: INX International Ink Co.					
DATE:			1/8/2016		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:			City of Edwardsville		
COUNTY:			Wyandotte County		
SCHOOL DISTRICT:			Bonner Springs USD 204		
SPECIAL TAXING DISTRICT #1			Kansas City Community College		
SPECIAL TAXING DISTRICT #2			Wyandotte County Library		
STATE:			State of Kansas		
INFLATION RATE:		2.00%	DISCOUNT RATE:		3.00%

Co.

Column2	Column3	Column4	Column6	Column7	Column11
Notes:					
City of Edwardsville	Wyandotte County	Bonner Springs USD 204	Kansas City Community College	Wyandotte County Lib	State
47.367	38.813	62.775	27.336	6.059	1.500
\$167,400	\$128,600	\$128,600	\$128,600	\$0	\$190,800
1.500%	1.000%	n/a	n/a	n/a	6.50%
0.00%	0.00%	n/a	n/a	n/a	n/a
\$97.92	n/a	n/a	n/a	n/a	n/a
\$259.11	n/a	n/a	n/a	n/a	n/a
\$967.22	\$30.29	n/a	\$125.73	\$26.65	\$1,896.45
\$194.14	\$22.49	\$1,264.91	\$24.01	\$8.00	\$568.94
\$928.65	\$29.08	n/a	\$120.72	\$25.59	\$1,597.42
\$186.39	\$21.59	n/a	\$23.05	\$7.68	\$484.26
n/a	n/a	\$8,213.89	n/a	n/a	n/a
n/a	n/a	\$777.07	n/a	n/a	n/a
\$35	\$35				
\$100	\$100				
0.85	0.88				
89.80%	100.00%				
\$8,004	\$151				
14.50%	14.20%				

Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
Expansion			Second Expansion			Third Expansion			Fourth Expansion		
Land	Building	FFE	Land	Building	FFE	Land	Building	FFE	Land	Building	FFE
\$0	\$3,040,000	\$856,401	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0										
Unit Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$40,000	\$40,800	\$41,616	\$42,448	\$43,297	\$44,163	\$45,046	\$45,947	\$46,866	\$47,804	\$437,989
\$0	\$200	\$206	\$212	\$219	\$225	\$232	\$239	\$246	\$253	\$261	\$2,293
\$0	\$259	\$264	\$270	\$275	\$280	\$286	\$292	\$298	\$304	\$310	\$2,837
0	5	3	3	0	0	0	0	0	0	0	11
0%	1.0	0	0	0	0	0	0	0	0	0	1.0
0%	2.0	1.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0
0%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0
\$0	\$35,000	\$35,700	\$36,414	\$37,142	\$37,885	\$38,643	\$39,416	\$40,204	\$41,008	\$41,828	N/A
	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	N/A
	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	N/A
0	0	0	0	0	0	0	0	0	0	0	0

City County State

0%	0%	0%
80%	80%	80%
5%	50%	80%

2.00%

	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
ALYSIS PROJECT SUMMARY								

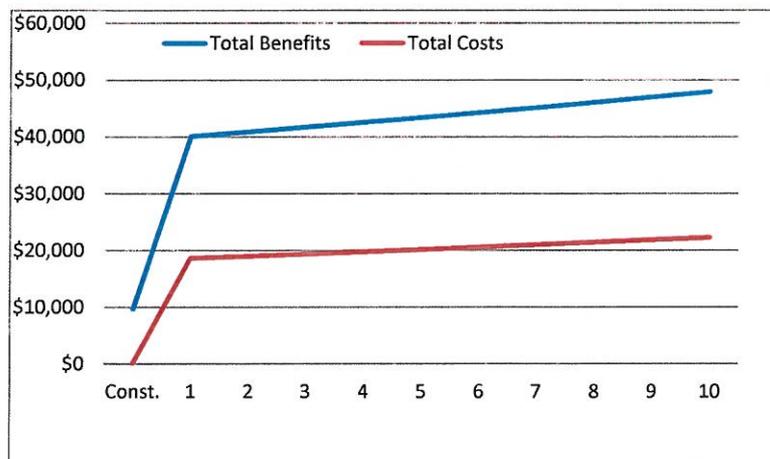
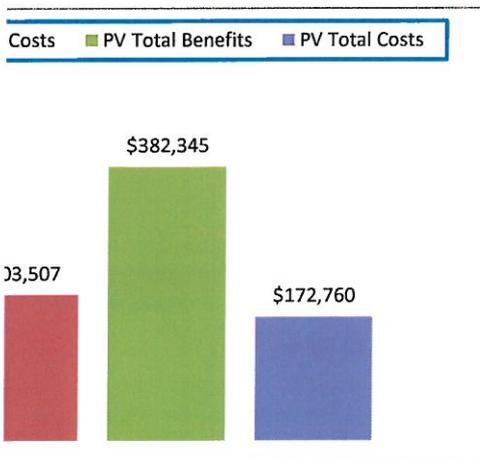
INX International Ink Co.						Ratio of		
1/8/2016						NPV of Net		
	Total Benefits	Total Costs & Incentives	Net Benefits	Net Present Value of Net Benefits	NPV of Incentives & Taxes Abated	Benefits to NPV of Incentives and Taxes Abated	Actual Benefit to Cost Ratio	Avg. Annual Rate of Return
	\$448,674	\$203,507	\$245,167	\$209,585	\$167,312	1.25	2.20	12.05%
	\$343,121	\$164,211	\$178,910	\$152,830	\$137,097	1.11	2.09	10.90%
4	\$622,818	\$275,050	\$347,767	\$295,224	\$221,736	1.33	2.26	12.64%
College	\$231,641	\$114,536	\$117,105	\$99,412	\$96,557	1.03	2.02	10.22%
ary	\$51,303	\$25,475	\$25,828	\$21,925	\$21,402	1.02	2.01	6.76%
	\$108,781	\$6,241	\$102,539	\$117,889	\$5,298	22.25	17.43	164.29%

S FOR: City of Edwardsville
ink Co.

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.20
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.21
(Typical desired ratio would be 1.3 to 1) Average ROI 12.05%

DISCOUNT RATE: 3.00%

	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
0	\$0	\$0	\$9,690	\$9,690	\$0	\$0	\$0	\$0	\$9,690	\$9,690	\$9,690	\$0
1	\$0	\$2,920	\$40,082	\$38,914	\$586	\$17,999	\$18,586	\$18,044	\$21,496	\$31,186	\$20,870	\$17,475
2	\$0	\$2,979	\$40,885	\$38,538	\$598	\$18,359	\$18,957	\$17,869	\$21,928	\$53,114	\$20,669	\$17,306
3	\$0	\$3,038	\$41,705	\$38,166	\$610	\$18,727	\$19,336	\$17,696	\$22,368	\$75,482	\$20,470	\$17,138
4	\$0	\$3,099	\$42,541	\$37,797	\$622	\$19,101	\$19,723	\$17,524	\$22,818	\$98,300	\$20,273	\$16,971
5	\$0	\$3,161	\$43,394	\$37,432	\$634	\$19,483	\$20,118	\$17,354	\$23,276	\$121,576	\$20,078	\$16,806
6	\$0	\$3,224	\$44,264	\$37,071	\$647	\$19,873	\$20,520	\$17,185	\$23,744	\$145,321	\$19,885	\$16,643
7	\$0	\$3,289	\$45,152	\$36,713	\$660	\$20,270	\$20,930	\$17,018	\$24,221	\$169,542	\$19,694	\$16,482
8	\$0	\$3,355	\$46,057	\$36,358	\$673	\$20,676	\$21,349	\$16,853	\$24,708	\$194,250	\$19,505	\$16,322
9	\$0	\$3,422	\$46,981	\$36,007	\$687	\$21,089	\$21,776	\$16,690	\$25,205	\$219,455	\$19,317	\$16,163
10	\$0	\$3,490	\$47,923	\$35,659	\$701	\$21,511	\$22,212	\$16,527	\$25,712	\$245,167	\$19,132	\$16,006
10	\$0	\$31,977	\$448,674	\$382,345	\$6,418	\$197,089	\$203,507	\$172,760	\$245,167	\$245,167	\$209,585	\$167,312



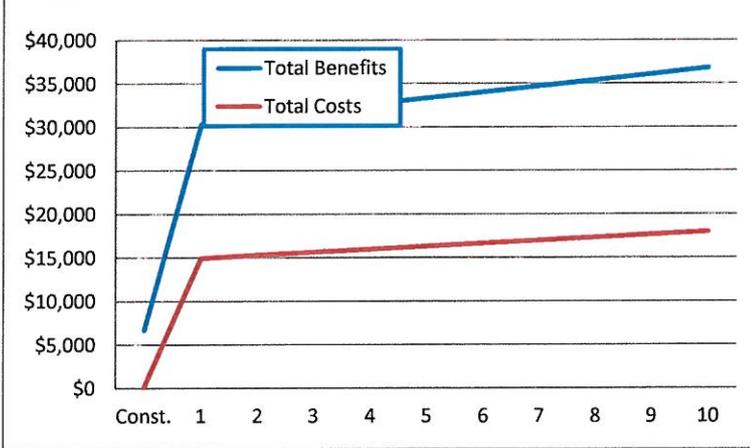
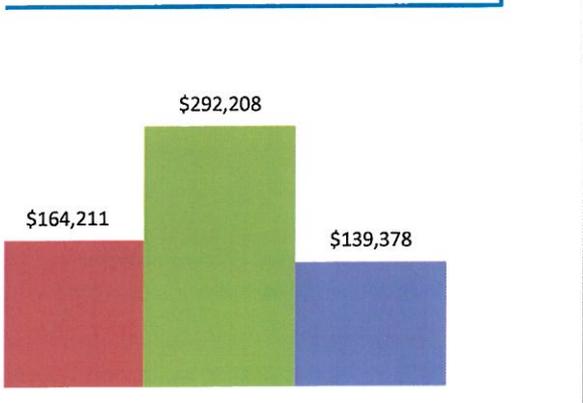
FOR: Wyandotte County
 Ink Co.

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.09
 Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.10
 Average ROI 10.90%

DISCOUNT RATE: 3.00%

Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
\$0	\$6,688	\$6,688	\$0	\$0	\$0	\$0	\$6,688	\$6,688	\$6,688	\$0
\$179	\$30,305	\$29,423	\$133	\$14,749	\$14,882	\$14,449	\$15,423	\$22,111	\$14,974	\$14,319
\$274	\$31,160	\$29,371	\$204	\$15,044	\$15,248	\$14,372	\$15,912	\$38,023	\$14,999	\$14,180
\$373	\$32,037	\$29,318	\$277	\$15,345	\$15,622	\$14,296	\$16,415	\$54,438	\$15,022	\$14,043
\$381	\$32,677	\$29,033	\$283	\$15,652	\$15,934	\$14,157	\$16,743	\$71,181	\$14,876	\$13,906
\$388	\$33,331	\$28,751	\$288	\$15,965	\$16,253	\$14,020	\$17,078	\$88,259	\$14,732	\$13,771
\$396	\$33,997	\$28,472	\$294	\$16,284	\$16,578	\$13,884	\$17,419	\$105,678	\$14,588	\$13,638
\$404	\$34,677	\$28,196	\$300	\$16,610	\$16,910	\$13,749	\$17,768	\$123,446	\$14,447	\$13,505
\$412	\$35,371	\$27,922	\$306	\$16,942	\$17,248	\$13,616	\$18,123	\$141,569	\$14,307	\$13,374
\$420	\$36,078	\$27,651	\$312	\$17,281	\$17,593	\$13,483	\$18,486	\$160,055	\$14,168	\$13,244
\$429	\$36,800	\$27,383	\$318	\$17,626	\$17,945	\$13,352	\$18,855	\$178,910	\$14,030	\$13,116
\$3,656	\$343,121	\$292,208	\$2,714	\$161,497	\$164,211	\$139,378	\$178,910	\$178,910	\$152,830	\$137,097

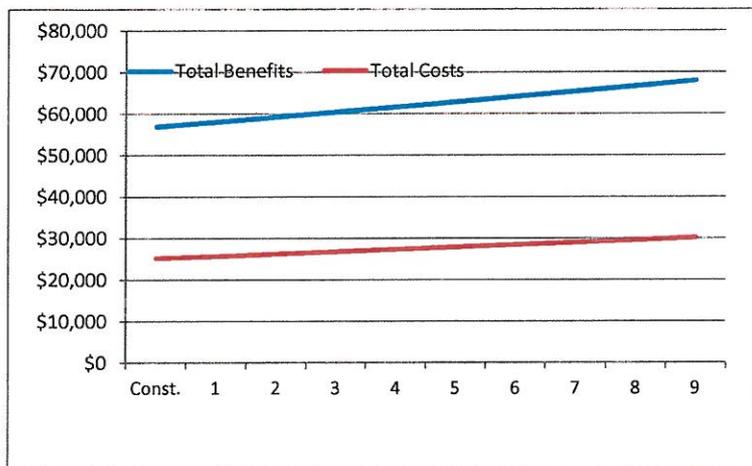
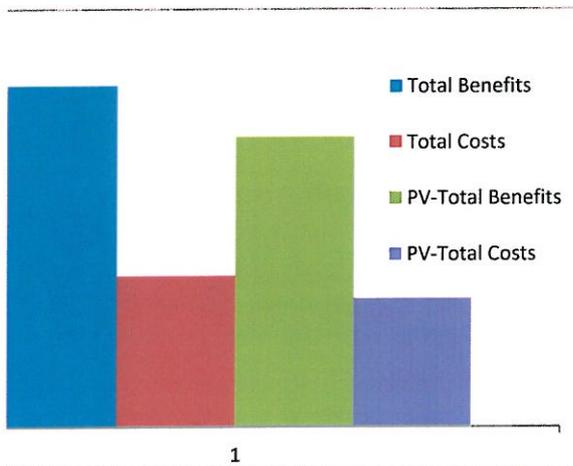
Total Costs ■ PV Total Benefits ■ PV Total Costs



TS FOR: Bonner Springs USD 204
International Ink Co.

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.26
Ratio of Present Value of Total Benefits to Present Value of Total Cost 2.26
(Typical desired ratio would be 1.3 to 1) Average ROI 12.64%

Discount Rate:	3.00%									
	Total Benefits	Net Present Value of Total Benefits	Additional Costs	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$9,171	\$56,880	\$55,223	\$1,265	\$23,855	\$25,119	\$24,388	\$31,760	\$31,760	\$30,835	\$23,160
\$9,354	\$58,017	\$54,687	\$1,290	\$24,332	\$25,622	\$24,151	\$32,396	\$64,156	\$30,536	\$22,935
\$9,541	\$59,178	\$54,156	\$1,316	\$24,818	\$26,134	\$23,917	\$33,043	\$97,199	\$30,239	\$22,712
\$9,732	\$60,361	\$53,630	\$1,342	\$25,315	\$26,657	\$23,684	\$33,704	\$130,904	\$29,946	\$22,492
\$9,927	\$61,569	\$53,110	\$1,369	\$25,821	\$27,190	\$23,454	\$34,378	\$165,282	\$29,655	\$22,273
10,125	\$62,800	\$52,594	\$1,397	\$26,337	\$27,734	\$23,227	\$35,066	\$200,348	\$29,367	\$22,057
10,328	\$64,056	\$52,083	\$1,424	\$26,864	\$28,289	\$23,001	\$35,767	\$236,116	\$29,082	\$21,843
10,534	\$65,337	\$51,578	\$1,453	\$27,401	\$28,854	\$22,778	\$36,483	\$272,598	\$28,800	\$21,631
10,745	\$66,644	\$51,077	\$1,482	\$27,949	\$29,431	\$22,557	\$37,212	\$309,811	\$28,520	\$21,421
10,960	\$67,977	\$50,581	\$1,512	\$28,508	\$30,020	\$22,338	\$37,957	\$347,767	\$28,243	\$21,213
100,418	\$622,818	\$528,718	\$13,850	\$261,200	\$275,050	\$233,494	\$347,767	\$347,767	\$295,224	\$221,736

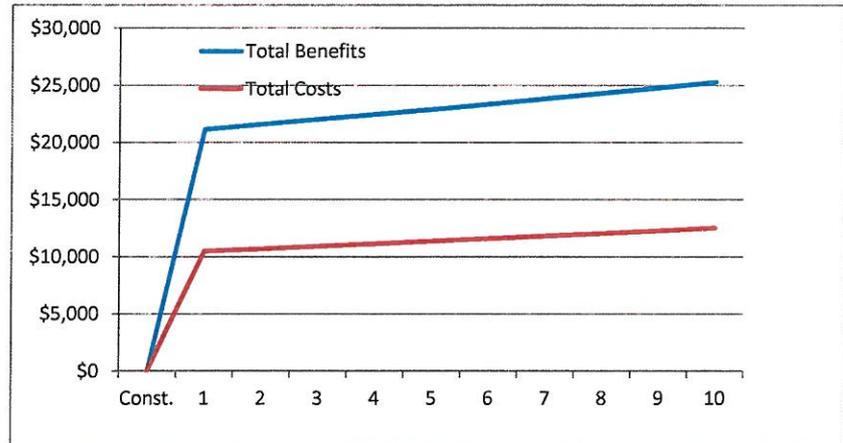
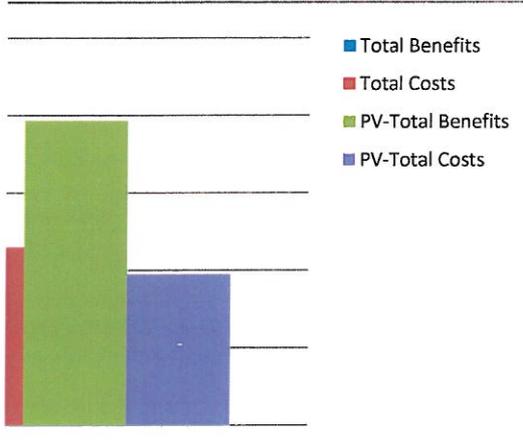


FOR: Kansas City Community College
International Ink Co.

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.02
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.02
(Typical desired ratio would be 1.3 to 1) Average ROI 10.22%

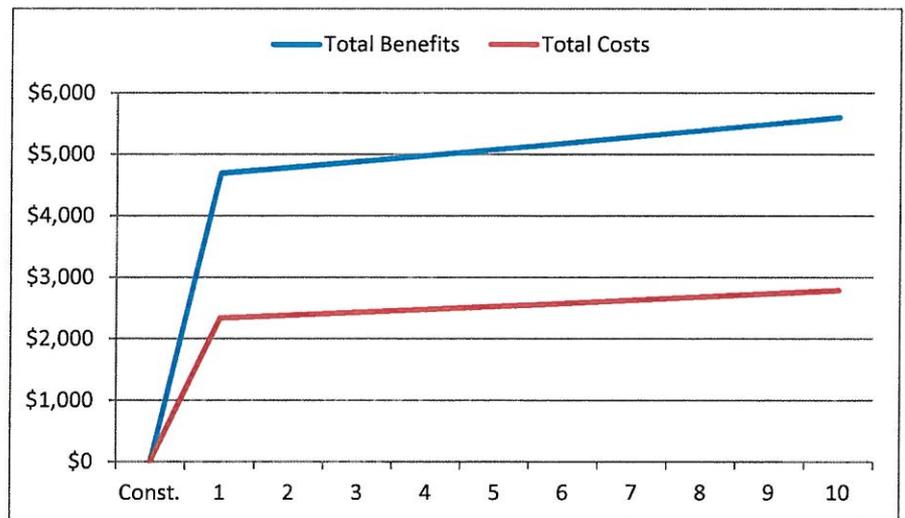
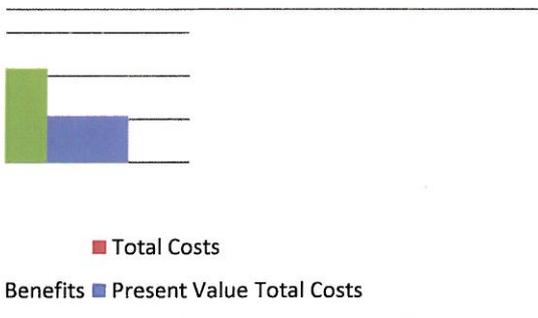
DISCOUNT RATE: 3.00%

Year	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$380	\$21,155	\$20,539	\$72	\$10,388	\$10,460	\$10,155	\$10,695	\$10,695	\$10,383	\$10,085
\$387	\$21,578	\$20,339	\$74	\$10,595	\$10,669	\$10,057	\$10,909	\$21,604	\$10,283	\$9,987
\$395	\$22,010	\$20,142	\$75	\$10,807	\$10,883	\$9,959	\$11,127	\$32,730	\$10,183	\$9,890
\$403	\$22,450	\$19,946	\$77	\$11,023	\$11,100	\$9,863	\$11,349	\$44,080	\$10,084	\$9,794
\$411	\$22,899	\$19,753	\$78	\$11,244	\$11,322	\$9,767	\$11,576	\$55,656	\$9,986	\$9,699
\$419	\$23,357	\$19,561	\$80	\$11,469	\$11,549	\$9,672	\$11,808	\$67,464	\$9,889	\$9,605
\$428	\$23,824	\$19,371	\$82	\$11,698	\$11,780	\$9,578	\$12,044	\$79,508	\$9,793	\$9,512
\$436	\$24,300	\$19,183	\$83	\$11,932	\$12,015	\$9,485	\$12,285	\$91,793	\$9,698	\$9,419
\$445	\$24,786	\$18,997	\$85	\$12,171	\$12,256	\$9,393	\$12,531	\$104,324	\$9,604	\$9,328
\$454	\$25,282	\$18,812	\$87	\$12,414	\$12,501	\$9,302	\$12,781	\$117,105	\$9,510	\$9,237
\$4,157	\$231,641	\$196,643	\$794	\$113,742	\$114,536	\$97,231	\$117,105	\$117,105	\$99,412	\$96,557



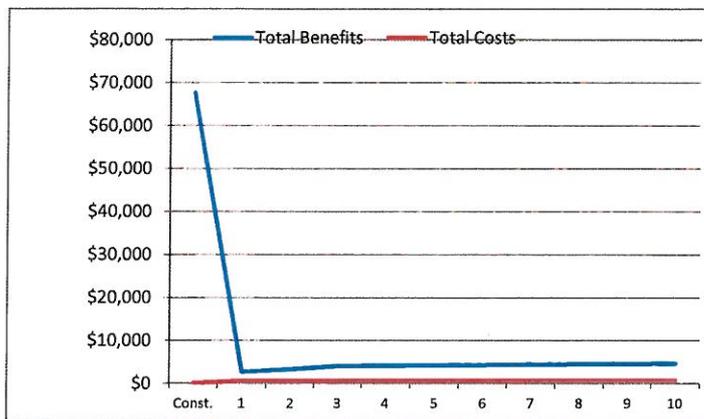
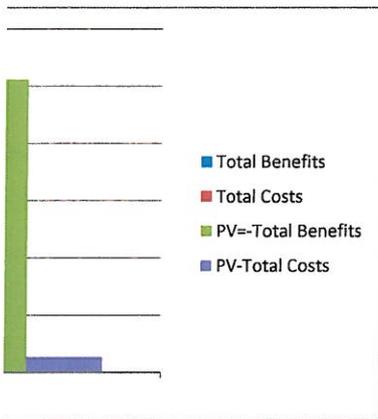
EFITS FOR: County Library **Ratio of Actual Benefits to Actual Costs Over the 15-Year Period:** 2.01
ational Ink Co. **Ratio of Present Value of Total Benefits to Present Value of Total Costs:** 2.01
DISCOUNT RATE: 3.00% **(Typical desired ratio would be 1.3 to 1)** **Average ROI** 6.76%

Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$80	\$4,685	\$4,549	\$24	\$2,302	\$2,327	\$2,259	\$2,359	\$2,359	\$2,290	\$2,235
\$82	\$4,779	\$4,505	\$25	\$2,348	\$2,373	\$2,237	\$2,406	\$4,765	\$2,268	\$2,214
\$84	\$4,875	\$4,461	\$25	\$2,395	\$2,421	\$2,215	\$2,454	\$7,219	\$2,246	\$2,192
\$85	\$4,972	\$4,418	\$26	\$2,443	\$2,469	\$2,194	\$2,503	\$9,722	\$2,224	\$2,171
\$87	\$5,072	\$4,375	\$26	\$2,492	\$2,518	\$2,172	\$2,553	\$12,275	\$2,202	\$2,150
\$89	\$5,173	\$4,332	\$27	\$2,542	\$2,569	\$2,151	\$2,604	\$14,879	\$2,181	\$2,129
\$91	\$5,276	\$4,290	\$27	\$2,593	\$2,620	\$2,130	\$2,656	\$17,536	\$2,160	\$2,108
\$92	\$5,382	\$4,249	\$28	\$2,645	\$2,672	\$2,110	\$2,709	\$20,245	\$2,139	\$2,088
\$94	\$5,490	\$4,207	\$28	\$2,698	\$2,726	\$2,089	\$2,764	\$23,009	\$2,118	\$2,068
\$96	\$5,599	\$4,166	\$29	\$2,752	\$2,780	\$2,069	\$2,819	\$25,828	\$2,098	\$2,047
\$881	\$51,303	\$43,552	\$264	\$25,211	\$25,475	\$21,626	\$25,828	\$137,835	\$21,925	\$21,402



DR: State of Kansas Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 17.43
 k Co. DISCOUNT RATE: 3.00% Ratio of Present Value of Total Benefits to Present Value of Total Costs: 19.32
 (Typical desired ratio would be 1.3 to 1) Average ROI 164.29%

PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Other Costs & Incentives	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
\$0	\$0	\$67,640	\$67,640	\$0	\$0	\$0	\$0	\$0	\$0	\$67,640	\$67,640	\$67,640	\$0
\$0	\$0	\$2,716	\$2,637	\$0	\$0	\$570	\$0	\$570	\$553	\$2,146	\$69,786	\$2,084	\$553
\$0	\$0	\$3,386	\$3,192	\$0	\$0	\$581	\$0	\$581	\$548	\$2,805	\$72,591	\$2,644	\$548
\$0	\$0	\$4,082	\$3,736	\$0	\$0	\$593	\$0	\$593	\$543	\$3,489	\$76,080	\$3,193	\$543
\$0	\$0	\$4,164	\$3,700	\$0	\$0	\$605	\$0	\$605	\$537	\$3,559	\$79,640	\$3,162	\$537
\$0	\$0	\$4,247	\$3,664	\$0	\$0	\$617	\$0	\$617	\$532	\$3,630	\$83,270	\$3,131	\$532
\$0	\$0	\$4,332	\$3,628	\$0	\$0	\$629	\$0	\$629	\$527	\$3,703	\$86,973	\$3,101	\$527
\$0	\$0	\$4,419	\$3,593	\$0	\$0	\$642	\$0	\$642	\$522	\$3,777	\$90,749	\$3,071	\$522
\$0	\$0	\$4,507	\$3,558	\$0	\$0	\$655	\$0	\$655	\$517	\$3,852	\$94,602	\$3,041	\$517
\$0	\$0	\$4,597	\$3,523	\$0	\$0	\$668	\$0	\$668	\$512	\$3,929	\$98,531	\$3,012	\$512
\$0	\$0	\$4,689	\$3,489	\$0	\$0	\$681	\$0	\$681	\$507	\$4,008	\$102,539	\$2,982	\$507
\$0	\$0	\$108,781	\$102,360	\$0	\$0	\$6,241	\$0	\$6,241	\$5,298	\$102,539	\$102,539	\$117,889	\$5,298



INX International Ink Co.
Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Number of Jobs Created (Includes related jobs from construction, etc.)	22	11
Number of New Residents in the Community	3	3
Number of Additional Students in the Local School District	1	1
Increase in Local Personal Incomes	\$87,500	\$1,949,271
Increase in Local Retail Sales	\$1,733,483	\$2,287,231
Increase in the Community's Property Tax Base	\$3,040,000	\$3,040,000



City of Edwardsville
 690 S. 4th St, Edwardsville, KS 66111
 913-441-3707 or 913-441-3805 fax

Control No #
ED-16-01-0006
ALTERNATE CONTROL #
PERMIT ISSUE DATE

PERMIT APPLICATION
This is not a Permit for Construction

OWNER/APPLICANT <u>D & C Contractors, Jack Cunningham / D & C Contractors, Jack Cunningham</u>	PHONE # _____
MAILING ADDRESS <u>122 Blake, Edwardsville, KS 66111 / 122 Blake, Edwardsville, KS 66111</u>	
PROJECT ADDRESS <u>122 Blake, Edwardsville, KS 66111</u>	
SUBDIVISION _____	LOT # _____
SECTION _____ TOWNSHIP _____ RANGE _____	PARCEL _____ ACRES _____
CONTRACTOR NA _____	LICENSE # _____
MAILING ADDRESS _____	PHONE # _____
HOMEOWNER CLAIMING EXEMPTION FROM LICENSURE: <i>LSLBC Notarized affidavit required</i> <u>No</u>	

PERMIT TYPE: Commercial _____ Industrial _____ Residential <u>X</u>	PLAN REVIEW: _____
PERMIT CATEGORY: <input type="checkbox"/> Manufactured Home <input type="checkbox"/> New Construction <input type="checkbox"/> Addition <input type="checkbox"/> Modular Building <input type="checkbox"/> Building Relocation <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Remodeling <input type="checkbox"/> Camp <input type="checkbox"/> Portable Building <input type="checkbox"/> Temporary Use Building <input type="checkbox"/> Change of Occupancy <input type="checkbox"/> Detached Building <input type="checkbox"/> Temporary Electrical Pole <input type="checkbox"/> Attached Building <input type="checkbox"/> Change of Contractor <input type="checkbox"/> Demolition <input type="checkbox"/> Flood Review <input type="checkbox"/> Fire Alarm <input type="checkbox"/> Permit Extensions <input type="checkbox"/> Other ()	TRADE PERMIT: <input type="checkbox"/> Electrical <input checked="" type="checkbox"/> Plumbing <input type="checkbox"/> Mechanical COMMERCIAL OCCUPANCY GROUP: Assembly () Business () Education () Factory and Ind. () High Hazard () Institutional () Mercantile () Residential (R3) Storage () Utility and Misc () Sprinkler Required ? Yes _____ No <u>X</u> TYPE _____
	Fire Marshal Project # _____ (NFPA 101 review) TOTAL SQ FT _____ LIVING SQ FT _____ CONSTRUCTION COST \$ <u>0.00</u> REMODEL COST \$ <u>0.00</u> TYPE OF FRAME: _____ TYPE OF HEATING: _____ TYPE OF COOLING: _____ UTILITIES: _____ TYPE OF WATER SUPPLY: _____ TYPE OF SEWERAGE: _____ APPROVAL # _____ TEMP _____ FINAL _____ POWER COMPANY: <u>ATMOS ENERGY</u> TEMP _____ FINAL _____
	THIS IS NOT A PERMIT FOR CONSTRUCTION

MANUFACTURED HOME INFORMATION:	
MH OWNER <u>Jack Cunningham</u>	MHPARK/LAND OWNER _____
MAILING ADDRESS _____	LOT # _____ HUD # _____
MAKE/MODEL _____	SERIAL # _____
	Size _____ MHC # _____

FLOOD ZONE INFO:	
FIRM Panel # <u>C20209C0140E</u>	Dated <u>9/2/2011</u> Flood Zone <u>X</u> Base Flood Elevation _____
Located in Floodway? <u>No</u>	If yes, Engineered No Rise Certificate is Required No Rise Cert? <u>No</u>
Structure to be placed in flood hazard area? <u>No</u>	Fill to be placed on property? <u>No</u>
If located in SFHA: Elevation Certificate: Construction Plans _____	Under Construction _____ Finished Construction _____
	Top of Bottom Floor _____ Lowest Adjacent Grade _____

Comments: Jack Cunningham 913-777-1788/ jack_amber08@yahoo.com

Permit Fee	\$ 25.00
Inspection Fee	\$ 75.00
Total Fees:	\$ 100.00
Paid by: <u>Jack Cunningham</u>	

APPLICANT/AUTHORIZED AGENT SIGNATURE	
I, the undersigned fully understand and agree to abide by the rules and regulations as outlined in Act 12 of the 2005 First Extraordinary Session (La. R.S. 1730.21 et seq.) , mandated January 1, 2007, local permitting and flood damage prevention ordinances, and all Parish & State Health regulations. The approval of this permit does not constitute an approval of any violation of any adopted construction codes; local, state, or federal laws.	
EXPIRATION: Permit is valid from date of issuance and shall become invalid if the work authorized is not started within 180 days of the issuance date. If the authorized work is suspended or abandoned for a period of 180 days, this Permit is void.	
All project work and previous inspections are subject to re-inspection at any given time by the inspector due to the continuation of work to verify all construction items remain in compliance	
SIGNATURE: _____	Application date: <u>1/21/2016</u>
PROCESSED BY: <u>Jessica Beaumont</u>	

PERFORMANCE AGREEMENT

Dated January 25, 2016

BETWEEN THE

CITY OF EDWARDSVILLE, KANSAS

AND

INX INTERNATIONAL INK CO.

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT dated January 25, 2016 (the “Agreement”), between the **CITY OF EDWARDSVILLE, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “City”), and **INX INTERNATIONAL INK CO.**, a Delaware corporation (the “Company”);

WITNESSETH:

WHEREAS, the City is authorized by Section 13 of Article 11 of the Kansas Constitution and K.S.A. 79-251, inclusive, as amended (the “Act”), to exempt from ad valorem taxation all or any portion of the appraised valuation of all buildings, together with the land upon which such buildings were located, and all tangible personal property associated therewith used exclusively by a business for the purpose of manufacturing articles of commerce for not more than ten calendar years after the calendar year in which the business commences its operations or in which expansion of an existing business is completed;

WHEREAS, pursuant to such authorization, the governing body of the City has passed and approved Ordinance No. 956 on January 25, 2016 determining that property belonging to the Company and used exclusively in the Company’s business of manufacturing and storing articles of commerce should be granted tax exemption for economic development purposes; and

WHEREAS, pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company’s desire to expand its operations in the City upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

“**Act**” means Section 13 of Article 11 of the Kansas Constitution and K.S.A. 79-251, inclusive, as amended.

“**Agreement**” means this Performance Agreement dated as of January 1, 2016, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“**Board of Tax Appeals**” means the State of Kansas Board of Tax Appeals.

“**City**” means the City of Edwardsville, Kansas.

“**Company**” means INX International Ink Co., a Delaware corporation, and its successors and assigns.

“**Event of Default**” means any Event of Default as described in **Section 5.1** hereof.

“**Exempt Period**” means calendar years 2017 through 2026, inclusive.

“**Project**” means an approximately 37,440 sq. ft. addition to the Company’s existing manufacturing and warehouse facility located at 2647 S. 96th Street, Edwardsville, Kansas.

“**Tax Payment**” means an amount equal to the amount set forth in **Section 2.3** hereof.

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Exempt Property. During the Exempt Period, the City agrees to use its best efforts to cause the Project to be exempt from exempt from real property taxation pursuant to the Act.

Section 2.2 Agreement to Make Tax Payments. The Company covenants and agrees that, for each calendar year during the Exempt Period that the Project is exempt from real property taxation, the Company will make a payment in lieu of tax to the City (or, if the City shall direct, to the County Treasurer) in an amount equal to the Tax Payment.

Section 2.3. Amount of Tax Payment. Each “Tax Payment” shall be equal to the following amount:

<u>Year</u>	<u>PILOT Amount</u>
2017	\$23,400
2018	\$23,800
2019	\$24,100
2020	\$24,500
2021	\$24,900
2022	\$25,300
2023	\$25,600
2024	\$26,000
2025	\$26,400
2026	\$26,800

For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

Section 2.4. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate on the date of the final Tax Payment.

Section 2.5. No Abatement of Special Assessments. The City and the Company hereby agree that the Act and any tax abatement with respect to the Project shall not apply to special assessments.

Section 2.6. Obligation of City to Effect Tax Abatement. The City agrees to use its best efforts to cause the Project to be exempt from real property taxes, and agrees to make all filings required by the Board of Tax Appeals; provided, however, the City shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Act. The City covenants that it will not knowingly take any action that the City has knowledge may cause the Project to no longer be exempt from property taxes. In the event the Project is determined to no longer be exempt from property taxes, the City shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Project to be exempt from property taxes, including cooperating with the Company in any related litigation. The Company agrees to pay to the City the costs that the City incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

Section 2.7. Credits for Tax Payments; No Duplicate Tax Liability. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay Tax Payments the amount of any ad valorem taxes (other than special assessments) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Project.

Section 2.8. Tax Abatement Order. The City and the Company acknowledge that, prior to the Project being determined to be exempt from real estate taxes, the City must obtain on behalf of the Company an order from the Board of Tax Appeals approving tax abatement on the Project for the Exempt Period.

Section 2.9. Determination of Appraised Value and Assessments. The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the City does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the City cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Project.

ARTICLE III

COVENANTS OF THE CORPORATION

Section 3.1. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

Section 3.2. Employment Certification. At any time that the City may request, for the term of this Agreement, the Company shall provide a written certification to the City stating the total number of employees employed at the Project.

Section 3.3. Chamber Membership. The Company agrees to maintain a membership with the Bonner Springs Edwardsville Area Chamber of Commerce during the term of this Agreement.

Section 3.4 Payment of Fees and Reimbursement or Payment of Costs.

(a) The Company agrees to pay to the City the standard fees charged by the City in connection with tax abatement projects. These fees include an initial application fee, which has been paid, City's Bond Counsel Fee, which shall be due promptly following the execution of this Agreement, and a fee equal to \$30,000 (the "Valuation Fee"). The Company agrees to pay the Valuation Fee to the City upon the issuance by the Board of Tax Appeals of the tax abatement order described in **Section 2.8** of this Agreement. The Company acknowledges receipt of a fee schedule from the City and acknowledges that the fee schedule may be adjusted or amended by the City at any time.

(b) The Company agrees to promptly reimburse the City, upon receipt by the Company of an invoice from the City, for any reasonable amounts that the City pays to any other party as a result of the City pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals, legal notice publication expenses, and the costs and expenses of the City's legal counsel. The Company agrees that the City may, in lieu of seeking reimbursement from the Company, forward any invoice received by the City to the Company, which invoice is for a cost which the City could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the City with evidence of such payment.

ARTICLE IV

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated without the express written consent of the City.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder; or
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous.

Section 5.2. Remedies on Default. Upon the occurrence of an Event of Default hereunder, the Company shall be given 60 days (or such longer period as the City and the Company may agree), following written notice by the City to the Company of the occurrence of such Event of Default, to cure such Event of Default. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the City. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the Company shall make a payment to the City (or as the City may otherwise direct) in an amount equal to

the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Project were not exempt from property taxes, and (iv) the amount of any costs and attorneys' fees incurred by the City as a result of such Event of Default and in enforcing this Agreement.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Company. The City reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the City but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the amount of the Tax Payments, the Exempt Period and the other terms of the tax abatement granted by the City with respect to such other projects may be more favorable than the terms provided for in this Agreement.

Section 6.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CITY OF EDWARDSVILLE, KANSAS

[SEAL]

By: _____
John McTaggart, Mayor

ATTEST:

Zachary Daniel, City Clerk

INX INTERNATIONAL INK CO.,
a Delaware corporation

By: _____

RESOLUTION NO. 2016-02

A RESOLUTION OF THE CITY OF EDWARDSVILLE, KANSAS, MAKING CERTAIN FINDINGS OF FACT AS REQUIRED BY K.S.A. 79-251 WITH RESPECT TO A PROPERTY TAX EXEMPTION TO BE GRANTED TO INX INTERNATIONAL INK CO.

WHEREAS, INX International Inc Co., a Delaware corporation (the “Company”) has applied to the City of Edwardsville, Kansas (the “City”) for a property tax exemption pursuant to the provisions of Article 11, Section 13 of the Kansas Constitution for the expansion of property located at 2647 S. 96th Street, Edwardsville, Kansas (the “Project”) to be used for one or more of the exempt purposes set forth in Article 11, Section 13 of the Kansas Constitution; and

WHEREAS, the governing body of the City has investigated the facts regarding the property to be constructed and the use to which the Company will put such property;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF EDWARDSVILLE, KANSAS:

Section 1. The governing body of the City has determined and makes a factual finding that the property for which the exemption is to be granted will be used exclusively in the Companies’ business of manufacturing and storing articles of commerce as specified in Article 11, Section 13 of the Kansas Constitution. The Edwardsville manufacturing plant produces Energy Curable inks and coatings for commercial printers throughout North America including exports into Europe. Edwardsville is the primary manufacturing location for INX International’s Energy Curable inks and coatings.

Section 2. The governing body has further determined and makes a factual finding that the Company is not relocating to the City from another city or county within the state of Kansas. Therefore, approval of the Kansas Secretary of Commerce is not required.

Section 3. In consideration of the Companies’ decision to expand within the City and construct the Project, the City hereby evidences its intent to take all appropriate action upon receipt of a completed application from the Company to request the Kansas Board of Tax Appeals to approve a 10-year ad valorem property tax abatement for any expansion of the Project if such expansion is commenced within the current calendar year. The Company will agree to make payments in lieu of tax to the City in an approximate amount of 50% of the property taxes that would have been due with respect to the expansion but for such property tax abatement:

Section 4. This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the City.

ADOPTED by the governing body of the City of Edwardsville, Kansas, this 25th day of January, 2016.

John McTaggart, Mayor

[SEAL]

ATTEST:

Zachary Daniel, City Clerk

ORDINANCE NO. 956

**AN ORDINANCE EXEMPTING CERTAIN PROPERTY IN THE
CITY OF EDWARDSVILLE, KANSAS FROM AD VALOREM
TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES**

WHEREAS, Article 11, Section 13 of the Kansas Constitution permits the governing body of any city by ordinance to exempt from ad valorem taxation all or any portion of the appraised valuation of all buildings, together with the land upon which such buildings were located, and all tangible personal property associated therewith used exclusively by a business for the purpose of manufacturing articles of commerce for not more than ten calendar years after the calendar year in which the business commences its operations or in which expansion of an existing business is completed; and

WHEREAS, the governing body of the City of Edwardsville, Kansas (the "City"), after conducting a public hearing pursuant to published notice as provided by law, has determined that property belonging to INX International Ink Co., a Delaware corporation (the "Company") and used exclusively in the Company's business of manufacturing and storing articles of commerce should be granted tax exemption for economic development purposes; and

WHEREAS, the governing body of the City has by resolution heretofore made the findings of fact required by K.S.A. 79-251;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDWARDSVILLE, KANSAS:

Section 1. Grant of Exemption. In accordance with Article 11, Section 13 of the Kansas Constitution, and pursuant to K.S.A. 79-251, Resolution No. 2016-__ of the City and this Ordinance, the approximately 37,440 sq. ft. expansion of the Company's existing facility located at 2647 S. 96th Street, Edwardsville, Kansas, is hereby exempted from ad valorem property taxation for a term of ten calendar years, commencing with the calendar year 2017.

Section 2. Authorization of Performance Agreement. The form of the Performance Agreement exhibited to the governing body of the City at this meeting is hereby approved, with such minor corrections or modifications as may be approved by the Mayor, such approval to be conclusively evidenced by execution of such agreement by the Mayor and City Clerk, and the Mayor and City Clerk are hereby authorized to execute the Performance Agreement on behalf of the City.

Section 3. Transferability of Exemption. The ad valorem tax exemption hereby granted shall not be transferable without the express approval of the City if there is a change in ownership of the exempt property.

Section 4. Copies of Documents. A copy of this Ordinance, a copy of the fully executed Performance Agreement and copies of the other proofs of compliance with the requirements of K.S.A. 79-251 shall be provided to the owner of the property and to the County Appraiser for the Unified Government.

Section 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage and signature and publication in the official city newspaper as provided by law.

PASSED AND SIGNED January 25, 2016.

John McTaggart, Mayor

[SEAL]

ATTEST:

Zachary Daniel, City Clerk

**TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
DATE: JANUARY 25, 2016
SUBJECT: CONTRACT FOR SOLID WASTE**

RECOMMENDATION

City Council to consider authorizing the City Manager to enter into an agreement with Deffenbaugh Industries for residential solid waste and recycling collection services.

FINANCIAL IMPACT

Residential solid waste and recycling collection services is a self-supporting fund with all charges and expenses accounted for within the fund. Solid waste and recycling services are not tax supported.

BACKGROUND

As you know, Deffenbaugh Industries is the city's current solid waste provider and has served as the sole provider of residential services for the last 10 years. After several Council discussions, workshops and pilot automated garbage and recycling collection program, the Council directed staff to negotiate a new contract with Deffenbaugh Industries for automated garbage and recycling collections. The program will provide each residential customer with a 95 gallon tote for garbage and a 65 gallon tote for recycling. For reference, we have about 1,100 residential customers. The general conditions of the contract are a five (5) year term beginning February 1, 2016 and terminating December 31, 2020, an initial rate of \$14.40 with an annual adjustment of 1.5%, a rate opener in 2018 if the city pursues contracted commercial services and provision of municipal services (i.e. city hall, fire and police departments, public works and parks) at no additional cost. A complete copy of the proposed contract is attached for your review.

In closing, staff recommends the City Council authorize the City Manager to enter into an agreement with Deffenbaugh Industries for residential solid waste and recycling collection services.

MUNICIPAL RECYCLING AND WASTE AGREEMENT

This Municipal Recycling and Waste Agreement (the "Agreement") is entered into on January 25, 2016 (the "Effective Date"), by and between the **City of Edwardsville, Kansas**, a municipal corporation created under the laws of the State of Kansas ("City"), and **Deffenbaugh Industries, Inc.** ("DII"), a Missouri corporation.

Recitals

A. The City desires to provide its citizens with environmentally sound solid waste collection and disposal and recyclable materials collection;

B. DII and its affiliates have extensive experience in providing solid waste and recyclable materials collection, disposal and processing; and

C. The City has determined that it would be in the best interests of its citizens to contract with DII for the collection of its residential solid waste and recyclable materials according to the terms and conditions contained herein.

Agreements

I. DEFINITIONS

a. Acceptable Waste – shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass and metal materials, but excluding Excluded Waste as defined herein. Waste shall be considered "Acceptable Waste" only if properly contained within 96-gallon Carts placed at the curbside on the proper weekly collection day, but occasional overflow of waste is permitted if properly sealed in plastic or paper garbage bags in proximity to the Cart. As used herein, the term "waste" shall mean Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to DII upon collection in DII vehicles.

b. Excluded Waste – shall mean, without limitation, any regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; containerized wastes, the contents of which are not able to be identified; sludges; waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; biohazards or regulated medical waste; friable asbestos; construction and demolition waste; soil, sod, and stumps; paint; motor oil; excessive storm debris or debris resulting from weather events such as hurricanes or tropical storms; or any item too large or heavy to be contained within a 96-gallon Cart including waste tires. Title to and liability for Excluded Waste shall remain with the resident that generated the Excluded Waste at all times.

c. Recyclables or Recyclable Materials – are defined in Exhibit A. Title to Recyclable Materials shall transfer to DII upon collection in DII vehicles.

d. Residential Unit – shall mean a single family, duplex, tri-plex and four-plex residential units within the corporate limits of the City occupied by a person or persons as a domicile. A residential unit shall be deemed occupied when either domestic water or light and power services are being supplied thereto. Apartment or condominium buildings with more than four (4) or more individual dwellings shall be considered commercial establishments and shall not be considered Residential Units.

II. TERM

The initial term of this Agreement shall be for five (5) years commencing on February 1, 2016, and expiring December 31, 2020 and thereafter may renew for successive renewal terms of one-year if mutually acceptable in writing.

On or around January 1, 2018, the City and DII shall meet and discuss DII being the exclusive service provider of commercial entities within the City. If the parties agree upon the terms and conditions governing such services, the Parties may amend and renew this Agreement to broaden its scope so as to include all commercial establishments within the City.

III. SERVICES

a. DII shall furnish, at its sole cost and expense, the labor, equipment, licenses, permits, and other requirements necessary to provide Acceptable Waste and Recyclable Materials collection to all Residents Units of the City, which currently consists of approximately 1,100 Residential Units (the "Service"). As part of the Service, DII shall:

- i. Cart Supply. Each Residential Unit will be provided a 96-gallon Cart for Acceptable Waste; new Residential Units will be provided a 96-gallon Cart for Acceptable Waste as they are added to the City. Each Residential Unit will also be provided a separate 65-gallon Cart for Recyclable Materials, and new Residential Units will also receive a 65-gallon Cart for Recyclable Materials as they are added to the City. The Carts and equipment DII may furnish Residents and the City shall remain DII's property.
- ii. Acceptable Waste Collection Frequency, Days and Times. Acceptable Waste shall be collected from the curbside once per week from each Residential Unit on a weekday or weekdays to be agreed by DII and City. Collections shall occur during ordinary hours but in no instance earlier than 6:00 A.M., nor later than 7:00 P.M. All Acceptable Waste must be placed at the curb for collection no later than 6:00 A.M. on scheduled day of collection.
- iii. Recyclable Materials Collection Frequency, Days and Times. DII shall provide recycling collection services to Residential Units on a weekly basis, subject to the terms and conditions in Exhibit A. The City and Residential Units shall ensure that only materials acceptable in accordance with Exhibit A are placed in the recycling containers. DII reserves the right to refuse recycling services where the materials are not properly segregated from waste or other non-recyclable material. Collections shall occur during ordinary hours but in no instance earlier than 6:00 A.M., nor later than 7:00 P.M.
- iv. City Facilities Collection. The equipment and services will be provided to the City for no additional charge:

City Hall 8yd recycle container plus toters serviced 1 time weekly
 Fire Dept. 6yd Trash container serviced 1 time weekly
 City Park 8yd Trash container and wheelchair accessible portable toilet unit,
 both serviced twice per week
 River Park Wheelchair accessible portable toilet unit serviced twice per week
 Public Works 20 yd. open top at a location to be determined with four (4) tons
 allowance per container. Additional tonnage beyond the 4-ton threshold shall be
 charged at \$30 per ton. This container shall be used as the receptacle for
 residents' waste tires.

In addition, DII shall provide the City with two (2) 40 yd. open top containers per
 year with four (4) tons allowance per container. Additional tonnage beyond the 4-
 ton threshold shall be charged at \$30 per ton. Additional boxes beyond the two
 containers per year shall be charged at \$275 per box. DII retains ownership of the
 containers.

- v. Exclusions from the Service – Notwithstanding anything to the contrary herein, the Service shall not include bulk or white goods collection, construction or demolition waste collection, or Christmas tree collection. The Service also shall not include commercial establishments.
 - vi. Disposal. DII shall dispose or arrange to dispose of the Acceptable Waste collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste
 - vii. Holiday Schedule. The following shall be designated holidays on which the Service shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a designated holiday falls on a regularly scheduled Service day, the Service will be performed on the next weekday
 - viii. Cart Replacement. DII shall replace at no charge to the City or the individual Residential Unit any Cart that becomes damaged or destroyed during the provision of the Service, or that becomes unusable because of ordinary wear and tear. However, if a Cart in the possession of a Residential Unit is lost, stolen, damaged, or destroyed through no fault of DII, the occupant of the Residential Unit shall be responsible to compensate DII the fair market value for the replacement of such Cart. The Residential Unit shall be billed separately for such replacement cost.
- b. Compliance with Laws. The Service shall be performed in accordance with all applicable statutes, laws, rules, regulations and ordinances
 - c. Personnel and Equipment. The Service shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to complete the Service in a safe and timely manner
 - d. Complaints and Missed Pick-Ups. All complaints as to DII's provision of the Service, including alleged missed pick-ups, shall be given prompt and courteous attention. DII shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups within two (2) weekdays, conditions permitting. When DII is notified by the City via telephone, e-mail or by fax, of a missed pick-up, DII will respond to the City within one (1) day after being notified to confirm the missed pick-up was caused by DII's failure. Missed pick-ups resulting from rejected loads, force majeure or any other reasons outside the control of DII shall not be assessed a penalty. Upon confirmation by DII of a missed pick-up, the City may charge a penalty equal to \$5.00 per missed pick-up, but only if the missed pick-up(s) is not remedied within two (2)

weekdays as described above. Notwithstanding any of the above, DII shall have the right to dispute and appeal any penalty assessed within five (5) days of DII's receipt of the bill.

e. Anti-Discrimination. In performing the Service, DII shall not discriminate against any person on the basis of race, religion, sex, national origin, political affiliation, or physical and mental disability.

f. Exclusive. The City grants the exclusive right to perform the Services set forth in this Agreement. The City agrees to not allow anyone other than DII to engage in the collection of residential waste within the City.

IV. HOUSE COUNT AND ADJUSTMENTS

The estimated house count at the commencement of the term hereunder shall be 1,100 Residential Units; however, the Parties shall verify this house count prior to the initial billing under this Agreement and shall adjust the house count for billing purposes accordingly. Either Party may propose a prospective adjustment to the house count at any time during the term of this Agreement upon reasonable notice to the other Party, which adjustment shall be investigated jointly by the Parties to establish a new house count to apply thereafter. DII shall keep accurate route sheets and/or a Residential Unit database that shall be provided to City promptly upon its request.

If the number of Residential Units serviced under this Agreement substantially increases as a result of residential growth during any single calendar year period, DII and the City agree to revisit the residential rates in order to determine if the recent influx of residents merits an adjustment to the residential rates due to operational and routing efficiencies attributable to the increase in City population. Any resulting adjustment to the rates must be agreed upon by both parties in writing.

V. FEES AND PAYMENTS

a. Service Fee per Residential Unit. The fees to be paid by the City to DII hereunder are based on the collection of one (1) Acceptable Waste and one (1) Recyclable Materials Cart per Residential Unit, placed at the curbside, at the frequency identified in this Agreement. The fee per Residential Unit, per month, shall be Fourteen Dollars and 40/100 (\$14.40). The monthly fee paid to DII shall be calculated based upon the current house count at the time each invoice is generated, times the fee per Residential Unit [*e.g.*, Current House Count x Fee = Monthly Invoice Amount]. In the event additional 40 yard roll off containers are provided the charge shall be \$275.00 per container per month and any additional tons over four (4) tons shall be assessed at Thirty Dollars (\$30.00) per ton.

b. Annual Increase. The fee per Residential Unit shall be adjusted commencing on the 2nd anniversary of this Agreement (January 1, 2017) by one and one-half percent (1.5%). Any increase in the charges and/or tonnage fees for extra roll off containers commencing on the 2nd anniversary of this Agreement shall be mutually agreed to between the parties.

c. Invoices and Payment. Invoices shall be submitted by DII on a monthly basis. The City shall have thirty (30) days from the invoice date to remit payment in full. Payment by City shall be made by check or wire transfer or ACH debit. The maximum interest permitted by law shall be applied to balances due and unpaid after more than fifteen (15) days beyond the due date.

d. Changes in Law. Notwithstanding anything to the contrary in this Agreement, DII shall be entitled to pass through to, and collect from, the City any additional collection or disposal costs, taxes, or surcharges incurred by DII as a result of any mandated changes in local, state or federal laws or regulations governing the generation, collection, transportation, processing, sorting and disposal of solid waste and/or recyclable materials.

VI. DEFAULT AND TERMINATION

Except as otherwise provided in the *Force Majeure* provision of this Agreement, the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall the Parties be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

VII. FORCE MAJEURE

DII's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, DII shall notify the City immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

VIII. INDEMNIFICATION

a. To the fullest extent permitted by law, the City agrees to indemnify, defend, and hold DII harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the City's breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of the City, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. DII agrees to indemnify, defend, and hold the City harmless from and against all claims and actions, suits, debts, damages, liabilities and costs whatsoever, including but not limited to attorneys' fees and costs of defense, based upon or arising out of the breach of this Agreement, and based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused in whole or in part by the negligent acts or omissions of DII, or

any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provisions to the contrary, DII shall not be responsible for any damage to pavement or curbing that is the result of ordinary wear and tear during the performance of the Service.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

IX. INSURANCE

DII shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Service, DII shall deliver to City a certificate of insurance evidencing the required coverages. This certificate shall provide that any change restricting or reducing coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of cancellation is provided.

X. MISCELLANEOUS PROVISIONS

a. **Independent Contractor.** DII shall perform the Service as an independent contractor. DII, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. DII at all times shall have exclusive control of the performance of the Service. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control DII, its officers, employees, agents, contractors, or subcontractors, nor to determine the manner in which DII shall perform its obligations under the Agreement.

b. **Amendments.** No amendment to this Agreement shall be made except upon the written consent of both Parties.

c. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter and supersedes any prior and contemporaneous agreements and understandings, express or implied.

d. **Waiver.** A waiver by either Party of any breach of any provision hereof shall not be taken or held to be a waiver of any subsequent breach, whether similar or dissimilar, or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

e. Severance. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the balance of this Agreement shall remain in effect and binding on the Parties.

f. Choice of Law. This Agreement shall be governed by the laws of the state where the services are being performed, without regard to choice of law rules.

g. Assignment. Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party, except that DII may assign its rights and obligations under this Agreement to any DII affiliate without the City's consent. An assignment shall not relieve the assignee of any obligations under this Agreement.

h. Notice. All notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by certified mail, return receipt requested, or by overnight courier, with copies to counsel for the respective Parties.

IN WITNESS THEREOF, the parties have executed this Municipal Recycling and Waste Agreement as of the Effective Date indicated above.

Deffenbaugh Industries, Inc.

Edwardsville, Kansas

Signature: _____

Signature: _____

Printed

Printed

Name:

John Blessing

Name:

Michael Webb

Title:

Public Sector Solutions Kansas and
Missouri Area

Title:

City Manager

Exhibit A
Single Stream Recycling

The list of items below represents the current materials currently being accepted by DII as Recyclables. This list may expand or contract due to market conditions.

Acceptable Recyclables (“Recyclables”)	Unacceptable Materials
	Glass of any type including, but not limited to Glass food and beverage containers ; Mirrors Window or auto glass
Aluminum food and beverage containers	Microwave trays
Ferrous (Iron) cans PET plastic containers with the symbol #1 – with screw tops only, without caps	Light Bulbs
HDPE natural plastic containers with the symbol #2 – (milk and water bottles)	Ceramics
HDPE pigmented plastic containers with the symbol #2, without caps (detergent, shampoo bottles, etc.)	Porcelain
Plastics with symbols #3, #4, #5, #6, #7-narrow and screw top containers—without caps	Plastics unnumbered
Newsprint	Plastic bags
Old corrugated cardboard	Coat hangers
Magazines and Mail	Glass cookware/bakeware
Catalogs and Telephone books	Household items such as cooking pots, toasters, etc.
Cereal boxes	
Printer paper and copier paper	
All other office paper without wax liners	

- I. Additional Specifications
 - a. All tin cans, bi-metal cans, and aluminum cans must be empty and contain less than 5% food debris.
 - b. All aerosol cans must be empty with less than 5% content
 - c. All plastic containers must be empty, caps removed; less than 5% food debris.
 - d. All Fiber must be dry and free of food debris and other contaminating material.
 - e. Tissues, paper towels or other paper that has been in contact with food is not acceptable.

- II. Recyclables may contain up to 5% Unacceptable Materials, provided however, Recyclables may not:
 - a. Materially impair the strength or the durability of the DII’s structures or equipment;
 - b. Create flammable or explosive conditions in DII’s facilities;
 - c. Contain dry cell batteries of lead acid batteries;
 - d. Contain chemical or other properties which are deleterious or capable of causing material damage to any part of DII’s property, its personnel or the public; or,
 - e. Contain Excluded Waste as defined in the Agreement.

- III. If loads of the mixed recyclables materials do not meet DII’s specifications for acceptable recyclables or are otherwise not properly segregated from the waste, DII shall have the right to reject the load in whole or in part, or to handle the contaminated load and impose additional reasonable charges on the City or Resident.

- IV. Upon written notice to the City and Residents, DII may discontinue acceptance of any category of recyclable materials as a result of market conditions related to such materials

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
ZACHARY DANIEL, ASST. TO THE CITY MANAGER/CITY CLERK
DATE: JANUARY 25, 2016
SUBJECT: AMENDING APPENDIX A FEE SCHEDULE

RECOMMENDATION

City Council to consider Ordinance No. 957 amending Appendix A Fee Schedule of the Edwardsville Code of Ordinances

FINANCIAL IMPACT

Costs for solid waste services are covered by user fees and charges for such services and are accounted for in the solid waste fund.

BACKGROUND

Utility related fees are detailed under Article A8.000 of Appendix A Fee Schedule of the Code of Ordinances for the City of Edwardsville. If the City Council approves the new contract for solid waste services discussed in the previous agenda item, then this section of City Code must be amended to match the new terms of the agreement. Service charges would be changed from \$12.95 to \$14.95 per month in the fee schedule.

Staff recommends adopting Ordinance No. 957 amending Appendix A Fee Schedule of the Edwardsville Code of Ordinances.

ORDINANCE NO. 957

AN ORDINANCE AMENDING THE CODE OF THE CITY OF EDWARDSVILLE, KANSAS (“CODE”), APPENDIX A FEE SCHEDULE AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE.

WHEREAS, the City levies fees and charges for various municipal services; and

WHEREAS, such fees and charges are reviewed and amended from time to time to ensure the fees and charges are appropriate to cover expenses related to such municipal services; and

WHEREAS, such fees and charges are contingent on contracted terms of agreement which are from time to time amended when new agreements are developed.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EDWARDSVILLE, KANSAS:

Section 1. Article A8.000, Utility Related Fees of Appendix A Fee Schedule of the Code of Ordinances, City of Edwardsville, Kansas is hereby amended to read as follows:

Sec. A8.001 Solid waste

(a) Service charge: \$14.95 per month.

Section 2. All other ordinances or parts of ordinances in conflict with the provisions of this ordinance shall be and are hereby repealed.

Section 3. This Ordinance shall take effect and be in force from and after its passage and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF EDWARDSVILLE, KANSAS ON THIS 25th DAY OF JANUARY, 2016.

John McTaggart, Mayor

ATTEST:

Zachary Daniel, City Clerk

APPROVED AS TO FORM:

David Duckers, City Attorney

**TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
DATE: JANUARY 25, 2016
SUBJECT: NORTH END SEWER PROJECT DESIGN SERVICES**

RECOMMENDATION

City Council to consider authorizing the City Manager to enter into a professional services agreement with BHC Rhodes for final design including bidding services and construction observation for the North End Sewer Project.

FINANCIAL IMPACT

The proposed maximum fee for final design is \$30,000. Funding for this work will be from the Economic Development fund. Construction Observation is \$65,000, with funding from future temporary notes/general obligation bonds.

BACKGROUND

The City has been developing a plan to provide sewer service to the northern portion of Edwardsville in the vicinity of 110th St and I-70 for several years. Preliminary plans were completed in 2012 with an update in 2014 to consider an additional service area outside of the city. Per previous City Council direction, staff requested a proposal from BHC Rhodes for final design for Phase 1 of the North End Sewer Project including a primary lift station and force main. BHC Rhodes also included construction observation services for actual construction of the lift station and force main. Construction observation is required by the Kansas Department of Health and Environment (KDHE) for all sewer construction projects. After a series of informational sessions with BHC Rhodes and the Edwardsville City Council, staff has determined that the next step is to initiate the final design process.

In closing, staff recommends the City Council authorize the City Manager to enter into a professional services agreement with BHC Rhodes for final design including bidding services as well as construction observation for the North End Sewer Project.

AGREEMENT FOR PROFESSIONAL SERVICES

November 3, 2015

For

**Final Design and Construction Observation
of LTC Sewer Extension
Edwardsville, KS**

Between

BRUNGARDT HONOMICHL AND COMPANY, P.A.

And

City of Edwardsville, Kansas

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, originally effective the ___ day of November, 2015, by and between Brungardt Honomichl & Company, P.A. (hereinafter referred to as Consultant), a professional corporation with offices at 7171 College Blvd, Suite 400, Overland Park, Kansas 66210, and the City of Edwardsville, (hereinafter referred to as Client or City), 690 S. 4th Street, P O Box 13738, Edwardsville, KS 66111.

WITNESSETH:

WHEREAS, Client requires professional services for final design and construction observation of the LTC sewer extension to include a lift station and force main to serve future development near 110th and Riverview and connect to the UG sewer system north of I-70 near the Chateau Avalon site in general conformance to the preliminary plans already prepared, and,

WHEREAS, Consultant is prepared to provide such services;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1.0 – SERVICES TO BE PERFORMED BY CONSULTANT. Consultant shall perform the Services described in **Attachment A - Scope of Services**, which is attached hereto and incorporated by reference as part of this agreement.

ARTICLE 2.0 – COMPENSATION AND TERMS OF PAYMENT. Client shall pay Consultant for performance of services in accordance with fees presented in **Attachment B - Compensation**, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks based on completion of the individual work items described in the Fee Schedule. Payment shall be due upon receipt and shall be considered past due after 30 days. After 30 days, an interest fee of 0.5% per month shall be applied for all late amounts.

ARTICE 3.0 – ADDITIONAL SERVICES. Additional services may be provided after execution of this agreement without invalidating this agreement. Upon recognizing the need to perform additional services that may arise as the project proceeds, the Consultant shall notify the Client. The Consultant however shall not proceed to provide such services until the Consultant receives the Clients written authorization. Additional services provided in accordance with this section shall entitle the Consultant to additional compensation.

ARTICLE 4.0 – CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

ARTICLE 5.0 – GENERAL OBLIGATIONS OF CONSULTANT. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Consultant shall exercise usual and customary professional care in its effort to comply with rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Client.

ARTICLE 6.0 – GENERAL OBLIGATIONS OF THE CLIENT. The Client shall provide payment to the Consultant as provided in Article 2.0, Compensation.

Client shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

Client shall make available to the Consultant any documents, drawings, electronic files, specifications, files or other information necessary in the execution and completion of the Services. The Client shall furnish, at the Client's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Client shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Consultant.

ARTICLE 7.0 – OWNERSHIP OF DOCUMENTS. The Client acknowledges the Consultant’s documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the Services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or cost, including reasonable attorneys’ fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the City or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

ARTICLE 8.0 – INSURANCE. Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the Client in the following amounts:

1. Workers Compensation, including occupational disease.
(Statutory Limits)
2. General (Public) Liability
 - Bodily Injury \$1,000,000
 - Property Damage \$1,000,000
3. Automobile Liability (hired, owned, non-owned)
 - Bodily Injury \$1,000,000
 - Property Damage \$1,000,000
4. Professional Liability \$1,000,000

Upon request by the Client, the Consultant shall provide the Client with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days notice in writing to the Client.

ARTICLE 9.0 - INDEMNIFICATION. The Consultant shall indemnify the City and hold it and its officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant’s employees) by reason of any negligent act, omission or neglect on the part of the Consultant’s employees.

The City shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the City’s employees) by reason of any negligent act, omission, or neglect on the part of the City’s employees.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 10.0 – TERMINATION AND SUSPENSION. Either party may terminate this Agreement at any time by giving the other party five (5) calendar days written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

If the Client fails to make payment in accordance with this Agreement or otherwise is in material breach of this Agreement, the Consultant may suspend the performance of services upon five (5) calendar days written notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full for all outstanding amounts due the Consultant, or curing of other such breach which caused the Consultant to suspend services, the Consultant may resume services and there shall be equitable adjustment to the remaining project schedule and fees as a result of such suspension.

ARTICLE 11.0 – NON-DISCRIMINATION. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

ARTICLE 12.0 – STATUS. The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the Client.

ARTICLE 13.0 – GOVERNING LAW AND JURISDICTION. The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kansas.

ARTICLE 14.0 – DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

ARTICLE 15.0 – THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

ARTICLE 16.0 – JOBSITE SAFETY. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

ARTICLE 17.0 – HAZARDOUS MATERIALS. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 18.0 – SEVERABILITY. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 19.0 – ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

Brungardt Honomichl & Company, P.A. City of Edwardsville, Kansas

By: _____ **By:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____

ATTACHMENT A SCOPE OF SERVICES

The Consultant shall provide the following services for final design and construction observation of sanitary sewer improvements:

FINAL DESIGN AND BID DOCUMENTS

- Attend a kick-off meeting with the City to review the preliminary plans previously prepared, update needs for final plans, establish final design criteria, discuss general configuration of phased lift station construction, and establish schedule for the project.
- Meet once with City and property owners/developers if desired, to discuss the submitted preliminary plans.
- Based on comments received, finalize alignment and profile of force main segments as well as location of new lift station. Finalize performance requirements and details for new lift station and boring under I-70.
- Finalize easements and/or right-of-way required for lift station and force main construction. Prepare updated legal descriptions and exhibits for up to three (3) different tracts to be acquired by City prior to construction.
- Contact utility providers to finalize the required service extensions for lift station operation.
- Prepare final construction plans and specifications for the force main and lift station sewer improvements. An engineer's estimate of probable construction cost will be prepared. Three (3) sets of full-size and three (3) sets of half-size plans and project manuals, will be provided to the City for bidding. A PDF copy of the plans and specifications will also be provided to the City.
- Permit applications for sewer extension, boring under I-70, land disturbance, and stream crossings will be prepared for submittal to KDHE, KDOT, KDWR and Army Corps of Engineers, if needed. The City will be responsible for submittal of applications and any fees associated with these permits. No environmental investigation, delineation or clearances are included as part of these services.
- Assist the City with bidding by answering questions from bidders and prepare material for any addenda that may be issued. Copies of bid documents will be available for purchase from Consultant to interested bidders.
- Attend pre-construction conference hosted by City.
- Review shop drawings submitted by contractor for general conformance to construction documents.
- Prepare record drawings of construction based on field notes collected by contractor and construction observer.

CONSTRUCTION OBSERVATION

- After receiving notice from the City, provide construction observation services related to sewer construction as required by KDHE for up to 65 days of observation.

OTHER ADDITIONAL SERVICES NOT INCLUDED IN AGREEMENT

Additional services for this project are not included as part of this agreement and will not be performed without your separate written authorization. Payment for additional services is addressed in Attachment B. Additional services may include but are not limited to the following:

1. Environmental studies
2. Property Appraisals
3. Acquisition of Easement, Right-of-Way, or other Property Needed for Construction
4. Structural Design and/or calculations
5. Retaining Wall Design
6. Meetings with City staff or other parties not specifically indicated above. Additional meetings to be billed hourly.
7. Construction Staking
8. Wetland Delineation and Mitigation
9. 401 and 404 permitting

**ATTACHMENT B
COMPENSATION**

The Client shall compensate the Consultant for the performance of professional services described in the Scope of Services per the following:

The City will reimburse the Consultant for the provision of professional services described in the Scope of Services on the basis of a time and expense basis with a total amount of compensation not to exceed the following amounts (fees will be tracked separately for each scope segment listed below). All work performed will be charged at the rates listed below.

Final design and bid documents	\$30,000.00
Construction observation	\$65,000.00

Any additional work or additional reimbursable expenses incurred for work beyond the stated scope of services will be charged to the Client in accordance with the following schedules.

Hourly Rate Schedule

Title	Rate
Principal Program Manager	\$165.00
Project Manager	150.00
Traffic Engineer	150.00
Project Engineer	125.00
Resident Project Engineer	115.00
Design/Staff Engineer	95.00
Sr. Designer	105.00
Designer	95.00
Senior Eng. Technician	95.00
Engineering Technician	75.00
Clerical	45.00
Lead Construction Technician	95.00
Construction Technician II	82.00
Construction Technician I	65.00
Sr. Land Surveyor	160.00
Survey Manager	150.00
Project Surveyor	125.00
Sr. Survey Technician	75.00
Survey Technician	60.00
Drafter	60.00
Crew Chief	75.00
Crew Member	65.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House Reproduction	Sq. Ft.	\$0.15
E. Miscellaneous Supplies		Actual Cost
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning		Price per Project

TO: MAYOR & CITY COUNCIL
FROM: TIM WHITHAM, FIRE CHIEF
DATE: JANUARY 25, 2016
SUBJECT: ACQUISITION OF EXTRICATION RESCUE TOOL PACKAGE

RECOMMENDATION

City Council to consider authorizing the City Manager to enter into an agreement with KCRPC/ HGAC and Fire Master Fire Equipment for the purchase of new rescue and extrication tools and accessories, and RAW Enterprises for training with funding from the special sales tax fund.

FINANCIAL IMPACT

The City Council allocated \$40,000 for new rescue and extrication tools in the 2016 budget through the special sales tax fund. The purchase price for the complete package of new tools, saws, spare batteries and a comprehensive training program totals \$30,946.

BACKGROUND

City staff identified in 2015 that replacement of fire rescue and extrication tools was necessary due to wear and tear, age and new vehicle materials. During the budget preparation process of 2016, fire department staff identified the replacement of one set of fire rescue and extrication tools as a priority and evaluated various fire rescue and extrication tools on the market.

Based on its evaluation, staff recommends purchasing Genesis EFORCE 2.0 Battery Operated Cutter, Spreader and Combination tool from HGAC for the price of \$25,853. In addition, staff recommends purchasing needed tool accessories including tool mounts from Fire Master Fire Equipment of Springfield, MO for \$2,593. Fire Master is the local vendor for Genesis Tools and is able to provide the accessories not available through the HGAC contract. Finally, staff identified the need for a comprehensive training program on the use of the tools as well as new rescue and extrication operations. Therefore, staff is recommending a contract with RAW Enterprises to provide training for an additional \$2,500.

In closing, staff recommends the City Council authorize the City Manager to enter into the necessary contracts for the purchase of rescue and extrication equipment, additional accessories and tools, as well as a comprehensive training program in the total amount of \$30,946 with payment from special sales tax fund.

ITEM #11

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
ZACHARY DANIEL, ASSISTANT TO THE CITY MANAGER/CITY CLERK
DATE: JANUARY 25, 2016
SUBJECT: PLANNING COMMISSION REAPPOINTMENTS

RECOMMENDATION

City Council to consider Mayor McTaggart appointments to various boards and commissions.

FINANCIAL IMPACT

Not Applicable

BACKGROUND

The names in bold are recommended for reappointment.

Planning Commission	Current Expiration
BRYAN SMITH	December 2015
RALPH EATON	December 2015
Jeff Martinek	December 2016
Tim Sweeten	December 2016
John Altevogt	December 2016
Mark Bishop	December 2017
Erin Harves	December 2017