



CITY COUNCIL MEETING MINUTES

May 23, 2016

7:00 pm

The following councilmembers were present with Mayor John McTaggart presiding:

Jason Gillam Chuck Adams
Margaret Shriver Chuck Stites
Garrett Mellott

The following staff members were present:

- Michael Webb, City Manager
- Mark Mathies, Police Chief
- Sid Mitchell, Police Captain
- Tim Whitham, Fire Chief
- Michelle Bounds, City Treasurer
- Zack Daniel, Assistant to the City Manager/City Clerk

APPROVE MINUTES OF MAY 9, 2016

Councilmember Adams made the motion to approve the minutes. Councilmember Mellott seconded the motion. Mayor McTaggart requested a roll call vote, which passed unanimously.

STATEMENT OF BILLS PAID \$129,252.99

Councilmember Shriver made the motion to approve the statement of bills paid. Councilmember Stites seconded the motion. Mayor McTaggart requested a roll call vote, which passed unanimously.

REQUESTS OR COMMENTS FROM THE PUBLIC

There were no requests or comments from the public.

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 AND WITH K.S.A. 75-4319(B)(6) REGARDING PRELIMINARY DISCUSSIONS RELATING TO THE ACQUISITION OF REAL PROPERTY

Councilmember Adams made the motion to recess into executive session to discuss matters relating to attorney-client relationship and the acquisition of real property not to return until 7:45 p.m. Councilmember Mellott seconded the motion. Mayor McTaggart requested a roll call vote, which passed unanimously.

At 7:45, the City Council returned. Councilmember Mellott made the motion to close executive session. Councilmember Gillam seconded the motion. Mayor McTaggart requested a roll call vote, which passed unanimously. No action was taken as a result of the executive session.

CONSIDER RESOLUTION 2016-11 REGARDING SETTING A PUBLIC HEARING FOR THE CREATION OF A TAX INCREMENT FINANCING DISTRICT

City Manager Michael Webb provided a summary of this item and its history to this point. The City has received an application from the Compass Commodity Group III, LLC for the creation of a redevelopment district encompassing 323 and 325 North 110th St. This is approximately 27



CITY COUNCIL MEETING MINUTES

May 23, 2016

7:00 pm

acres. All of the necessary information has been provided. At some point in the future there will be a development agreement from this group for the City Council to consider that will outline what will be included and any potential public incentives. Mr. Webb then introduced Dotty Riley from Kutak Rock to provide more details. Ms. Riley noted that the current resolution includes a section that concedes the area of the proposed district is currently found to be “blighted”. After discussion, it was agreed to remove this section and consider the blight study as part of the proposed public hearing.

Councilmember Adams made the motion to adopt Resolution 2016-11, with section 5 of the resolution stricken until the blight study is considered, and setting a public hearing for the creation of a tax increment financing district for June 27, 2016. Councilmember Stites seconded the motion. Mayor McTaggart requested a roll call vote, which passed unanimously.

REVIEW CITY COUNCIL GOALS AND SUCCESS FACTORS IN RELATION TO DEPARTMENTAL MISSION STATEMENTS FOR PREPARATION OF THE 2017 BUDGET

Assistant to the City Manager/City Clerk Zack Daniel introduced the item stating that this discussion would primarily be about the purpose and presentation of the 2017 Annual Budget rather than a report on departmental funds and financial position. Mr. Daniel reviewed the City’s vision statement, which was developed by the City Council at last year’s strategic planning session. He also reviewed the departmental mission statements and noted that the budget document would help clearly link the tactics and activity of departments with the vision for the City that the Council developed. Mr. Daniel also highlighted a sample of this format, which color-coded the goals of the Edwardsville Fire Department to the critical success factors identified by the City Council. Mayor McTaggart noted that this document will help both the elected officials and Edwardsville residents have a clearer understanding of City activity and how it relates to a larger vision for the City. There was no action to be taken on this item.

ADVISORY REPORTS

CITY MANAGER/PUBLIC WORKS

Mr. Webb stated that a report on the City’s most recent audit will be provided at the next City Council meeting. He also reminded the Council that the regional assembly for MARC is June 9 and to let staff know if they can attend. Mr. Webb noted City offices will be closed next Monday for Memorial Day. Finally, he provided an update on the Kansas Ave. road project and the ongoing search for a Public Works Director.

Mr. Daniel gave a report on the City-Wide Clean Up which occurred over the weekend. There were 117 individual addresses recorded, with many logging multiple visits. The estimated total trips were 150-175. To date, 873 lbs. of electronic waste collected, with two more Gaylord boxes still to be delivered and weighed. A tonnage report for the 40-yard roll off Deffenbaugh Dumpsters and Advantage Metals scrap dumpsters will be provided when available. Mr. Daniel extended a special thanks to the Fire Department for their help during the event. Councilmember Stites inquired if the excess funds received from the scrap metal can be donated to the family of



CITY COUNCIL MEETING MINUTES

May 23, 2016

7:00 pm

Det. Lancaster. Mr. Webb indicated that he doesn't foresee an issue with this request and will provide an update on that amount when it becomes available.

CHIEFS (POLICE & FIRE)

Police Chief Mathies provided updates on the ongoing investigation related to the incident over the weekend where a vehicle struck the side of an apartment complex. He also provided an update on open positions being filled in the department as well as training requirements for new employees.

Chief Whitham provided an update on the kitchen remodel recently completed in the Fire Department.

The City Attorney was not present at this meeting to provide a report

COUNCIL AND MAYOR COMMENTS

Councilmember Adams thanked all the staff for their efforts during the clean-up day and noted that every department in the City was represented. He also stated he will not be able to make the MARC banquet.

Councilmember Gillam also congratulated everyone on the successful clean-up day. He asked that department heads be aware of recent Department of Labor decisions regarding minimum salaries for exempt employees. Mr. Webb noted that the City currently does not have staffing issues related to this, but it will be continued to be monitored.

Councilmember Mellott echoed the statements on the clean-up day. He also thanked Chief Mathies for the speed meter along K-32.

Councilmember Shriver thanked everyone involved in the clean-up. She also noted she recently had a chance meeting with former Public Works Director Peter Yazbec in his new capacity as an officer and stated he was very happy in his position.

Councilmember Stites asked for a progress report for streaming City Council meetings and inquired when the install for the new sound system would be completed. Councilmember Stites also asked when the re-plat item recently discussed at the Planning Commission would be brought to City Council, which Mr. Webb indicated would be June 13, 2016. To close, Councilmember Stites asked for details on the upcoming discussions regarding the Quiet Zone.

Mayor McTaggart echoed the Council's earlier statement on the City-Wide Clean Up and noted he was able to personally thank the EFD staff. He then asked for a future update on the futsal courts.

ADJOURNMENT

The meeting was adjourned at 8:42 pm

Zachary Daniel

City Clerk

TO: MAYOR & CITY COUNCIL
FROM: MICHELLE BOUNDS, FINANCE MANAGER
DATE: JUNE 13, 2016
SUBJECT: STATEMENT OF BILLS

MB

FOR YOUR REVIEW

Statement of Bills, Expense and Revenue Report

RECOMMENDATION

City Council to approve the Statement of Bills from 05/21/2016 to 06/10/2016 as submitted.

FINANCIAL IMPACT

The total of the Statement of Bills from 05/21/2016 to 06/10/2016 is **\$490,559.39**.

General Operating/Payroll	\$ 263,901.27
Cash Bond	\$ 5,150.00
Cemetery	\$ 1,858.26
Electronic Funds Transfer Account (EFT)	\$ 129,173.06
GO Bond	<u>\$ 90,476.80</u>
Total Bills	\$ 490,559.39

BACKGROUND

The EFT to Card Services represents purchases approved for payment with the city purchase cards. A total of 134 transactions were processed and paid.

The EFT total includes the GO Bond payment to the Kansas State Treasurer for 2013 and 2015 GO Bond interest payments due 6/1/2016.

Insurance proceeds reimbursed \$4,921.39 of the total paid for Check 149796.

The Special Parks fund paid \$10,862.56 of Check 149795. The remaining balance of \$7,317.44 was paid from the Special Sales Tax Fund.

The funds for Check 149809 were prepaid by the developer.

**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 06 10 2016

Date: 06/09/2016

Time: 12:52 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							
149787	05/27/2016	Printed		RE02	REGISTER OF DEEDS	REGISTER PMNT, TEMP ESMTS	177.38
149788	05/27/2016	Printed		BH01	BHC RHODES CIVIL ENGINEERS	CITY ENG ON CALL SERVICES	75.00
149789	05/27/2016	Printed		HE22	HEARTLAND BUILDING MAINTENANCE	CITY WIDE CLEANING	1,626.55
149790	05/27/2016	Printed		JI01	JIMS LOCK & SAFE SERVICE INC	KEYS, KNOB, LATCH REMODEL	393.50
149791	05/27/2016	Printed		KS18	KANSAS ATTORNEY GENERAL	REV GO TEMP NOTE 2016	150.00
149792	05/27/2016	Printed		KS06	KANSAS STATE TREASURER	REG FEE 2016 GO TEMP NOTE	630.00
149793	05/27/2016	Printed		MI67	MIDWEST TINTING	FROST ENTRY DOORS REMODEL	343.58
149794	05/27/2016	Printed		PR21	PREMIER CONTRACTING INC	REPAIR ROOF 650 S 4TH ST	378.19
149795	05/27/2016	Printed		QU96	QUALITY FENCE	REMOVE REPLACE PARK FENCING	18,180.00
149796	05/27/2016	Printed		RE43	RENNER SUPPLY CO	REPLACE FD GARAGE DOORS	10,500.00
149797	05/27/2016	Printed		SH22	SHAWNEE COPY CENTER	DOOR HANGERS CLEAN UP DAY	40.00
149798	05/27/2016	Printed		WY09	UNIFIED TREASURER	FEB, MAR 2016 JAIL BKG FEES	10,804.50
149799	05/27/2016	Printed		WE23	WEBER CARPET	INSTL VC TILE CV BS REMODEL	2,511.04
149800	05/27/2016	Printed		WE16	BRIAN J WELLS	FIRE CODE INSPECTION REIMB	354.00
149802	06/03/2016	Printed		AP03	APPARATUS SERVICES LLC	UNIT 620 VEH MAINTENANCE	156.00
149803	06/03/2016	Printed		BO01	BOARD OF PUBLIC UTILITIES	CITY WIDE WATER SERVICE	972.62
149804	06/03/2016	Printed		DU09	ROGER DURAN	UTILITY BILLING REFUND	14.95
149805	06/03/2016	Printed		EM12	EMH	CMNTY CTR WATER	109.79
149806	06/03/2016	Printed		FP02	FRANCOTYP-POSTALIA, INC	QTRLY POSTAGE METER RENTAL	156.00
149807	06/03/2016	Printed		DI07	JHF DIRTWORKS, LLC	DELIVER LIME TO PARK	686.71
149808	06/03/2016	Printed		KCPL	K.C. POWER & LIGHT COMPANY	PUBLIC WORKS SHOP ELECTRIC	87.88
149809	06/03/2016	Printed		KU04	KUTAK ROCK LLP	VILLAGE SOUTH TIF LEGAL FEES	8,541.68
149810	06/03/2016	Printed		MC18	MC ELECTRIC	TROUBLESHOOT BALLFIELD LIGHTS	112.50
149811	06/03/2016	Printed		NE28	MARCUS NELSON	UTILTY BILLING REFUND	14.95
149812	06/03/2016	Printed		UN22	UNION BANK & TRUST COMPANY	ANL LS PYMT PD 2014 FORD PI 3	27,132.29
149813	06/03/2016	Printed		WA03	WAL-MART COMMUNITY BRC	OFC SPLY, MEALS, CNSN STND	1,513.94
149814	06/10/2016	Printed		AL01	JOSHUA K ALLEN	2ND QTR PUBLIC DEFENDER 2016	1,800.00
149815	06/10/2016	Printed		AR10	ARROWHEAD SCIENTIFIC INC	TNVESTIGATIVE TEST KITS	97.00
149816	06/10/2016	Printed		BI10	BILLTRUST	2ND QTR UB DEL BILLING	252.38
149817	06/10/2016	Printed		BL07	BLUE SKY CLEANERS	MAY CLOTHING MAINT	472.05
149818	06/10/2016	Printed		CU10	CULLIGAN OF GREATER KANSAS CIT	BOTTLED WATER COOLER RENTAL	82.20
149819	06/10/2016	Printed		EL08	ELITE DRYWALL INC	COMPLETE DRYWALL ON REMODEL	1,500.00
149820	06/10/2016	Printed		FR13	FRANKLIN LEGAL PUBLISHING	HOST & MAINTAIN CODE OF ORD	300.00
149821	06/10/2016	Printed		HO43	HOMESTEAD MOTORS	PD VEH MAINT 51,52,55,56,57	617.41
149822	06/10/2016	Printed		DI07	JHF DIRTWORKS, LLC	DELIVER AB3 TO PARK	219.68
149823	06/10/2016	Printed		KN05	DAVID A KNOPIK	APR, MAY 2016 PLAN REV	7,742.50
149824	06/10/2016	Printed		RO13	ROBERTS AUTO PLAZA	PD UNIT 55 VEH MAINT	248.74
149825	06/10/2016	Printed		SE24	SECURED TITLE OF KC	TITLE INS 213 S 5TH ST	333.00
149826	06/10/2016	Printed		SH36	SHAWNEE MISSION FORD INC	PD UNIT 51 FUEL PUMP	815.15
149827	06/10/2016	Printed		SP07	SPORTS CONDUCTOR LLC	PARK & REC WEBSITE SUPPORT	118.80
149828	06/10/2016	Printed		KA09	THEODORE A. STOLFUS	ANIMAL CONTROL	320.00
149829	06/10/2016	Printed		SU28	FABIAN SUSUICO	UTILITY BILLING REFUND	11.12
149830	06/10/2016	Printed		TI02	TIME WARNER CABLE	BUS CABLE AND INTERNET	290.00
149831	06/10/2016	Printed		UN19	UNIFIED GOVERNMENT	VEH MAINT PD FLEET	1,362.32
149832	06/10/2016	Printed		KPLO	WESTAR ENERGY	CITY WIDE ELECTRIC SERVICES	5,175.75

Total Checks: 45

Checks Total (excluding void checks):

107,421.15

ANK MIDWEST-CHECKING EFTs

148909	05/27/2016	Reconciled		AL36	THOMAS K ALLEN	VOLUNTEER EMT	110.00
148910	05/27/2016	Reconciled		BR36	R BRITTON BROWN JR	VOLUNTEER PARAMEDIC	960.00
148911	05/27/2016	Reconciled		CO48	RAMON CONEJO	REF 3 SOCCER GAMES	51.00
148912	05/27/2016	Reconciled		FO19	ANTHONY C FORD	VOLUNTEER EMT	495.00
148913	05/27/2016	Reconciled		FR19	CARRAH FRAKER	REF 2 SOCCER GAMES	30.00

Check Register Report

EXPENSES THRU 06 10 2016

Date: 06/09/2016

Time: 12:52 pm

Page: 2

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 EFTs							
1148914	05/27/2016	Reconciled		FR18	CRYSTAL FRAKER	REF 2 SOCCER GAMES	30.00
1148915	05/27/2016	Reconciled		KI15	MICHAEL KING	REF 6 SOCCER GAMES	102.00
1148916	05/27/2016	Reconciled		KI16	ZACHARY KING	REF 3 SOCCER GAMES	51.00
1148917	05/27/2016	Reconciled		LO13	ZACHARY LODDER	VOLUNTEER PARAMEDIC	1,200.00
1148918	05/27/2016	Reconciled		MA50	EMILY S MACMURCHY	VOLUNTEER EMT	220.00
1148919	05/27/2016	Reconciled		MA49	PARKER MATHEWS	EMT VOLUNTEER	220.00
1148920	05/27/2016	Reconciled		RI13	ALYSSA RICHARDSON	REF 4 SOCCER GAMES	66.00
1148921	05/27/2016	Reconciled		RI14	DARREN RICHARDSON	REF 6 SOCCER GAMES	96.00
1148922	05/27/2016	Reconciled		SN07	CHRISTIAN SNELL	REF 4 SOCCER GAMES	68.00
1148923	05/27/2016	Reconciled		YO02	BRIAN D YOUNG	VOLUNTEER PARAMEDIC	1,920.00
1148924	06/10/2016	Reconciled		BE32	BLAKE T BEST	UMP 9 GAMES	175.00
1148925	06/10/2016	Reconciled		BR36	R BRITTON BROWN JR	PARAMEDIC VOLUNTEER	1,440.00
1148926	06/10/2016	Reconciled		CO54	KLAYTON COFFMAN	UMP 2 GAMES	40.00
1148927	06/10/2016	Reconciled		FO19	ANTHONY C FORD	EMT VOLUNTEER	110.00
1148928	06/10/2016	Reconciled		GR25	BLAINE GRIMES	UMP 10 GAMES	225.00
1148929	06/10/2016	Reconciled		JO33	CHRISTINA JOHNSON	PARAMEDIC VOLUNTEER	1,200.00
1148930	06/10/2016	Reconciled		LO13	ZACHARY LODDER	PARAMEDIC VOLUNTEER	960.00
1148931	06/10/2016	Reconciled		MA42	MIKE MARTIN	UMP 9 GAMES	270.00
1148932	06/10/2016	Reconciled		MA49	PARKER MATHEWS	EMT VOLUNTEER	660.00
1148933	06/10/2016	Reconciled		RI12	JESSICA RICKERT	EMT VOLUNTEER	55.00
1148934	06/10/2016	Reconciled		TH05	TROY THOMPSON	UMP 3 GAMES	95.00
1148935	06/10/2016	Reconciled		WI34	TIMOTHY F WHITHAM	UMP 10 GAMES	245.00
1148936	06/10/2016	Reconciled		YO02	BRIAN D YOUNG	PARAMEDIC VOLUNTEER	2,160.00

Total EFTs: 28

EFTs Total (excluding void checks): 13,254.00

Total Payments: 73

Bank Total (excluding void checks): 120,675.15

Check Register Report

EXPENSES THRU 06 10 2016

Date: 06/09/2016

Time: 12:52 pm

Page: 3

City of Edwardsville

BANK: BANK MIDWEST CASH BOND

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST CASH BOND Checks							
1386	05/26/2016	Void	05/26/2016			Void Check	0.00
1387	05/26/2016	Printed		BU38	KAYLA BUCK	CASH BOND REFUND 45971	100.00
1388	05/26/2016	Void	05/26/2016			Void Check	0.00
1389	05/26/2016	Printed		C119	CITY OF EDWARDSVILLE, KANSAS	APPLIED CASH BOND 46423	3,050.00
1390	05/26/2016	Printed		C119	CITY OF EDWARDSVILLE, KANSAS	CASH BOND FORFEIT 45009BB	500.00
1391	05/26/2016	Printed		C119	CITY OF EDWARDSVILLE, KANSAS	APPLIED CASH BOND 34764	100.00
1392	05/26/2016	Printed		HA50	ANITA HALL	CASH BOND REFUND 45010AA	300.00
1393	05/26/2016	Printed		SH38	STEVEN SHAUL	CASH BOND REFUND 44515C	300.00
1394	06/09/2016	Printed		C119	CITY OF EDWARDSVILLE, KANSAS	APPLIED CASH BOND 43037BB	600.00
1395	06/09/2016	Printed		NE29	STEPHANIE NELSON	CASH BOND REFUND 43459AA	200.00
Total Checks: 10						Checks Total (excluding void checks):	5,150.00
Total Payments: 10						Bank Total (excluding void checks):	5,150.00

Check Register Report

EXPENSES THRU 06 10 2016

Date: 06/09/2016

Time: 12:52 pm

Page: 4

City of Edwardsville

BANK: BANK MIDWEST CEMETERY

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST CEMETERY Checks							
2628	05/26/2016	Printed		BO01	BOARD OF PUBLIC UTILITIES	CEMETERY WATER	29.79
2629	05/26/2016	Printed		EI03	JIM EICKHOFF	TRUMPET PLAYING MEMORIAL DAY	25.00
2630	05/26/2016	Printed		HE30	CONNIE HENRY	REIMB SHRUBS, SOIL, FLOWERS	147.78
2631	05/26/2016	Printed		MO26	PASTOR WAYNE MORRISON	HONORARIUM MEMEORAL DAY	75.00
2632	05/26/2016	Printed		HO41	OLA HOWERTON	MAY 2016 CEM REGISTRAR	65.00
2633	05/26/2016	Printed		0002	OOTS LAWN AND SNOW	CEMETERY MOWING	900.00
2634	05/26/2016	Printed		SN05	STEVEN SNIDER	CONTRACT LABOR	198.00
2635	05/26/2016	Printed		SN06	TAMI SNIDER	REIMB FLOWERS, GRASS SEED	174.13
2636	05/26/2016	Printed		VF01	VFW POST 6401	COLOR GUARD MEMORIAL DAY	75.00
2637	05/26/2016	Printed		KPL0	WESTAR ENERGY	CEMETERY ELECTRIC SERV	168.56

Total Checks: 10

Checks Total (excluding void checks): 1,858.26

Total Payments: 10

Bank Total (excluding void checks): 1,858.26

Check Register Report

EXPENSES THRU 06 10 2016

Date: 06/09/2016

Time: 12:52 pm

Page: 5

City of Edwardsville

BANK: BANK MIDWEST-GO BONDS

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST-GO BONDS Checks							
1305	05/26/2016	Printed		BH01	BHC RHODES CIVIL ENGINEERS	102ND ST PRELIM DESIGN	2,307.80
1306	05/26/2016	Printed		BH01	BHC RHODES CIVIL ENGINEERS	LTC FINAL DESIGN BOND PROJECT	4,234.00
1307	05/26/2016	Void	05/31/2016	BO39	GEORGE JR &OR MARIA D BOZICH	PMNT, TMP CNST ESMTS	0.00
1308	05/26/2016	Printed		KA78	KANSAS SPEEDWAY CORPORATION	PMNT, TMP CNST ESMTS	70,565.00
1309	05/26/2016	Printed		KA84	KDHE BUREAU OF WATER	CNST STORMWATER PERMIT	60.00
1310	05/31/2016	Void	05/31/2016	BO39	GEORGE JR &OR MARIA D BOZICH	PMNT, TMP CONST ESMTS	0.00
1311	05/31/2016	Printed		BO39	GEORGE JR &OR MARIA D BOZICH	PMNT, TMP CNST ESMTS	13,250.00
1313	06/03/2016	Printed		KA84	KDHE BUREAU OF WATER	NOI LTC GO BOND PROJECT	60.00
Total Checks: 8						Checks Total (excluding void checks):	90,476.80
Total Payments: 8						Bank Total (excluding void checks):	90,476.80

Check Register Report

EXPENSES THRU 06 10 2016

Date: 06/09/2016

Time: 12:52 pm

Page: 6

City of Edwardsville

BANK: BANK MIDWEST EFT

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
BANK MIDWEST EFT Checks							
6142	05/31/2016	Printed		GR05	ATMOS ENERGY	CITY WIDE NATURAL GAS	401.96
6143	05/31/2016	Printed		CA34	CARD SERVICES	PURCHASE CARD PAYMENT	31,695.07
6144	05/31/2016	Printed		KS06	KANSAS STATE TREASURER	2013, 2015 GO BOND INTEREST	93,012.90
6145	05/31/2016	Printed		PE21	PEPSI BEVERAGES CO	CONCESSION STAND BEVERAGE	344.48
6146	05/31/2016	Printed		FL04	WEX BANK	CITY WIDE FUEL	3,718.65
Total Checks: 5						Checks Total (excluding void checks):	129,173.06
Total Payments: 5						Bank Total (excluding void checks):	129,173.06
Total Payments: 106						Grand Total (excluding void checks):	347,333.27

Check Register Report

05 27 TO 06 10 2016 PAYROLL

Emp. Code Desc.: 01
City of Edwardsville

Date: 6/9/2016
Time: 12:50:23

Check No.	Check Date	Recon.Date	Status	Employee ID	Pay To	Check Description	Amount
149801	05/27/2016		P	MPR	MIDWEST PUBLIC RISK	Remittance Check	\$35,599.73
149833	06/10/2016		P	PRINC	PRINCIPAL LIFE GROUP	Remittance Check	\$736.74
149834	06/10/2016		P	STAND	STANDARD INS CO	Remittance Check	\$787.64
703429	05/27/2016		P	IRSEF	IRS EFT	Remittance Check	\$22,183.61
703430	05/27/2016		P	KS TA	KS STATE TAX	Remittance Check	\$3,046.98
703431	05/27/2016		P	HSA	HSA Bank	Remittance Check	\$25.00
703432	05/27/2016		P	KP&F	KP&F	Remittance Check	\$19,130.31
703433	05/27/2016		P	KPERS	KPERS	Remittance Check	\$3,219.22
703434	05/27/2016		P	AFA	AMERICAN FIDELITY ASSI	Remittance Check	\$668.34
703435	05/27/2016		P	AFAFL	AM FIDELITY FLEX ACCT /	Remittance Check	\$340.41
703436	05/27/2016		P	AFLAC	AFLAC	Remittance Check	\$276.70
703437	05/27/2016		P	ICMA	ICMA	Remittance Check	\$1,259.25
703438	05/27/2016		P	KPC	KANSAS PAYMENT CENTE	Remittance Check	\$134.31
703439	05/27/2016		P	KPERS	KPERS OGLI	Remittance Check	\$22.90
703440	05/27/2016		P	KPF O	KP&F OGLI	Remittance Check	\$115.25
703441	05/27/2016		P	TXLF	TEXAS LIFE	Remittance Check	\$46.78
703491	06/10/2016		P	IRSEF	IRS EFT	Remittance Check	\$25,219.39
703492	06/10/2016		P	KS TA	KS STATE TAX	Remittance Check	\$3,468.59
703493	06/10/2016		P	HSA	HSA Bank	Remittance Check	\$25.00
703494	06/10/2016		P	KP&F	KP&F	Remittance Check	\$21,819.44
703495	06/10/2016		P	KPERS	KPERS	Remittance Check	\$3,251.17
703496	06/10/2016		P	AFAFL	AM FIDELITY FLEX ACCT /	Remittance Check	\$340.41
703497	06/10/2016		P	ICMA	ICMA	Remittance Check	\$1,374.64
703498	06/10/2016		P	KPC	KANSAS PAYMENT CENTE	Remittance Check	\$134.31

Total Checks: 24

Sub-Total:	\$143,226.12
Total Void/Stop Payment:	\$0.00
Grand Total:	\$143,226.12

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
MICHELLE BOUNDS, FINANCE MANAGER
DATE: JUNE 13, 2016
SUBJECT: 2015 AUDIT

RECOMMENDATION

City Council to consider accepting the 2015 Financial Statements and Report of Independent Certified Public Accountants prepared by Wendling Noe Nelson & Johnson LLC.

FINANCIAL IMPACT

Not Applicable

BACKGROUND

The City's independent audit firm, Wendling Noe Nelson and Johnson, LLC of Topeka, has prepared for the City Council's consideration the financial statements and report of independent certified public accountants for the year ending December 31, 2015.

Financially, the City continues to perform well. The general fund unencumbered cash balance was \$732,044, 3.5% higher than the 2016 budget projecting a 12/31/2015 spend down cash balance of \$707,165. This represents 14.25% of actual expenditures, just under our goal of 15% of budgeted expenditures. Generally, cash balances in each fund met or exceeded our estimates in conjunction with the development of the 2016 budget.

The City did have a cash balance violation in the Governmental Grant Fund. As previously disclosed to the Council, this occurred as the City purchased grant funded police equipment in late 2015 to obtain certain pricing. The grant program is a reimbursement program. Therefore, the reimbursement occurred in 2016 and the cash balance will be adjusted accordingly.

The audit also revealed that the Cemetery Board list of authorized bank signers included a terminated employee. The Cemetery Board Treasurer has made a request to the bank to remove this signer.

The auditors found no material weaknesses in our internal control procedures and only one significant deficiency being segregation of duties. This weakness has been previously identified and is due to the limited size of our staff. This is likely to be an ongoing comment, but will be alleviated as staff develops.

In closing, staff is very pleased with the 2015 audit report and recommends the City Council accept the financial statements for the year ending December 31, 2015 and report of independent certified public accountants as prepared by Wendling Noe Nelson and Johnson, LLC.

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
SCOTT ANDERSON, BOND COUNSEL
DATE: JUNE 13, 2016
SUBJECT: ORDINANCE FOR HERFF JONES, LLC EXPANSION PROJECT

RECOMMENDATION

City Council to consider Ordinance No. 964 authorizing the issuance of industrial revenue bonds for the Herff Jones, LLC Expansion Project.

FINANCIAL IMPACT

Not Applicable

BACKGROUND

The City approved Resolution of Intent No. 2016-04 on March 4, 2016 for the Herff Jones, LLC Expansion Project located at 2525 Midpoint Drive, Edwardsville, Kansas. The applicant proposed to construct an approximately 48,000 sq. ft. expansion to the existing Herff Jones, LLC production plant. The City approved a fixed PILOT schedule for the project in the Resolution of Intent.

Herff Jones, LLC has requested that the Bonds be issued for the project. Ordinance No. 964 authorizes the City to issue up to \$6 million in industrial revenue bonds for the project. The Ordinance approves the forms of Indenture, Base Lease, Lease Agreement, Bond Purchase Agreement and Performance Agreement. The Performance Agreement sets the PILOTS at the amounts authorized in the Resolution of Intent.

Staff recommends the City Council adopt Ordinance No. 964 authorizing the issuance of the Bonds.

ORDINANCE NO. 964

AN ORDINANCE AUTHORIZING THE CITY OF EDWARDSVILLE, KANSAS, TO ISSUE INDUSTRIAL REVENUE BONDS (HERFF JONES, LLC EXPANSION PROJECT), SERIES 2016, IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$6,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT, CONSISTING OF AN APPROXIMATELY 48,000 SQ. FT. EXPANSION TO THE EXISTING HERFF JONES, LLC PRODUCTION PLANT; AUTHORIZING THE CITY TO ENTER INTO A TRUST INDENTURE WITH SECURITY BANK OF KANSAS CITY; AUTHORIZING THE CITY TO ENTER INTO A BASE LEASE AND A LEASE AGREEMENT WITH HERFF JONES, LLC; AUTHORIZING THE CITY TO ENTER INTO A BOND PURCHASE AGREEMENT IN CONNECTION WITH SUCH BONDS, AND AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS AND THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the City of Edwardsville, Kansas (the “City”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the Governing Body of the City has heretofore and does now find and determine that it is desirable, in order to promote, stimulate and develop the general economic welfare and prosperity of the City and the State of Kansas, that the City issue its Industrial Revenue Bonds (Herff Jones, LLC Expansion Project), Series 2016, in an aggregate maximum principal amount not to exceed \$6,000,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 48,000 sq. ft. expansion to the existing Herff Jones, LLC production plant located at 2525 Midpoint Drive, Edwardsville, Kansas, including buildings, structures, improvements, fixtures, machinery and equipment (the “Project”), and that the City lease the Project to Herff Jones, LLC, an Indiana limited liability company (the “Company”); and

WHEREAS, the Governing Body of the City further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EDWARDSVILLE, KANSAS, AS FOLLOWS:

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The City is hereby authorized to provide for the acquisition, purchase, construction, installation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell its Industrial Revenue Bonds (Herff Jones, LLC Expansion Project), Series 2016, in an aggregate maximum principal amount not to exceed \$6,000,000 (the "Bonds"), for the purpose of providing funds to pay the cost of acquiring, purchasing, constructing, installing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the hereafter defined Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the City from the Project, and the Project and the net earnings derived by the City from the Project shall be pledged and assigned to the hereafter defined Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the Council of the City (copies of which documents, upon execution thereof, shall be filed in the office of the City Clerk), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated the date set forth therein (the "Indenture"), between the City and Security Bank of Kansas City (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the rents, revenues and receipts received pursuant to the hereafter defined Lease to the Trustee for the benefit of and security of the holder of the Bonds upon the terms and conditions as set forth in said form of Indenture;

(b) Base Lease Agreement dated the date set forth therein (the "Base Lease"), between the Company and the City, under which the City will lease the project site from the Company;

(c) Lease Agreement dated the date set forth therein (the "Lease"), between the City and the Company, under which the City will agree to use the proceeds derived from the sale of the Bonds for the purpose of acquiring, purchasing, constructing, installing and equipping the Project and to lease the Project to the Company, and the Company will agree to make payments in amounts sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the Bonds as the same become due;

(d) Bond Purchase Agreement dated the date set forth therein (the “Bond Purchase Agreement”), between the City and the Company, as Purchaser; and

(e) Performance Agreement dated the date set forth therein (the “Performance Agreement”), between the City and the Company.

Section 4. Execution of Bonds and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the Indenture, the Base Lease, the Lease, the Bond Purchase Agreement, the Performance Agreement and such other documents, certificates and instruments as may be necessary.

Section 5. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indenture, the Base Lease, the Lease, the Performance Agreement and the Bond Purchase Agreement.

Section 6. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper.

Passed and approved by the city council of the city of Edwardsville, Kansas, on this 13th day of June, 2016.

John McTaggart, Mayor

ATTEST:

Zachary Daniel, City Clerk

APPROVED AS TO FORM:

David K. Duckers, City Attorney

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
DAVE KNOPIK, CITY PLANNER
DATE: JUNE 13, 2016
SUBJECT: FINAL PLAT (RE-PLAT) 201 NORTH 4th St. (2016-04-FPT)

RECOMMENDATION

City Council to consider recommendation of approval from the Planning Commission regarding the Final Plat (re-plat) and acceptance of easements / rights-of-way (Lois Roberts Revocable Trust, Re-plat).

FINANCIAL IMPACT

Not applicable.

BACKGROUND

On May 18, 2016 the Edwardsville Planning Commission considered a re-plat application made by Lois D. Roberts Revocable Trust/Kevin VanMaele, Selective Site Consultants and Roland McBride, LoveLace Associates for the property at 201 North 4th Street. At the same meeting, a public hearing was held on the re-plat. Primary concerns that were raised by the public related to how the property was classified for tax purposes; the potential future use of the property; and the zoning of the property. None of the comments directly objected to or supported the re-plat of the property.

Regarding the comments on future use of the property, staff informed the public that platting is a technical process that does not address use of the property and that no application had been made related to the use of the property as of the time of the hearing. It was explained that development of the property would be subject to the development plan review process and could be subject to a special use permit or other additional public review process involving a future public hearing. In regard to the zoning issued that was raised, staff uncovered a protest petition filed by the commenting resident related to the initial rezoning action in 2012. After review by the City Planner and the City Attorney, it was determined that the petition was not valid and the rezoning required only a simple majority vote of the governing body in order to be approved. The Council at the time voted 3-2 to approve the rezoning to C-2 Commercial.

In consideration of the comments and conditions presented, the Planning Commission recommended approval of the re-plat as a final plat with the following conditions to be addressed prior to the filing of the plat:

1. Clean-up of any general typographical errors.
2. Meet the submittal and filing requirements of the County Surveyor.
3. Investigation and possible adjustment of easements / rights-of-way based on recent observation of on-site conditions related to utility location.

Staff supports the recommendation of the Planning Commission.



**City of Edwardsville
Staff Analysis Report
Planning Commission May 18, 2016**

**Item 3a – PUBLIC HEARING Final Plat (Re-plat) 201
North 4th Street. (2016-04-FPT)**

General Information

Applicant: (Owner) – Lois D. Roberts Revocable Trust / Kevin VanMaele, Selective Site Consultants and Roland McBride, LoveLace Associates (Applicant)

Location: 201 North 4th Street

Applications: Final Plat (Re-Plat)

Zoning & Overlay: C-2 Commercial Extensive Zoning District / K-32 Overlay District

Existing Land Use: Vacant

Background

On March 28, 2016 the property Owner's agent filed an application for a final plat (re-plat) of approximately 2.045 acres of land located on the northeast corner of 4th Street and Kaw Drive. This property is part of the Edwardsville original town plat. The property is proposed to be platted as 1 lot and is located in the C-2 Commercial Extensive District / K-32 Overlay District.

Currently the site is vacant and zoned for commercial use. Future use of the property is subject to further review and approval for zoning and development compliance per the C-2 district and the site / architectural plan review process in the K-32 Overlay District. Applications for these review processes have not been submitted at the time this report was developed.

Per the City of Edwardsville Subdivision Regulations, the various utility providers in the area, as well as appropriate UG representatives, have been provided copies of the final plat for review and comment. The final plat was also provided to the city consulting engineer for review and comment.

Analysis

The final plat application materials have been reviewed by the city planning and engineering consultants for conformance with the requirements of the Subdivision Regulations and other applicable polices and plans. As noted previously, the submitted final plat was also sent to the various utility providers and County surveyor for comment.

This replat would vacate a 16 foot alley easement running north – south through the property, consolidate 11 lots or portions thereof into 1 lot, and incorporates a previously vacated portion of the 5th Street rights-of-way.

The review comments regarding the final plat were provided to the applicant on April 19, 2016. These comments were primarily technical in nature. The revised final plat submittal, dated April 28, 2016, has addressed these items.

Recommendation

Planning Commission to conduct public hearing to receive and consider public comment regarding this final plat / re-plat request.

In regard to a final plat, Article IV Section 13 of the City of Edwardsville Subdivision Regulations state:

The Planning Commission shall approve a final plat if it is:

- 1. Substantially the same as the approved preliminary plat;*
- 2. There has been compliance with all conditions, restrictions and requirements of this ordinance and all other applicable ordinances of the City;*
- 3. There has been compliance with any conditions that may have been attached to the approval of the preliminary plat.*

In light of the analysis and consideration of the standards for Planning Commission approval provided above, staff recommends approval of the final plat / re-plat with the following conditions:

1. Clean-up of any general typographical errors.
2. Meet the submittal and filing requirements of the County Surveyor.

If approved by the Planning Commission, this plat will be forwarded to the City Council for approval and acceptance of public rights-of-way, easements and dedications.

Attachments

- Property Location Map
- Application Material: Final Plat / Re-plat Materials

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
DATE: JUNE 13, 2016
SUBJECT: PURCHASE OF LTC LIFT STATION

RECOMMENDATION

City Council to consider authorizing the City Manager to enter into a contract with Smith & Loveless, Inc. for the purchase of the LTC Lift Station.

FINANCIAL IMPACT

The purchase price is \$87,993 including all necessary options excluding an auto-dialer, which will be purchased at a later date. Payment is from 2016 G.O. temporary notes.

BACKGROUND

The construction contract for the new lift station (LTC Lift Station) is currently in the bidding phase. In preparing the bid specifications, staff determined it was in the best interest of the city to acquire the backup generator and the lift station independently from the construction contract. Staff has worked with Ray Lindsey Company, the local sales representative for Smith & Loveless, Inc. (S&L) in preparing the attached proposal based on design standards specified by the project engineer. S&L is located in Lenexa and was founded in 1946. S&L specializes in factory built package pump stations, especially for local governments. Ray Lindsey Company, located in Belton Missouri, is a local sales and service company for the water and wastewater industry and the sole sales representative for S&L in the Kansas City metro area. Ray Lindsey was founded in 1961 and is an employee-owned company.

Generally, purchases in excess of \$10,000 require competitive bidding. However, in accordance with our purchasing policy, this requirement can be waived when it is not practical or advantageous to call for a competitive bid. As mentioned, S&L is the leader in factory built package pump stations, is a local company with more than 70 years of experience and is the provider of two of our current lift stations. Likewise, Ray Lindsey Company is the sole provider for Smith & Loveless pump stations in this region and has 45 years of experience in this field.

In summary, staff recommends the City Council authorize the City Manager to enter into a contract with Smith & Loveless, Inc., through Ray Lindsey Company, for the purchase of a factory built package pump station in the amount of \$87,993.



SALES AGREEMENT

Smith & Loveless, Inc.
14040 Santa Fe Trail Drive
Lenexa, Kansas 66215
913/888-5201

Name and Address:

Mr. Michael Webb, City Administrator
690 S. 4th Street
P.O. Box 13738
Edwardsville, KS 66113

Quotation Date: 6/2/2016

Inquiry Number: 24512

Engineer: **Mr. Randall Gorton**, BHC Rhodes

Job Location: Edwardsville, KS

Smith & Loveless, Inc., having an office at 14040 Santa Fe Trail Drive, Lenexa, Kansas 66215 (hereinafter referred to as "Seller"), hereby agrees to sell to the buyer designated below (hereinafter referred to as "Buyer"), the following equipment subject to all of the provisions set forth in this Sales Agreement. *The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or bind Seller in any way.*

ONE **Smith & Loveless Factory-Built EVERLAST™ Series 1000** pumping station complete with fiberglass housing and structural steel base suitable for installation on top of a 6'-0" inside diameter wet well opening. The principal items of equipment include two vertical, close-coupled, vacuum-primed, 6", 6D3B Smith & Loveless non-clog pumps, each capable of delivering 500 GPM at 67' TDH with a required static suction lift of 18', and each driven by 40 HP, 1800 RPM, 3 phase, 60 cycle, 460 volt premium efficiency pump motor; valves, 6" internal piping; central control panel with circuit breakers; motor starters and automatic pumping level controls; heater; priming pumps; ventilator, and all internal wiring.

Standard Equipment Included:

NEMA 4X station control panel
Relay logic float switch level controls
High water alarm
Automatic alternator
Vacuum priming system with **SONIC START®**
Prime mode selector – Constant or On-Demand
Pump/Prime failure alarm
Duplex GFI convenience receptacle
Individual running time meters
Removable float switch access coverplate
Compound pressure gauges
Premium efficiency pump motor
Spare S&L mechanical seal
10 year enhanced warranty on pump/motor assembly, base and fiberglass enclosure
5 year enhanced warranty on mechanical seal

Optional Equipment Items Included:

5 KVA transformer
120 volt vapor-proof red light
120 volt weatherproof horn
Phase monitor relay
Generator interlock
Auxiliary heater
8-channel discrete contacts dialer (dialer not included)
4" emergency pump connection
Remote contacts
Insulated hood
Auto/Base1/Base 2/switch

Specifically Excluded Items:

Unloading, hauling from nearest unloading area and storage
Excavation, backfilling, grading and all field labor
Concrete, concrete work, grout or grouting
Concrete embedded items
Piping connections or any piping outside the pump station
Electrical wiring and conduit outside the pump station
Unpacking and installation of accessory items, including touch-up painting
PLC Program Copy (if applicable)

Smith & Loveless, Inc. will provide one electronic copy of the O&M on 2CD in PDF format and four hard copies of the O&M. Additional copies can be provided for \$50 per copy.

PRICE, SUBMITTAL DATA & DELIVERY:

\$ 87,993.00

F.O.B. factory plus any taxes, which may apply. Truck/Rail freight allowed to the job site, rail siding or nearest unloading area-unloading to be by Buyer. Due to the spike in gas prices, which is beyond the control of Smith & Loveless at the time of our quotation/bid, a fuel surcharge may need to be assessed at time of shipment.

One day supervision of initial operation over one trip is included. If additional days are required, Seller will furnish a factory-trained supervisor for \$925 per day including travel time plus actual travel expenses.

With continuing approval of the Smith & Loveless Credit Department, payments terms are 100% Net 30 days from date of shipment, or at time of start-up, whichever occurs first.

Seller to send Submittal Data for approval 4-5 weeks after receipt of complete details at Seller's factory.

Manufacturing completion is estimated 8-10 weeks after receipt in Seller's office of approved Submittal Data and/or after all notations or comments have been clarified, approved and inserted into the manufacturing documents by the Seller. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment.

ADDITIONAL TERMS AND CONDITIONS

1. **GENERAL A.** Buyer's execution of this Agreement constitutes Buyer's offer to purchase, on the terms and conditions set forth herein, the equipment described in this agreement, and such offer is irrevocable for thirty (30) days after Buyer executes and delivers to Seller this Agreement together with all necessary engineering data and information. Prices are firm for sixty (60) days after the bid date provided a firm order is received at the factory within that time period and provided approved Submittal Data is received at the factory within forty-five (45) days from the date submittals are forwarded from the factory. In the event firm orders and Submittal Data are not received by Seller within the times set forth above, then price and delivery estimates may change due to changes in the costs of material and labor and/or factory capacity at the time when the firm orders or approved Submittal Data is received by Seller. Seller reserves the right to amend this Sales Agreement if not signed and returned within sixty (60) days from the quotation date. In the event we are unable to ship within estimated period for reasons beyond our control, including a request by the Buyer to defer shipment, the prices are subject to adjustment to those prevailing at the time of shipment, but will not exceed 1-1/2% per month.

B. THIS AGREEMENT IS NOT BINDING ON SELLER UNLESS SIGNED ON SELLER'S BEHALF BY AN OFFICER OR MANAGER OF SELLER.

C. This Agreement constitutes the entire contract between the parties with respect to said equipment (any prior agreement, representation, covenant or warranty, written or oral, being superseded hereby) and may not be amended or modified except by a written instrument duly executed by both parties, the provisions of any purchase order or other document submitted by or on behalf of Buyer to the contrary notwithstanding.

D. All notices hereunder are to be in writing and mailed postage prepaid to the party being notified at the address indicated in this agreement or at such other address as may be designated in writing.

E. Remedies provided for herein are cumulative and are in addition to all other remedies as may be available at law or in equity.

F. This Agreement is governed by and subject to the laws of the State of Kansas and the Buyer by executing this agreement agrees to submit to the Jurisdiction of the State of Kansas and the venue for any disputes between the parties will be in the District Court of Johnson County, Kansas, or the Federal District Court of Kansas.

- 2. NOTICE TO PROCEED-** Return to Seller of approved Submittal Data or notification to Seller that the submission of submittals will be waived, constitutes notice to Seller to proceed with manufacture. In the event Seller does not receive approved Submittal Data within forty-five (45) days after Seller's submission of submittal data for approval, then Seller reserves the right to amend price and delivery of the equipment being sold. Final approved Submittal Data means approval by Buyer (or Buyer's representative) of Seller's Submittal Data and/or after all notations or comments have been clarified, approved and inserted into Seller's manufacturing documents at which point Seller's estimated completion schedule commences. Variations in the time Submittal Data is returned to Seller and/or Submittal Data marked approved but which contain contingencies or variations may impact the completion time of the equipment. Seller agrees to furnish only the equipment included in Seller's quotation and/or as described and modified in the Submittal Data. Approval of the Submittal Data constitutes acceptance of the equipment in the configuration described therein. If Seller is directed to change the scope of the equipment after notice to proceed to manufacture, then Seller reserves the right to amend the price and delivery of the equipment.
- 3. EXCUSED PERFORMANCE-** Seller is not liable for any failure or delay in performance hereof, with respect to delivery or otherwise, if such failure or delay is due to any cause beyond Seller's control including, but not limited to, any Act of God, war, civil disturbance, riot, labor difficulty, factory capacity, fire, other casualty, accident or supplier's failure or inability to perform.
- 4. CREDIT APPROVAL-** The credit terms specified herein are subject to Seller's continuing approval of Buyer's credit and if, in Seller's sole judgment, Buyer's credit or financial standing is impaired as to cause Seller to deem itself insecure, Seller may withdraw the extension of credit and require other payment terms.
- 5. PAYMENT-** Subject only to any credit terms, which Seller may extend, the total purchase price hereunder is due at such time, within or after the estimated shipment period specified herein, as said equipment is ready to be shipped. Buyer shall pay in full all invoices within the time for payment specified therein and Buyer's payment obligation is in no way dependent or contingent upon Buyer's receipt of payment from any other party. Any balance owed by Buyer for thirty (30) days or more after the same becomes due is subject to a 2% per month delinquency charge until paid. In addition to all other amounts due hereunder, Buyer shall reimburse Seller in full for all damages, costs and expenses, including reasonable attorneys' fees, which Seller may incur with respect to Buyer's breach of this Sales Agreement or the collection of past due amounts from Buyer. If Buyer is in default under this or any other agreement with Seller, Seller may, at its option, defer performance hereunder until such default is cured.
- 6. SECURITY INTEREST-** Until all amounts due hereunder have been paid in full, Seller has a security interest in said equipment and has all rights of a secured party under the Uniform Commercial Code including, without limitation, the right to take possession of said equipment without legal process and the right to require Buyer to assemble said equipment and make it available to Seller at a place reasonably convenient to both parties. At Seller's request, Buyer shall execute any financing statement or statements submitted by Seller in order that Seller's security interest in said equipment may be perfected.
- 7. WARRANTY & LIABILITY-** Seller warrants only that said equipment is free from defects in materials and workmanship as set forth in Seller's standard Certificate of Warranty furnished to Buyer at the time of final shipment. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN AND WHICH ARE EXPRESSLY DISCLAIMED BY SELLER. Seller's sole responsibility with respect to any equipment which proves to be defective as to materials or workmanship is either to replace or to repair the same as is set forth in said Certificate of Warranty. Unless authorized in writing by Seller, Seller is not responsible for any charge or expense incurred for the modification, servicing or adjusting of said equipment after the same has been delivered to Buyer. Seller is not liable in association with its warranty or in any other capacity for any consequential, incidental or liquidated damages, late fees/damages or penalties.
- 8. CLAIM PERIOD-** Buyer shall immediately inspect said equipment upon receipt thereof and immediately notify the carrier of any damage, shortage or other nonconformance. Seller is not obligated to consider any claim for damages, shortages or non-conformance unless notified by Buyer within ten (10) days after Buyer's receipt of said equipment.
- 9. CANCELLATION-** Should Buyer cancel this agreement without Seller's prior written consent, Seller may, at its option, recover from Buyer a cancellation charge of not less than 20% of the purchase price hereunder. This cancellation charge is intended to compensate Seller for difficult-to-calculate economic losses, including but not limited to, material and labor costs, as well as loss of anticipated profits suffered due to cancellation.
- 10. SEVERABILITY –** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 11. STORAGE-** If at such time, within or after the estimated shipment period specified herein, as Seller notifies Buyer that said equipment is ready to be shipped Buyer requests a delay in shipment, Seller may, at its option, agree to store said equipment for a period of time determined by Seller, provided that such agreement will not affect Buyer's obligation to pay in full all invoices as they become due, and provided further that for each month, or portion thereof, said equipment is so stored by Seller, Buyer shall pay to Seller as a storage fee an amount equal to 2% of the purchase price.
- 12. DRAWINGS, ILLUSTRATIONS AND MANUALS-** Catalog and proposal drawings, bulletins, and other accompanying literature are solely for purpose of general style, arrangement and approximate dimensions. Seller may make any changes Seller deems necessary or desirable. Submittal for approval, if required, will be made after receipt of complete information from Buyer. Unless otherwise specified at the time of quotation, six sets will be furnished. Additional sets are at \$25.00 per set. Installation, maintenance and operation manuals will be furnished in the number of copies specified at the time of quotation. If none specified, four will be provided at no added cost, with additional copies at \$50.00 each.
- 13. PERMITS, LICENSES-** Buyer at its sole cost and expense shall obtain all building or other permits or licenses with respect to the installation and operation of said equipment required by any federal, state or local governmental body.

14. PATENT INDEMNIFICATION- Seller shall, at its own expense, defend any suit instituted against Buyer, based on any claim that equipment furnished hereunder infringes any Letters Patent of the United States, and Seller shall pay any damages assessed against Buyer in any such suit, provided that Buyer, upon service of process upon Buyer, gives to Seller notice in writing of the institution of such suit, and permits Seller, through counsel chosen by Seller, to defend the same, and gives Seller all information in Buyer's possession and reasonable assistance and authority to enable Seller so to do. Seller shall have no liability or obligation to Buyer for patent infringement resulting from compliance by Seller with written instructions or specifications of Buyer concerning the structure, operation, material, or method of making equipment furnished hereunder.

Agreed to this _____ day of _____, _____

Buyer

By _____
Print Name

By _____
Authorized Signature

Address

Is this purchase tax exempt? Yes ___ No ___

If YES, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

Agreed to this _____ day of _____, _____
at Lenexa, KS.

SMITH & LOVELESS, INC

By _____
Authorized Signature

Prepared by _____ Joe Maris _____
Sales Representative
Ray Lindsey Company

NOTE: The Sales Representative is not an agent or employee of Seller and is not authorized to enter into any agreement on Seller's behalf or to bind Seller in any way.

ITEM #8

TO: MAYOR & CITY COUNCIL
FROM: MICHAEL WEBB, CITY MANAGER
DATE: JUNE 13, 2016
SUBJECT: PURCHASE OF GENERATOR FOR LTC LIFT STATION

RECOMMENDATION

City Council to consider authorizing the City Manager to enter into a contract with MARC/KCRPC and HGAC Buy for the purchase of a generator for the LTC Lift Station from Cummins Northwest.

FINANCIAL IMPACT

The purchase price is \$27,049 including all necessary options. Payment is from 2016 G.O. temporary notes.

BACKGROUND

The new lift station (LTC Lift Station) is currently in the bidding phase. In preparing the bid specifications, staff determined it was in the best interest of the city to acquire the backup generator and the lift station independently from the construction contract. Staff has worked with the Mid America Regional Council/Kansas City Regional Purchasing Cooperative (MARC/KCRPC) for acquisition of the generator. This is the same process used for other past acquisitions such as Fire Apparatus, Extrication Tools and Police Vehicles. The proposed unit will be provided by Cummins Northwest and will include the necessary options specified by the project engineer.

In summary, staff recommends the City Council authorize the City Manager to enter into a contract with MARC/KCRPC and HGAC Buy for the purchase of a generator for the LTC Lift Station from Cummins Northwest in the amount of \$27,049.

